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**Minutes of Board of Directors Meeting No. 178/2013**

**Open joint stock company of power industry and electrification of Kuban (“Kubanenergo” JSC)**

|  |  |
| --- | --- |
| Date of meeting | December 26, 2013 |
| Form of holding the meeting | Absentee voting (questionnaire) |
| Place of vote counting | Office 105, building 1, 2 Stavropolskaya St., Krasnodar (postal address of “Kubanenergo”, JSC) |
| Date of vote counting | 26.12.2013, 5 p.m. |
| Date of drawing up minutes | December 27, 2013 |

Number of Board of Directors Members: 11

Questionnaires were submitted by: Magadeyev R.R. (chairperson of Board of Directors), Vagapov S.G., Varvarin A.V., Gaichenya I.A., Katina A.Yu., Kolyada A.S., Lavrova M.A., Solod A.V.

Questionnaires were not submitted by: Likhov Kh.M., Neganov L.V., Cherezov A.V.

According to requirements of paragraph 7.3 of Regulation on order of conveying and holding meetings of “Kubanenergo”, JSC Board of Directors approved by decision of annual General meeting of “Kubanenergo”, JSC shareholders dated 22.06.2012, minutes No.31, quorum for holding the meeting should count at least half of elected members of Board of Directors.

Quorum is present

Agenda

1. On approving internal document of the Company: Regulations on unified technical policy in the sphere of electric grid complex.
2. On approving Insurance programme of Kubanenergo JSC for 2014.
3. On approving strategic programmes of the Company aimed at increase of reliability of electric grid complex: medium-term and long-term activity programme on increase of reliability of grid facilities of Black Sea coast, Krasnodar region.
4. On termination of term of office of member of Company’s Management Board.
5. On early termination and election of member of Committee for strategy, development, investments reforming attached to Kubanenergo JSC Board of Directors.
6. On early termination and election of member of Committee for Technological connection attached to Kubanenergo JSC Board of Directors.
7. On expressing Company’s opinion on agenda issues of meetings of BoD of Kubanenergo JSC affiliated companies.
8. On approving key cash flow indicators of Kubanenergo JSC for the 1st quarter of 2014.
9. On taking into consideration report of Director general of Kubanenergo JSC on implementation of resolutions of the BoD in the 3rd quarter of 2013.
10. On taking into consideration report of Director general of Kubanenergo JSC on implementation of resolutions of the BoD dated 18.10.2013 on issue 22 paragraph 4 (minutes of meeting No.173/2013 dd 21.10.2013).
11. On approving additional purchases under the contract No.407/30-1354 dated 02.12.2011 concluded by Kubanenergo JSC and Teplotsentrstroy LLC.
12. On approving contract on free of charge use of premises concluded by Kubanenergo and employees of Kubanenergo branch Sochi electric grids.
13. On approving contacts on technical, emergency and maintenance services of facilities of Sochi electric grids between Kubanenergo JSC and Russian grids JSC as interested parties transactions.
14. On approving amended business-plan (including investment programme) of Kubanenergo JSC for 2013.
15. On approving amended Programme of energy saving and enhancing energy efficiency of Kubanenergo JSC for 2013-2018.

**Item 1**

**On approving internal document of the Company: Regulations on unified technical policy in the sphere of electric grid complex**

It is proposed to adopt the following decision:

To approve “Regulations of Russian Grids JSC on unified technical policy in the sphere of electric grid complex” as internal document of the Company, in accordance with Annex 1 to the decision of the BoD.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Katina A.Yu. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. |  | FOR |
| Kolyada A.S. | - | FOR | Solod A.V. | - | FOR |

Thus, the decision on the first item was unanimously adopted by the BoD members**.**

**Item 2**

**On approving Insurance programme of Kubanenergo JSC for 2014**

It is proposed to adopt the following decision:

To approve Insurance programme of Kubanenergo JSC for 2014, in accordance with Annex 2 to the decision of the BoD.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Katina A.Yu. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. |  | FOR |
| Kolyada A.S. | - | FOR | Solod A.V. | - | FOR |

Thus, the decision on the second item was unanimously adopted by the BoD members.

**Item 3**

**On approving strategic programmes of the Company aimed at increase of reliability of electric grid complex: medium-term and long-term activity programme on increase of reliability of grid facilities of Black Sea coast, Krasnodar region**

It is proposed to adopt the following decision:

1. To approve medium-term and long-term activity programme on increase of reliability of grid facilities of Black Sea coast, Krasnodar region, in accordance with Annexes 3 and 4 to the decision of the BoD.

2. To instruct director general of the Company to ensure implementation of the medium-term and long-term activity programme on increase of reliability of grid facilities of Black Sea coast, Krasnodar region in due terms

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Katina A.Yu. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. |  | FOR |
| Kolyada A.S. | - | FOR | Solod A.V. | - | FOR |

Thus, the decision on the third item was unanimously adopted by the BoD members.

**Item 4**

**On termination of term of office of member of Company’s Management Board**

It is proposed to adopt the following decision:

To terminate term of office of Kruk Gennadiy Mikhailovich, member of Company’s Management Board.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Katina A.Yu. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. |  | FOR |
| Kolyada A.S. | - | FOR | Solod A.V. | - | FOR |

Thus, the decision on the fourth item was unanimously adopted by the BoD members.

**Item 5**

**On early termination and election of member of Committee for strategy, development, investments reforming attached to Kubanenergo JSC Board of Directors**

It is proposed to adopt the following decision:

1. To early terminate term of office of member of Committee for strategy, development, investments reforming attached to Kubanenergo JSC Board of Directors: Kruk Gennadiy Mikhailovich.

2. To appoint Kocherga Vitally Alexandrovich for the position of member of Committee for strategy, development, investments reforming attached to Kubanenergo JSC Board of Directors.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Katina A.Yu. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. |  | FOR |
| Kolyada A.S. | - | FOR | Solod A.V. | - | FOR |

Thus, the decision on the fifth item was unanimously adopted by the BoD members.

