

Appendix 10. Information about Major Transactions and Transactions with Interest

JSC ASE EC

Table 10.0 - List of major transactions committed in 2018 and approved by JSC ASE EC managing bodies according to Federal Law “On Joint-Stock Companies” and the Company’s Articles of Association

No · of ite m	Parties of the transaction	Subject and other significant transaction conditions	Body that made the decision on the approval of the transaction
1	<p>Guarantor: JSC ASE EC ; Borrower: JSC “Atomenergoproekt”; Creditor: Atomenergoprom JSC.</p>	<p>Guarantee agreement between JSC ASE EC (Guarantor), JSC “Atomenergoproekt”(Debtor) and Atomenergoprom JSC (Creditor) is concluded by the parties on the following terms: Subject of the agreement: Within the limits set by para. 1.2 of the Guarantee, the Guarantor shall be answerable to the Creditor for improper performance by the Debtor of its obligations under the Main Contract. Main Contract is the Loan Contract No. 5/9663-D dd. 07.11.2017 signed between the Borrower and the Creditor for provision of funds as a loan. Para. 1.2 of the Guarantee: The basis for the Guarantor's liability shall be the Debtor's failure to perform or failure to properly perform its obligations under the Main Contract regarding the repayment of received funds and payment of interest on them at the time and in the manner specified in the Main Contract. The Guarantor is well aware of all the terms and conditions of Loan Contract and the Guarantor has become familiar with the wording thereof, including the following: - The total amount of debt limit associated with loans granted at any moment of the Loan Contract validity(without the accrued interest and penalties) may not exceed 11 000 000 000 (Eleven billion) rubles; - Interest rate or procedure of its determination: at least 4.5 (Four point five) annual percent and not more than 9.7 (Nine point seven) annual percent from the amount of provided funds; - Date of loan granting: in accordance with the Borrower’s applications to the Loan</p>	<p>JSC ASE EC Board of Directors, Minutes of Meeting No. 7 dd. 05.03.2018.</p>

		<p>Contract;</p> <ul style="list-style-type: none"> - Date of loan repayment: as specified in the Borrower's applications. - Number of loans (tranches) under the Loan Contract - unlimited; - Loan Contract validity period - by July 31, 2020. <p>The Guarantee is valid from the day of its signing till September 29, 2020.</p>	
2	<p>Lender: JSC ASE; Borrower: JSC ASE EC .</p>	<p>The Loan Contract is concluded by the parties on the following terms: The Lender grants funds and the Borrower commits itself to reimburse the received funds and pay interest under the following conditions:</p> <ul style="list-style-type: none"> - maximum amount of aggregate debt at each moment of the Loan Contract validity may not exceed 10 000 000 000 (Ten billion) rubles; - amount of turned-over loans granted in the calendar year is not limited; - loans are granted on the basis of applications filed by the parties according to Appendix No. 2 to the Loan Contract that are a prerequisite of the Loan Contract; - the period of granting the loan is determined by the parties in the applications according to the form as per Appendix No. 2 to the Loan Contract; - the Lender is to be paid by the Borrower an interest on each loan according to the rate established by the respective application but not less than 4% (Four percent) annual percent and not more than 7.95 (Seven point nine five) annual percent in the order established by the Loan Contract; - Loan Contract validity period: 1 (one) year from the moment of its signing. <p>This transaction is an interconnected major transaction for JSC ASE EC .</p>	<p>JSC ASE EC Board of Directors, Minutes of Meeting No. 18 dd. 29.05.2018.</p>

JSC ASE EC did not commit any interested party transactions in the reporting period.

JSC ASE EC Articles of Association include a provision for non-applicability to the Company of Chapter XI of Federal Law No. 208-FZ dd. 19.12.1995 "On Joint-Stock Companies" (i. 3.10. of Article 3 of the Articles of Association).

JSC ASE

Within the reporting period, 4 major transactions were concluded (3 transactions concluded on 21.09.2018, 1 transaction concluded on 07.12.2018), consent of JSC ASE sole shareholder to conclude these transactions was obtained (JSC ASE sole shareholder's resolutions No. 1 dd. 17.01.2018, No. 2 dd. 02.04.2018, No. 5 dd. 21.09.2018, No. 7 dd. 04.12.2018). Details on these transactions cannot be disclosed within the report as it contains confidential information.

According to item 3.11 of Section 3 of JSC ASE Articles of Association, provisions of Chapter XI of Federal Law No. 208-FZ dd. 26.12.1995 "On Joint-Stock Companies" are not applicable to the Company (clause 8 of Article 83 of Federal Law No. 208-FZ dd. 26.12.1995 "On Joint-Stock Companies").