**Item 6**

**On early termination and election of member of Committee for Technological connection attached to Kubanenergo JSC Board of Directors**

It is proposed to adopt the following decision:

1. To early terminate term of office of member of Committee for Technological connection attached to Kubanenergo JSC Board of Directors: Kruk Gennadiy Mikhailovich.

2. To appoint Kocherga Vitally Alexandrovich for the position of member of Committee for Technological connection attached to Kubanenergo JSC Board of Directors.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Katina A.Yu. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. |  | FOR |
| Kolyada A.S. | - | FOR | Solod A.V. | - | FOR |

Thus, the decision on the sixth item was unanimously adopted by the BoD members.

**Item 7**

**On expressing Company’s opinion on agenda issues of meetings of BoD of Kubanenergo JSC affiliated companies**

It is proposed to adopt the following decision:

1) To instruct representatives of Kubanenergo in BoD of “Energoservis Yuga” JSC on agenda item “On approving report on results of business plan implementation in the 3rd quarter and 9 months of 2013” to vote “yes” for adoption of the following decision:

1. To take into consideration the report on results of business plan implementation in the 3rd quarter and 9 months of 2013

2) To instruct representatives of Kubanenergo in BoD of “Recreation centre “Energetik” JSC on agenda item “On approving report on results of business plan implementation in the 3rd quarter and 9 months of 2013” to vote “yes” for adoption of the following decision:

1. To take into consideration the report on results of business plan implementation in the 3rd quarter and 9 months of 2013

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Katina A.Yu. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. |  | FOR |
| Kolyada A.S. | - | FOR | Solod A.V. | - | FOR |

Thus, the decision on the seventh item was unanimously adopted by the BoD members.

**Item 8**

**On approving key cash flow indicators of Kubanenergo JSC for the 1st quarter of 2014**

It is proposed to adopt the following decision:

To defer the discussion of the item to a later date

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Katina A.Yu. | - | FOR |
| Gaichenya I.A. | - | FOR | Solod A.V. | - | FOR |
| Kolyada A.S. | - | FOR |  |  |  |

Thus, the decision on the eighth item was unanimously adopted by the BoD members.

**Item 9**

**On taking into consideration report of Director general of Kubanenergo JSC on implementation of resolutions of the BoD in the 3rd quarter of 2013**

It is proposed to adopt the following decision:

To take into consideration the report of Director general of Kubanenergo JSC on implementation of resolutions of the BoD in the 3rd quarter of 2013, in accordance with Annexes 5, 6 and 7 the decision of the Board of Directors..

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Katina A.Yu. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R, | - | For |
| Kolyada A.S. | - | FOR | Solod A.V. | - | FOR |

Thus, the decision on the ninth item was unanimously adopted by the BoD members.

**Item 10**

**On taking into consideration report of Director general of Kubanenergo JSC on implementation of resolutions of the BoD dated 18.10.2013 on issue 22 paragraph 4 (minutes of meeting No.173/2013 dd 21.10.2013)**

It is proposed to adopt the following decision:

To take into consideration thereport of Director general of Kubanenergo JSC on implementation of resolutions of the BoD dated 18.10.2013 on issue 22, paragraph 4, in accordance with Annex 8 the decision of the Board of Directors.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Katina A.Yu. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. |  | FOR |
| Kolyada A.S. | - | FOR | Solod A.V. | - | FOR |

Thus, the decision on the tenth item was unanimously adopted by the BoD members.

**Item 11**

**On approving additional purchases under the contract No.407/30-1354 dated 02.12.2011 concluded by Kubanenergo JSC and Teplotsentrstroy LLC**

It is proposed to adopt the following decision:

To defer the discussion of the item to a later date.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Katina A.Yu. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. |  | FOR |
| Kolyada A.S. | - | FOR | Solod A.V. | - | FOR |

Thus, the decision on the eleventh item was unanimously adopted by the BoD members.

**Item 12**

**On approving contract on free of charge use of premises concluded by Kubanenergo and employees of Kubanenergo branch Sochi electric grids**

It is proposed to adopt the following decision:

To approve contracts on free of charge use of premises concluded by Kubanenergo and the following employees of Kubanenergo branch Sochi electric grids:

* Alexeyenko S.B. (address: 12 flat, 18 Nevskaya str., Central district, Sochi, Krasnodar region, RF);
* Rezenkov V.M. (address: 3 flat, 18 Nevskaya str., Central district, Sochi, Krasnodar region, RF);
* Gorbachyov O.A. (address: 94 flat, 18 Nevskaya str., Central district, Sochi, Krasnodar region, RF);
* Kravchenko V.V. (address: 99 flat, 18 Nevskaya str., Central district, Sochi, Krasnodar region, RF);
* Kazantsev A.V. (address: 5 flat, 18 Nevskaya str., Central district, Sochi, Krasnodar region, RF);
* Zakhvatkin R.V. (address: 17 flat, 18 Nevskaya str., Central district, Sochi, Krasnodar region, RF);
* Gladunets Ye.G. (address: 92 flat, 18 Nevskaya str., Central district, Sochi, Krasnodar region, RF);
* Zaborovskiy G.A. (address: 109 flat, 18 Nevskaya str., Central district, Sochi, Krasnodar region, RF);
* Kisiyev S.M. (address: 102 flat, 18 Nevskaya str., Central district, Sochi, Krasnodar region, RF);
* Zinchenko M.A. (address: 104 flat, 18 Nevskaya str., Central district, Sochi, Krasnodar region, RF)

On conditions specified in Annexes 8-17 to the decision of the Board of Directors

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Katina A.Yu. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. |  | FOR |
| Kolyada A.S. | - | FOR | Solod A.V. | - | FOR |

Thus, the decision on the twelfth item was unanimously adopted by the BoD members.

**On item 13**

**On approving contacts on technical, emergency and maintenance services of facilities of Sochi electric grids between Kubanenergo JSC and Russian grids JSC as interested parties transactions**

In accordance with paragraph 3 of article 83 of Federal law “On Joint Stock Companies” decision on this item should be adopted by majority of independent directors of uninterested in transaction.

1. Members of the Board of Directors Likhov Kh.M., Cherezov A.V. and Varvarin A.V. are interested in conclusion of transaction between “Kubanenergo” JSC and “IDGC of North Caucasus” JSC. Except Likhov Kh.M., Cherezov A.V. and Varvarin A.V. all other members participate in voting and are considered as independent directors, in accordance with paragraph 3 of article 83 of Federal law “On Joint Stock Companies”.
2. Members of the Board of Directors Likhov Kh.M., Magadeyev R.R. and Solod A.V. are interested in conclusion of transaction between “Kubanenergo” JSC and “IDGC of the South” JSC. Except Likhov Kh.M., Magadeyev R.R. and Solod A.V. all other members participate in voting and are considered as independent directors, in accordance with paragraph 3 of article 83 of Federal law “On Joint Stock Companies”.
3. Members of the Board of Directors Katina A.Yu. and Neganov L.V. are interested in conclusion of transaction between “Kubanenergo” JSC and “Tyumenenergo” JSC. Except Katina A.Yu. and Neganov L.V. all other members participate in voting and are considered as independent directors, in accordance with paragraph 3 of article 83 of Federal law “On Joint Stock Companies”.
4. All members participate in voting concerning the approval of transaction between “Kubanenergo” JSC and “Yantarenergo” JSC, in accordance with paragraph 3 of article 83 of Federal law “On Joint Stock Companies”.
5. All members participate in voting concerning the approval of transaction between “Kubanenergo” JSC and “IDGC of Centre” JSC and are considered as independent directors in accordance with paragraph 3 of article 83 of Federal law “On Joint Stock Companies”.
6. All members participate in voting concerning the approval of transaction between “Kubanenergo” JSC and “IDGC of Centre and Volga region” JSC and are considered as independent directors in accordance with paragraph 3 of article 83 of Federal law “On Joint Stock Companies”.
7. Member of the Board of Directors Neganov L.V. is interested in conclusion of transaction between “Kubanenergo” JSC and “IDGC of Siberia” JSC. Except Neganov L.V. all other members participate in voting and are considered as independent directors, in accordance with paragraph 3 of article 83 of Federal law “On Joint Stock Companies”.
8. All members participate in voting concerning the approval of transaction between “Kubanenergo” JSC and “IDGC of North-West” JSC and are considered as independent directors in accordance with paragraph 3 of article 83 of Federal law “On Joint Stock Companies”.
9. Member of the Board of Directors Magadeyev R.R. is interested in conclusion of transaction between “Kubanenergo” JSC and “Lenenergo” JSC. Except Neganov L.V. all other members participate in voting and are considered as independent directors, in accordance with paragraph 3 of article 83 of Federal law “On Joint Stock Companies”.
10. Member of the Board of Directors Varvarin A.V. is interested in conclusion of transaction between “Kubanenergo” JSC and “IDGC of Volga” JSC. Except Varvarin A.V. all other members participate in voting and are considered as independent directors, in accordance with paragraph 3 of article 83 of Federal law “On Joint Stock Companies”.
11. Member of the Board of Directors Magadeyev R.R. is interested in conclusion of transaction between “Kubanenergo” JSC and “IDGC of Ural” JSC. Except Neganov L.V. all other members participate in voting and are considered as independent directors, in accordance with paragraph 3 of article 83 of Federal law “On Joint Stock Companies”.
12. All members participate in voting concerning the approval of transaction between “Kubanenergo” JSC and “Tomsk Distribution Company” JSC and are considered as independent directors in accordance with paragraph 3 of article 83 of Federal law “On Joint Stock Companies”.
13. All members participate in voting concerning the approval of transaction between “Kubanenergo” JSC and “MOESK” JSC and are considered as independent directors in accordance with paragraph 3 of article 83 of Federal law “On Joint Stock Companies”

It is proposed to adopt the following decision:

1.1. To decide that the price of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “IDGC of North Caucasus” JSC as interested party transaction, cannot be equal to or exceed 2% of the net value of assets “Kubanenergo” according to its financial statements for the last reporting date.

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

1.2. To approve of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “IDGC of North Caucasus” JSC as interested party transaction (hereinafter - the Contract, annex 18 to the decision of the Board of Directors of the Company) on the following conditions:

**Parties of the Contract:**

Party 1 – “Kubanenergo” JSC

Party 2 – “IDGC of the North Caucasus” JSC

**Subject of the Contract:**

Party 2 undertakes to perform, according to the instructions of the Party 1, works on technical and operational maintenance and repair of facilities of the Party 1 on ownership or other legal rights, and deliver the results to Party 1 and Party 1 shall accept the work and pay them to the conditions Treaty.

Party 2 undertakes to perform emergency repair work on facilities of Party 1 listed in Annex 1 to the Contract. Party 2 undertakes to perform all the works specified in paragraph 1.1 of the Contract using own sources and if necessary with the written consent of the Party 1 attracting subcontractors. The list of facilities for the works, specified in paragraph 1.2 of the Contract, is specified in Annex 1 to the Contract.

**Contract Price:**

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

**Performance time:**

Repair and maintenance works under the Contract performed by Party 2 must be fully completed in accordance with the technical specifications by 23.03.2014. Deadlines for particular stages are defined in implementation schedule (Annex 2 to the Contract).

**Term of the Contract:**

The Contract enters into force upon the signature and is applied to the legal relationship of the parties actually occurred on 13.08.2013, and is valid until the Parties fulfill all their obligations under the Contract.