JSC "Atomenergoproekt"

5 major transactions were concluded within the reporting period:

1. Agreement on making an unremunerated contribution to the property of the joint-stock company between Joint-Stock Company "Atomenergoproekt" and Joint-Stock Company "Atomstroyexport"(PSRN 1027739496014):

Parties of the transaction:

Shareholder - Joint Stock Company "Atomstroyexport";

Company - Joint-Stock Company "Atomenergoproekt".

Transaction subject: Joint-Stock Company "Atomstroyexport" as a shareholder of JSC "Atomenergoproekt" according to Article 32.2 of the Federal Law No. 208-FZ dd. 26.12.1995 "On Joint-Stock Companies", subclause 11 of clause 1 of Article 251 of the RF Tax Code, in order to finance and maintain JSC "Atomenergoproekt" activities, transfers without compensation to JSC "Atomenergoproekt" a contribution provided for by this agreement and Joint-Stock Company "Atomenergoproekt". Joint-Stock Company "Atomenergoproekt" accepts the contribution. As a contribution, JSC ASE transfers funds in the amount of 8 940 000 000 (Eight billion nine hundred million) rubles 00 kopecks. This contribution does not change the share of JSC ASE, does not increase the charter capital of JSC ASE and does not change the nominal value of JSC ASE share in the charter capital of JSC "Atomenergoproekt".

Transaction price: 8 940 000 000 (Eight billion nine hundred forty million) rubles 00 kopecks.

Time of transfer of contribution: JSC ASE transfers the contribution to JSC "Atomenergoproekt" by 31.12.2018 inclusive.

Board of Directors consent to conclude the transaction was obtained (MoM No. 311 dd. 02.07.2018).

2. Loan Contract between Joint-Stock Company "Atomstroyexport" and Joint-Stock Company "Atomenergoproekt":

Parties of the transaction:

Lender: Joint-Stock Company "Atomstroyexport";

Borrower: Joint-Stock Company "Atomenergoproekt".

Transaction subject: Under the Contract, the Lender provides funds as a loan (hereinafter - Loan) on the whole or in parts, total loan amount of which at each moment of Loan Contract validity period (not considering the accrued interest for the use of loan and penalties) may not exceed 22 000 000 000.00 (Twenty two billion) rubles without VAT and on the terms stipulated by the Contract, and the Borrower undertakes to pay back the received funds and to pay interest for them at the time and in the manner specified in the Contract.

Loan under the Contract shall be provided at the interest rate not exceeding 9.2 (Nine point two) annual percent from the amount of provided funds.

Transaction price: 26 042 576 001.20 (Twenty six billion forty two million five hundred seventy six thousand one) ruble 20 kopecks, considering the maximum accrued interest in the amount of 4 042 576 001.20 (Four billion forty two million five hundred seventy six thousand one) ruble 20 kopecks.

Transaction validity period: The Contract is considered as concluded from the date of Loan amount/part of Loan transfer to the Borrower's account upon the first application of the Borrower. The loan is provided to the Borrower for the period till December 23, 2020.

Consent of the general shareholders' meeting to conclude a transaction is obtained (MoM No. 10 dd. 03.12.2018).

3. Additional Agreement No. 1 to Loan Contract No. 02/17912-D dd. January 27, 2017 between Joint-Stock Company "Atomstroyexport" and Joint-Stock Company "Atomenergoproekt".:

Parties of the transaction:

Lender: Joint-Stock Company "Atomstroyexport";

Borrower: Joint-Stock Company "Atomenergoproekt".

Transaction subject: Item 1.1 of the Contract shall have the following wording:

"Under the Contract, the Lender provides funds as a loan (hereinafter - Loan) on the whole or in parts, total loan amount of which at each moment of Loan Contract validity period (without the accrued interest for the use of loan and penalties) may not exceed 18 400 000 000.00 (Eighteen billion four hundred million) rubles (not subject to VAT) and on the terms stipulated by the Contract, and the Borrower undertakes to return the received funds and to pay interest for them at the time and in the manner specified in the Contract".

Transaction price: in the wording of Additional Agreement No. 1, the transaction price is 21 668 701 369.80 (Twenty one billion six hundred sixty eight million seven hundred one thousand three hundred sixty nine) rubles 80 kopecks, considering the maximum accrued interest in the amount of 3 268 701 670 (Three billion two hundred sixty eight million seven hundred one thousand six hundred seventy) rubles.

Consent of the general shareholders' meeting to conclude a transaction was obtained (MoM No. 7 dd. 13.04.2018).