**Responsibility of the parties:**

For non-fulfillment (improper fulfillment) of obligations under the contract the Parties are liable under the legislation of the Russian Federation.

**Dispute resolution:**

All disputes arising in the course of implementation of the contract shall be settled by negotiations and in writing. In case of failure to reach agreement the disputes should be resolved by the Arbitration Court of Krasnodar region.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Solod A.V. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev | - | FOR |
| Kolyada A.S. | - | FOR |  |  |  |

Thus, the decision on the thirteenth item (paragraph 1) was adopted by majority of independent director uninterested in transaction.

2.1. To decide that the price of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “IDGC of the South” JSC as interested party transaction, cannot be equal to or exceed 2% of the net value of assets “Kubanenergo” according to its financial statements for the last reporting date.

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

2.2. To approve of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “IDGC of North Caucasus” JSC as interested party transaction (hereinafter - the Contract, annex 19 to the decision of the Board of Directors of the Company) on the following conditions:

**Parties of the Contract:**

Party 1 – “Kubanenergo” JSC

Party 2 – “IDGC of the South” JSC

**Subject of the Contract:**

Party 2 undertakes to perform, according to the instructions of the Party 1, works on technical and operational maintenance and repair of facilities of the Party 1 on ownership or other legal rights, and deliver the results to Party 1 and Party 1 shall accept the work and pay them to the conditions Treaty.

Party 2 undertakes to perform emergency repair work on facilities of Party 1 listed in Annex 1 to the Contract. Party 2 undertakes to perform all the works specified in paragraph 1.1 of the Contract using own sources and if necessary with the written consent of the Party 1 attracting subcontractors. The list of facilities for the works, specified in paragraph 1.2 of the Contract, is specified in Annex 1 to the Contract.

**Contract Price:**

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

**Performance time:**

Repair and maintenance works under the Contract performed by Party 2 must be fully completed in accordance with the technical specifications by 23.03.2014. Deadlines for particular stages are defined in implementation schedule (Annex 2 to the Contract).

**Term of the Contract:**

The Contract enters into force upon the signature and is applied to the legal relationship of the parties actually occurred on 15.08.2013, and is valid until the Parties fulfill all their obligations under the Contract.

**Responsibility of the parties:**

For non-fulfillment (improper fulfillment) of obligations under the contract the Parties are liable under the legislation of the Russian Federation.

**Dispute resolution:**

All disputes arising in the course of implementation of the contract shall be settled by negotiations and in writing. In case of failure to reach agreement the disputes should be resolved by the Arbitration Court of Krasnodar region.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Katina A.Yu | - | FOR |
| Gaichenya I.A. | - | FOR | Kolyada A.S. | - | FOR |

Thus, the decision on the thirteenth item (paragraph 2) was adopted by majority of independent director uninterested in transaction.

3.1. To decide that the price of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “Tyumenenergo” JSC as interested party transaction, cannot be equal to or exceed 2% of the net value of assets “Kubanenergo” according to its financial statements for the last reporting date.

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

3.2. To approve of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “Tyumenenergo” JSC as interested party transaction (hereinafter - the Contract, annex 20 to the decision of the Board of Directors of the Company) on the following conditions:

**Parties of the Contract:**

Party 1 – “Kubanenergo” JSC

Party 2 – “Tyumenenergo” JSC

**Subject of the Contract:**

Party 2 undertakes to perform, according to the instructions of the Party 1, works on technical and operational maintenance and repair of facilities of the Party 1 on ownership or other legal rights, and deliver the results to Party 1 and Party 1 shall accept the work and pay them to the conditions Treaty.

Party 2 undertakes to perform emergency repair work on facilities of Party 1 listed in Annex 1 to the Contract. Party 2 undertakes to perform all the works specified in paragraph 1.1 of the Contract using own sources and if necessary with the written consent of the Party 1 attracting subcontractors. The list of facilities for the works, specified in paragraph 1.2 of the Contract, is specified in Annex 1 to the Contract.

**Contract Price:**

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

**Performance time:**

Repair and maintenance works under the Contract performed by Party 2 must be fully completed in accordance with the technical specifications by 23.03.2014. Deadlines for particular stages are defined in implementation schedule (Annex 2 to the Contract).

**Term of the Contract:**

The Contract enters into force upon the signature and is applied to the legal relationship of the parties actually occurred on 19.08.2013, and is valid until the Parties fulfill all their obligations under the Contract.

**Responsibility of the parties:**

For non-fulfillment (improper fulfillment) of obligations under the contract the Parties are liable under the legislation of the Russian Federation.

**Dispute resolution:**

All disputes arising in the course of implementation of the contract shall be settled by negotiations and in writing. In case of failure to reach agreement the disputes should be resolved by the Arbitration Court of Krasnodar region.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Solod A.V. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. | - | FOR |
| Kolyada A.S. | - | FOR |  |  |  |

Thus, the decision on the thirteenth item (paragraph 3) was adopted by majority of independent director uninterested in transaction.

4.1. To decide that the price of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “Yantarenergo” JSC as interested party transaction, cannot be equal to or exceed 2% of the net value of assets “Kubanenergo” according to its financial statements for the last reporting date.

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

4.2. To approve of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “Tyumenenergo” JSC as interested party transaction (hereinafter - the Contract, annex 21 to the decision of the Board of Directors of the Company) on the following conditions:

**Parties of the Contract:**

Party 1 – “Kubanenergo” JSC

Party 2 – “Yantarenergo” JSC

**Subject of the Contract:**

Party 2 undertakes to perform, according to the instructions of the Party 1, works on technical and operational maintenance and repair of facilities of the Party 1 on ownership or other legal rights, and deliver the results to Party 1 and Party 1 shall accept the work and pay them to the conditions Treaty.

Party 2 undertakes to perform emergency repair work on facilities of Party 1 listed in Annex 1 to the Contract. Party 2 undertakes to perform all the works specified in paragraph 1.1 of the Contract using own sources and if necessary with the written consent of the Party 1 attracting subcontractors. The list of facilities for the works, specified in paragraph 1.2 of the Contract, is specified in Annex 1 to the Contract.

**Contract Price:**

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

**Performance time:**

Repair and maintenance works under the Contract performed by Party 2 must be fully completed in accordance with the technical specifications by 23.03.2014. Deadlines for particular stages are defined in implementation schedule (Annex 2 to the Contract).

**Term of the Contract:**

The Contract enters into force upon the signature and is applied to the legal relationship of the parties actually occurred on 21.08.2013, and is valid until the Parties fulfill all their obligations under the Contract.

**Responsibility of the parties:**

For non-fulfillment (improper fulfillment) of obligations under the contract the Parties are liable under the legislation of the Russian Federation.

**Dispute resolution:**

All disputes arising in the course of implementation of the contract shall be settled by negotiations and in writing. In case of failure to reach agreement the disputes should be resolved by the Arbitration Court of Krasnodar region.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Solod A.V. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. | - | FOR |
| Kolyada A.S. | - | FOR | Katina A.Yu. | - | FOR |

Thus, the decision on the thirteenth item (paragraph 4) was adopted by majority of independent director uninterested in transaction.

5.1. To decide that the price of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “IDGC of Centre” JSC as interested party transaction, cannot be equal to or exceed 2% of the net value of assets “Kubanenergo” according to its financial statements for the last reporting date.

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

5.2. To approve of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “IDGC of Centre” JSC as interested party transaction (hereinafter - the Contract, annex 22 to the decision of the Board of Directors of the Company) on the following conditions:

**Parties of the Contract:**

Party 1 – “Kubanenergo” JSC

Party 2 – “IDGC of Centre” JSC

**Subject of the Contract:**

Party 2 undertakes to perform, according to the instructions of the Party 1, works on technical and operational maintenance and repair of facilities of the Party 1 on ownership or other legal rights, and deliver the results to Party 1 and Party 1 shall accept the work and pay them to the conditions Treaty.

Party 2 undertakes to perform emergency repair work on facilities of Party 1 listed in Annex 1 to the Contract. Party 2 undertakes to perform all the works specified in paragraph 1.1 of the Contract using own sources and if necessary with the written consent of the Party 1 attracting subcontractors. The list of facilities for the works, specified in paragraph 1.2 of the Contract, is specified in Annex 1 to the Contract.

**Contract Price:**

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

**Performance time:**

Repair and maintenance works under the Contract performed by Party 2 must be fully completed in accordance with the technical specifications by 23.03.2014. Deadlines for particular stages are defined in implementation schedule (Annex 2 to the Contract).

**Term of the Contract:**

The Contract enters into force upon the signature and is applied to the legal relationship of the parties actually occurred on 08.08.2013, and is valid until the Parties fulfill all their obligations under the Contract.

**Responsibility of the parties:**

For non-fulfillment (improper fulfillment) of obligations under the contract the Parties are liable under the legislation of the Russian Federation.

**Dispute resolution:**

All disputes arising in the course of implementation of the contract shall be settled by negotiations and in writing. In case of failure to reach agreement the disputes should be resolved by the Arbitration Court of Krasnodar region.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Solod A.V. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. | - | FOR |
| Kolyada A.S. | - | FOR | Katina A.Yu. | - | FOR |

Thus, the decision on the thirteenth item (paragraph 5) was adopted by majority of independent director uninterested in transaction.

6.1. To decide that the price of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “IDGC of Centre and Volga region” JSC as interested party transaction, cannot be equal to or exceed 2% of the net value of assets “Kubanenergo” according to its financial statements for the last reporting date.

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

62. To approve of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “IDGC of Centre and Volga region” JSC as interested party transaction (hereinafter - the Contract, annex 23 to the decision of the Board of Directors of the Company) on the following conditions:

**Parties of the Contract:**

Party 1 – “Kubanenergo” JSC

Party 2 – “IDGC of Centre and Volga region” JSC

**Subject of the Contract:**

Party 2 undertakes to perform, according to the instructions of the Party 1, works on technical and operational maintenance and repair of facilities of the Party 1 on ownership or other legal rights, and deliver the results to Party 1 and Party 1 shall accept the work and pay them to the conditions Treaty.

Party 2 undertakes to perform emergency repair work on facilities of Party 1 listed in Annex 1 to the Contract. Party 2 undertakes to perform all the works specified in paragraph 1.1 of the Contract using own sources and if necessary with the written consent of the Party 1 attracting subcontractors. The list of facilities for the works, specified in paragraph 1.2 of the Contract, is specified in Annex 1 to the Contract.

**Contract Price:**

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

**Performance time:**

Repair and maintenance works under the Contract performed by Party 2 must be fully completed in accordance with the technical specifications by 23.03.2014. Deadlines for particular stages are defined in implementation schedule (Annex 2 to the Contract).

**Term of the Contract:**

The Contract enters into force upon the signature and is applied to the legal relationship of the parties actually occurred on 07.08.2013, and is valid until the Parties fulfill all their obligations under the Contract.

**Responsibility of the parties:**

For non-fulfillment (improper fulfillment) of obligations under the contract the Parties are liable under the legislation of the Russian Federation.

**Dispute resolution:**

All disputes arising in the course of implementation of the contract shall be settled by negotiations and in writing. In case of failure to reach agreement the disputes should be resolved by the Arbitration Court of Krasnodar region.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Solod A.V. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. | - | FOR |
| Kolyada A.S. | - | FOR | Katina A.YU. | - | FOR |

Thus, the decision on the thirteenth item (paragraph 6) was adopted by majority of independent director uninterested in transaction.