4. Additional Agreement No. 28 to Subcontract No. 259//08108/378 DS11 dd. 26.04.2011 (hereinafter - Subcontract) between Joint-Stock Company "Atomenergoproekt" and Public Joint-Stock Company Energospetsmontazh.

Parties of the transaction:

General Contractor: Joint-Stock Company "Atomenergoproekt";

Contractor: Public Joint-Stock Company Energospetsmontazh.

Transaction subject: In order to ensure performance of construction and erection works on the Facilities within the deadlines established by Appendix No. 1 "Level 1 Construction Schedule of Unit 2, Novovoronezh NPP-2" to Additional Agreement No. 17-93 dd. 16.08.2017 to the contract No. 08108/378 dd. 15.08.2008, as stated in Agreement No. 9-1 (Rosenergoatom JSC as the Customer), the Parties agreed to specify the deadlines of work performance and scope of Works under the Subcontract due to the update of estimate documentation being the subject of Contract within the scope of DCW and defined the scope of Works to be performed by the Contractor in 2018, based on which the Parties reached an agreement to make the following amendments to the Subcontract:

1.1. Item 3.1 of the Subcontract shall have the following wording:

"The cost of the work under the Subcontract (Works Price) is determined based on the calculation of the price of Works and services and amounts as the benchmark price of year 2000 to 1 087 013 568 (one billion eighty seven million thirteen thousand five hundred sixty eight) rubles, at the current price level, taking into account the contractual coefficient 0.9848, it amounts to 11 562 316 282 (eleven billion five hundred sixty two million three hundred sixteen

thousand two hundred eighty two) rubles 78 kopecks, including 18% VAT in the amount of 1 763 743 161 (one billion seven hundred sixty three million seven hundred forty three thousand one hundred sixty one) rubles 78 kopecks.

The Price of Works under the Subcontract at the current price level is preliminary. The price of the works under the Subcontract at the current price level shall be specified in accordance with the Procedure of determining the price of works and services by signing Additional Agreements”.

1.2. Item 6.1 of the Subcontract shall have the following wording:

“Commencement of the works - 26.04.2011;

Completion of the works - 31.12.2018.

The time periods of works execution, including interim ones, are specified in the Level 3 Work Process Schedule”.

2. The cost of works performed as of 01.01.2018 was 968 720 308 (nine hundred sixty eight million seven hundred twenty thousand three hundred eight) rubles as the benchmark price of year 2000, at the current price level it amounts to 10 256 527 544 (ten billion two hundred fifty six million five hundred twenty seven thousand five hundred forty four) rubles 10 kopecks, including VAT 18% - 1 564 555 049 (one billion five hundred sixty four million five hundred fifty five thousand forty nine) rubles 10 kopecks.

The cost of works to be performed in 2018 will amount: as the benchmark price of year 2000 to 118 293 260 (one hundred eighteen million two hundred ninety three thousand two hundred sixty) rubles, at the current price level to 1 305 788 738 (one billion three hundred five million seven hundred eighty eight thousand seven hundred thirty eight) rubles 68 kopecks, including VAT 18% – 199 188 112 (one hundred ninety nine million one hundred eighty eight thousand one hundred twelve) rubles 68 kopecks.

3. Conclusion of Agreement shall not relieve the Contractor from responsibility provided for by the Subcontract for the failure to perform its obligations within the deadlines earlier stipulated by the Subcontract. The General Contractor reserves the right to lay claims to recovery of penalties and damages, the penalties are imposed from the moment of breaching the deadlines earlier stipulated by the Subcontract up to the moment of works completion.

4. The following documents shall be considered as invalid:

4.1. Appendix No. 1 “Level 3 NPP Construction Schedule” to Additional Agreement No. 25 dd. 28.11.2017 to the Subcontract;

4.2. Appendix No. 1 “Calculation of Price of Works and Services” to Additional Agreement No. 26 dd. 13.04.2018 to the Subcontract;

4.3. Appendix No. 2 “Topical Plan for Execution of Works in 2018” to Additional Agreement No. 26 dd. 13.04.2018 to the Subcontract;

5. The following documents shall be made effective:

5.1. “Level 3 NPP Construction Schedule”, according to Appendix No.1 to the Agreement;

5.2. “Calculation of Price of Works and Services”, according to Appendix No.2 to the Agreement;

5.2. “Topical Plan for Execution of Works in 2018”, according to Appendix No. 3 to the Agreement;

6. This Agreement comes into force since being signed by authorized representatives of the Parties.

7. This Agreement is executed and signed in 2 (two) copies, one copy for each Party.

8. In all the other respects not specified by this Agreement, the terms of the Subcontract shall be applied.

9. The Agreement comes into force from the date of its signing by the Parties and is an integral part of the Subcontract.