7.1. To decide that the price of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “IDGC of Siberia” JSC as interested party transaction, cannot be equal to or exceed 2% of the net value of assets “Kubanenergo” according to its financial statements for the last reporting date.

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

7.2. To approve of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “IDGC of Siberia” JSC as interested party transaction (hereinafter - the Contract, annex 24 to the decision of the Board of Directors of the Company) on the following conditions:

**Parties of the Contract:**

Party 1 – “Kubanenergo” JSC

Party 2 – “IDGC of Siberia” JSC

**Subject of the Contract:**

Party 2 undertakes to perform, according to the instructions of the Party 1, works on technical and operational maintenance and repair of facilities of the Party 1 on ownership or other legal rights, and deliver the results to Party 1 and Party 1 shall accept the work and pay them to the conditions Treaty.

Party 2 undertakes to perform emergency repair work on facilities of Party 1 listed in Annex 1 to the Contract. Party 2 undertakes to perform all the works specified in paragraph 1.1 of the Contract using own sources and if necessary with the written consent of the Party 1 attracting subcontractors. The list of facilities for the works, specified in paragraph 1.2 of the Contract, is specified in Annex 1 to the Contract.

**Contract Price:**

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

**Performance time:**

Repair and maintenance works under the Contract performed by Party 2 must be fully completed in accordance with the technical specifications by 23.03.2014. Deadlines for particular stages are defined in implementation schedule (Annex 2 to the Contract).

**Term of the Contract:**

The Contract enters into force upon the signature and is applied to the legal relationship of the parties actually occurred on 12.08.2013, and is valid until the Parties fulfill all their obligations under the Contract.

**Responsibility of the parties:**

For non-fulfillment (improper fulfillment) of obligations under the contract the Parties are liable under the legislation of the Russian Federation.

**Dispute resolution:**

All disputes arising in the course of implementation of the contract shall be settled by negotiations and in writing. In case of failure to reach agreement the disputes should be resolved by the Arbitration Court of Krasnodar region.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Solod A.V. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. | - | FOR |
| Kolyada A.S. | - | FOR | Katina A.Yu. | - | FOR |

Thus, the decision on the thirteenth item (paragraph 7) was adopted by majority of independent director uninterested in transaction.

8.1. To decide that the price of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “IDGC of North-West” JSC as interested party transaction, cannot be equal to or exceed 2% of the net value of assets “Kubanenergo” according to its financial statements for the last reporting date.

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

8.2. To approve of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “IDGC of North-West” JSC as interested party transaction (hereinafter - the Contract, annex 25 to the decision of the Board of Directors of the Company) on the following conditions:

**Parties of the Contract:**

Party 1 – “Kubanenergo” JSC

Party 2 – “IDGC of North-West” JSC

**Subject of the Contract:**

Party 2 undertakes to perform, according to the instructions of the Party 1, works on technical and operational maintenance and repair of facilities of the Party 1 on ownership or other legal rights, and deliver the results to Party 1 and Party 1 shall accept the work and pay them to the conditions Treaty.

Party 2 undertakes to perform emergency repair work on facilities of Party 1 listed in Annex 1 to the Contract. Party 2 undertakes to perform all the works specified in paragraph 1.1 of the Contract using own sources and if necessary with the written consent of the Party 1 attracting subcontractors. The list of facilities for the works, specified in paragraph 1.2 of the Contract, is specified in Annex 1 to the Contract.

**Contract Price:**

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

**Performance time:**

Repair and maintenance works under the Contract performed by Party 2 must be fully completed in accordance with the technical specifications by 23.03.2014. Deadlines for particular stages are defined in implementation schedule (Annex 2 to the Contract).

**Term of the Contract:**

The Contract enters into force upon the signature and is applied to the legal relationship of the parties actually occurred on 12.08.2013, and is valid until the Parties fulfill all their obligations under the Contract.

**Responsibility of the parties:**

For non-fulfillment (improper fulfillment) of obligations under the contract the Parties are liable under the legislation of the Russian Federation.

**Dispute resolution:**

All disputes arising in the course of implementation of the contract shall be settled by negotiations and in writing. In case of failure to reach agreement the disputes should be resolved by the Arbitration Court of Krasnodar region.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Solod A.V. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. | - | FOR |
| Kolyada A.S. | - | FOR | Katina A.Yu. | - | FOR |

Thus, the decision on the thirteenth item (paragraph 8) was adopted by majority of independent director uninterested in transaction.

9.1. To decide that the price of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “Lenenergo” JSC as interested party transaction, cannot be equal to or exceed 2% of the net value of assets “Kubanenergo” according to its financial statements for the last reporting date.

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

9.2. To approve of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “Lenenergo” JSC as interested party transaction (hereinafter - the Contract, annex 26 to the decision of the Board of Directors of the Company) on the following conditions:

**Parties of the Contract:**

Party 1 – “Kubanenergo” JSC

Party 2 – “Lenenergo” JSC

**Subject of the Contract:**

Party 2 undertakes to perform, according to the instructions of the Party 1, works on technical and operational maintenance and repair of facilities of the Party 1 on ownership or other legal rights, and deliver the results to Party 1 and Party 1 shall accept the work and pay them to the conditions Treaty.

Party 2 undertakes to perform emergency repair work on facilities of Party 1 listed in Annex 1 to the Contract. Party 2 undertakes to perform all the works specified in paragraph 1.1 of the Contract using own sources and if necessary with the written consent of the Party 1 attracting subcontractors. The list of facilities for the works, specified in paragraph 1.2 of the Contract, is specified in Annex 1 to the Contract.

**Contract Price:**

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

**Performance time:**

Repair and maintenance works under the Contract performed by Party 2 must be fully completed in accordance with the technical specifications by 23.03.2014. Deadlines for particular stages are defined in implementation schedule (Annex 2 to the Contract).

**Term of the Contract:**

The Contract enters into force upon the signature and is applied to the legal relationship of the parties actually occurred on 10.09.2013, and is valid until the Parties fulfill all their obligations under the Contract.

**Responsibility of the parties:**

For non-fulfillment (improper fulfillment) of obligations under the contract the Parties are liable under the legislation of the Russian Federation.

**Dispute resolution:**

All disputes arising in the course of implementation of the contract shall be settled by negotiations and in writing. In case of failure to reach agreement the disputes should be resolved by the Arbitration Court of Krasnodar region.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Solod A.V. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. | - | FOR |
| Kolyada A.S. | - | FOR |  |  |  |

Thus, the decision on the thirteenth item (paragraph 9) was adopted by majority of independent director uninterested in transaction.

10.1. To decide that the price of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “IDGC of Volga” JSC as interested party transaction, cannot be equal to or exceed 2% of the net value of assets “Kubanenergo” according to its financial statements for the last reporting date.

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

10.2. To approve of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “IDGC of Volga” JSC as interested party transaction (hereinafter - the Contract, annex 27 to the decision of the Board of Directors of the Company) on the following conditions:

**Parties of the Contract:**

Party 1 – “Kubanenergo” JSC

Party 2 – “IDGC of Volga” JSC

**Subject of the Contract:**

Party 2 undertakes to perform, according to the instructions of the Party 1, works on technical and operational maintenance and repair of facilities of the Party 1 on ownership or other legal rights, and deliver the results to Party 1 and Party 1 shall accept the work and pay them to the conditions Treaty.

Party 2 undertakes to perform emergency repair work on facilities of Party 1 listed in Annex 1 to the Contract. Party 2 undertakes to perform all the works specified in paragraph 1.1 of the Contract using own sources and if necessary with the written consent of the Party 1 attracting subcontractors. The list of facilities for the works, specified in paragraph 1.2 of the Contract, is specified in Annex 1 to the Contract.

**Contract Price:**

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

**Performance time:**

Repair and maintenance works under the Contract performed by Party 2 must be fully completed in accordance with the technical specifications by 23.03.2014. Deadlines for particular stages are defined in implementation schedule (Annex 2 to the Contract).

**Term of the Contract:**

The Contract enters into force upon the signature and is applied to the legal relationship of the parties actually occurred on 13.08.2013, and is valid until the Parties fulfill all their obligations under the Contract.

**Responsibility of the parties:**

For non-fulfillment (improper fulfillment) of obligations under the contract the Parties are liable under the legislation of the Russian Federation.

**Dispute resolution:**

All disputes arising in the course of implementation of the contract shall be settled by negotiations and in writing. In case of failure to reach agreement the disputes should be resolved by the Arbitration Court of Krasnodar region.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Solod A.V. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. | - | FOR |
| Kolyada A.S. | - | FOR |  |  |  |

Thus, the decision on the thirteenth item (paragraph 10) was adopted by majority of independent director uninterested in transaction.

11.1. To decide that the price of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “IDGC of Ural” JSC as interested party transaction, cannot be equal to or exceed 2% of the net value of assets “Kubanenergo” according to its financial statements for the last reporting date.

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

11.2. To approve of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “IDGC of Ural” JSC as interested party transaction (hereinafter - the Contract, annex 28 to the decision of the Board of Directors of the Company) on the following conditions:

**Parties of the Contract:**

Party 1 – “Kubanenergo” JSC

Party 2 – “IDGC of Ural” JSC

**Subject of the Contract:**

Party 2 undertakes to perform, according to the instructions of the Party 1, works on technical and operational maintenance and repair of facilities of the Party 1 on ownership or other legal rights, and deliver the results to Party 1 and Party 1 shall accept the work and pay them to the conditions Treaty.

Party 2 undertakes to perform emergency repair work on facilities of Party 1 listed in Annex 1 to the Contract. Party 2 undertakes to perform all the works specified in paragraph 1.1 of the Contract using own sources and if necessary with the written consent of the Party 1 attracting subcontractors. The list of facilities for the works, specified in paragraph 1.2 of the Contract, is specified in Annex 1 to the Contract.

**Contract Price:**

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

**Performance time:**

Repair and maintenance works under the Contract performed by Party 2 must be fully completed in accordance with the technical specifications by 23.03.2014. Deadlines for particular stages are defined in implementation schedule (Annex 2 to the Contract).

**Term of the Contract:**

The Contract enters into force upon the signature and is applied to the legal relationship of the parties actually occurred on 13.08.2013, and is valid until the Parties fulfill all their obligations under the Contract.

**Responsibility of the parties:**

For non-fulfillment (improper fulfillment) of obligations under the contract the Parties are liable under the legislation of the Russian Federation.

**Dispute resolution:**

All disputes arising in the course of implementation of the contract shall be settled by negotiations and in writing. In case of failure to reach agreement the disputes should be resolved by the Arbitration Court of Krasnodar region.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Solod A.V. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. | - | FOR |
| Kolyada A.S. | - | FOR |  |  |  |

Thus, the decision on the thirteenth item (paragraph 11) was adopted by majority of independent director uninterested in transaction.

12.1. To decide that the price of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “Tomsk Distribution Company” JSC as interested party transaction, cannot be equal to or exceed 2% of the net value of assets “Kubanenergo” according to its financial statements for the last reporting date.

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

12.2. To approve of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “Tomsk Distribution Company” JSC as interested party transaction (hereinafter - the Contract, annex 29 to the decision of the Board of Directors of the Company) on the following conditions:

**Parties of the Contract:**

Party 1 – “Kubanenergo” JSC

Party 2 – “Tomsk Distribution Company” JSC

**Subject of the Contract:**

Party 2 undertakes to perform, according to the instructions of the Party 1, works on technical and operational maintenance and repair of facilities of the Party 1 on ownership or other legal rights, and deliver the results to Party 1 and Party 1 shall accept the work and pay them to the conditions Treaty.