10. This Agreement is executed in two copies having equal legal force, one for each Party.

11. The following Appendices shall be an integral part of this Agreement:

11.1. Appendix 1 “Level 3 NPP Construction Schedule”;

11.2. Appendix No. 2 “Calculation of Price of Works and Services”;

11.3. Appendix No. 3 “Topical Plan for Execution of Works in 2018”.

Board of Directors consent to conclude the transaction was obtained (MoM No. 306 dd. 14.05.2018).

Additional Agreement to the contract for construction of Novovoronezh NPP-2 power units 1 and 2 dd. 15.08.2008 reg. No. 2008/23.1/29946 (No. 08108/378) in the revision of Agreement No. 9-1 dd. 22.02.2011 reg. No. 2008/23.1/29946-11 between Joint-Stock Company Russian Concern for Heat and Electricity Generation at Nuclear Power Plants (PSRN 5087746119951) and Joint-Stock Company “Atomenergoproekt” (hereinafter - the contract):

Parties of the transaction:

Customer - Joint-Stock Company Russian Concern for Heat and Electricity Generation at Nuclear Power Plants;

General Contractor - Joint-Stock Company “Atomenergoproekt”.

Transaction subject:

1.1. In accordance with i. 34.1 of the Contract and based on the Minutes of Meeting in absentee form No. 1-OK/9-pr dd. 09.02.2018 of the Operational Committee of Rosatom State Corporation on the subject “Establishment of remuneration indicators for construction and erection personnel involved in the NPP construction”, the Parties reached an agreement to make the following amendments to the Contract:

1.1.1. Appendix No. 8 “Procedure for Determination of Price of Works and Services, Settlements for Works Performed” (in the wording of Appendix No. 1 to Additional Agreement No. 17-88 dd. 12.04.2017, reg. No. 2008/23.1/29946-88 to the Contract, taking into account the amendments made by Additional Agreement No. 17-98, dd. 29.12.2017, reg. No. 2008/23.1/29946-98) shall have the wording of Appendix No. 1 to Additional Agreement (Appendix No. 3 to the MoM).

JSC ATOMPROEKT

In accordance with item 3.11 of the Articles of Association of JSC ATOMPROEKT, the provisions of Chapter XI of Federal Law “On Joint-Stock Companies” that determine the terms and conditions of the transactions in relation to which there is an interest, and the procedure of approval foreseen for transactions in relation to which there is an interest, shall not be applicable for the Company.

There was one major transaction within the reporting period for JSC ATOMPROEKT.

Conclusion of loan contract with JSC ASE

Parties to the Contract:

Lender: JSC ASE,

Borrower: JSC ATOMPROEKT.

Subject of the Contract:

The Lender provides funds as a loan (hereinafter - Loan) on the whole or in parts, total loan amount of which at each moment of Loan Contract validity period (without the accrued interest and penalties) may not exceed 10 000 000 000.00 (Ten billion) rubles (not subject to VAT in accordance with clause 3, subclause 15, Article 149 of the RF Tax Code) and on the terms stipulated by the Contract, and the Borrower undertakes to return the received funds and to pay interest for them at the time and in the manner specified in the Contract.

Loan under the Contract shall be provided at the interest rate of at least 4.5 (four point five) annual percent and not more than 8.6 (eight point six) annual percent from the amount of provided funds. It is not subject to VAT in accordance with clause 3, subclause 15, Article 149 of the RF Tax Code.

The Lender shall provide cashless Loan by money transfer in whole or in parts (hereinafter - part of the Loan) in compliance with written Applications of Borrower (Appendix

No. 2 to the Contract) at his settlement account specified in the Borrower's Application. Applications for receipt of the Loan/part of the Loan shall be executed in accordance with i. 3 of the Contract.

The Loan/part of the Loan shall be considered as provided from the date of money transfer under the Application to the Borrower's settlement account (hereinafter - Date of Loan/part of the Loan provision).

Contract price:

It consists of the sum of the loan in the amount not exceeding 10 000 000 000.00 (Ten billion) rubles (not subject to VAT in accordance with clause 3, subclause 15, Article 149 of the RF Tax Code) and interest at the rate of at least 4.5 (four point five) annual percent and not more than 8.6 (eight point six) annual percent from the amount of provided funds.

Contract validity period:

The Contract is considered as concluded from the date of Loan amount/part of the Loan transfer to the Borrower's account upon the first application of the Borrower.

The Contract is valid till February 01, 2021.