Party 2 undertakes to perform emergency repair work on facilities of Party 1 listed in Annex 1 to the Contract. Party 2 undertakes to perform all the works specified in paragraph 1.1 of the Contract using own sources and if necessary with the written consent of the Party 1 attracting subcontractors. The list of facilities for the works, specified in paragraph 1.2 of the Contract, is specified in Annex 1 to the Contract.

**Contract Price:**

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

**Performance time:**

Repair and maintenance works under the Contract performed by Party 2 must be fully completed in accordance with the technical specifications by 23.03.2014. Deadlines for particular stages are defined in implementation schedule (Annex 2 to the Contract).

**Term of the Contract:**

The Contract enters into force upon the signature and is applied to the legal relationship of the parties actually occurred on 25.08.2013, and is valid until the Parties fulfill all their obligations under the Contract.

**Responsibility of the parties:**

For non-fulfillment (improper fulfillment) of obligations under the contract the Parties are liable under the legislation of the Russian Federation.

**Dispute resolution:**

All disputes arising in the course of implementation of the contract shall be settled by negotiations and in writing. In case of failure to reach agreement the disputes should be resolved by the Arbitration Court of Krasnodar region.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Solod A.V. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. | - | FOR |
| Kolyada A.S. | - | FOR | Katina A.Yu. | - | FOR |

Thus, the decision on the thirteenth item (paragraph 12) was adopted by majority of independent director uninterested in transaction.

13.1. To decide that the price of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “MOESK” JSC as interested party transaction, cannot be equal to or exceed 2% of the net value of assets “Kubanenergo” according to its financial statements for the last reporting date.

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

13.2. To approve of contract on maintenance as well as emergency maintenance and repair of facilities of “Kubanenergo”, signed by “Kubanenergo” JSC and “IDGC of Centre” JSC as interested party transaction (hereinafter - the Contract, annex 30 to the decision of the Board of Directors of the Company) on the following conditions:

**Parties of the Contract:**

Party 1 – “Kubanenergo” JSC

Party 2 – “MOESK” JSC

**Subject of the Contract:**

Party 2 undertakes to perform, according to the instructions of the Party 1, works on technical and operational maintenance and repair of facilities of the Party 1 on ownership or other legal rights, and deliver the results to Party 1 and Party 1 shall accept the work and pay them to the conditions Treaty.

Party 2 undertakes to perform emergency repair work on facilities of Party 1 listed in Annex 1 to the Contract. Party 2 undertakes to perform all the works specified in paragraph 1.1 of the Contract using own sources and if necessary with the written consent of the Party 1 attracting subcontractors. The list of facilities for the works, specified in paragraph 1.2 of the Contract, is specified in Annex 1 to the Contract.

**Contract Price:**

The cost of work is determined in accordance with Annex 3 to the contract, based on techniques of calculating the cost of works (services) on provision of reliable operation of power grid facilities of Sochi power grid and the branch of “FGC UES” – “MES Yuga” for the period of preparation to and conduct of the XXII Olympic Winter games and XI Paralympic Winter games of 2014 in Sochi, approved by the Order of “Russian grids” JSC No. 637 dated 01.11.2013.

Final cost of work is determined on the basis of provided by the Party 2 to Party 1 documents confirming the costs incurred:

the act of acceptance of works filled in on form No.KC-2, signed by representatives of Party 1 and Party 2;

certificate of the cost of works filled in on form No.KC-3;

invoices for payment;

invoice.

**Performance time:**

Repair and maintenance works under the Contract performed by Party 2 must be fully completed in accordance with the technical specifications by 23.03.2014. Deadlines for particular stages are defined in implementation schedule (Annex 2 to the Contract).

**Term of the Contract:**

The Contract enters into force upon the signature and is applied to the legal relationship of the parties actually occurred on 01.08.2013, and is valid until the Parties fulfill all their obligations under the Contract.

**Responsibility of the parties:**

For non-fulfillment (improper fulfillment) of obligations under the contract the Parties are liable under the legislation of the Russian Federation.

**Dispute resolution:**

All disputes arising in the course of implementation of the contract shall be settled by negotiations and in writing. In case of failure to reach agreement the disputes should be resolved by the Arbitration Court of Krasnodar region.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Solod A.V. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R. | - | FOR |
| Kolyada A.S. | - | FOR | Katina A.Yu. | - | FOR |

Thus, the decision on the thirteenth item (paragraph 13) was adopted by majority of independent director uninterested in transaction.

**Item 14**

**On approving amended business-plan (including investment programme) of Kubanenergo JSC for 2013**

To approve the amended business-plan (including investment programme) of Kubanenergo JSC for 2013, in accordance with Annex 31 to the decision of the BoD.

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Katina A.Yu. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R, | - | For |
| Kolyada A.S. | - | FOR | Solod A.V. | - | FOR |

Thus, the decision on the fourteenth item was unanimously adopted by the BoD members.

**Item 15**

**On approving amended Programme of energy saving and enhancing energy efficiency of Kubanenergo JSC for 2013-2018**

To approve theamended Programme of energy saving and enhancing energy efficiency of Kubanenergo JSC for 2013-2018, in accordance with Annex 32 to the decision of the BoD

**Voting results**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vagapov S.G. | - | FOR | Lavrova M.A. | - | FOR |
| Varvarin A.V. | - | FOR | Katina A.Yu. | - | FOR |
| Gaichenya I.A. | - | FOR | Magadeyev R.R, | - | For |
| Kolyada A.S. | - | FOR | Solod A.V. | - | FOR |

Thus, the decision on the fifteenth item was unanimously adopted by the BoD members.

|  |  |
| --- | --- |
| Chairperson  | Magadeyev R.R. |
| Corporate secretary | Russu O.V. |