

Approved by Unipro PJSC
Board of Directors on 01 April 2021,
Minutes No.300 dated 01 April 2021

Agreed by Unipro PJSC
Audit Committee on 19 March 2021,
Minutes No.61 dated 22 March 2021

Related-Party Transaction Report 2020

No.	Transaction	Parties to the transaction	Material terms of the transaction	Related party (parties) as of the transaction date	Management body authorising the transaction by its resolution
1	Loan Agreement ¹ dated 23 June 2020 between Unipro PJSC and Uniper SE	Unipro PJSC as the Borrower; Uniper SE as the Lender	Subject of the transaction: The Lender shall provide the Borrower with funds in the amount and on the terms as stipulated by the Agreement, while the Borrower shall repay the funds and pay charged interest as provided for by the Agreement. Loan amount: The max. loan (loans) amount is ten billion roubles (RUB 10,000,000,000.00). Utilisation of the Credit Facility and Condition Precedent: The Borrower may use the Credit Facility by sending the Lender a Utilisation Request properly filled out as per the form in Annex No. 1 to the Agreement. The Borrower may send a Utilisation Request only if the Borrower has provided a copy of the resolution adopted by the Borrower's Board of Directors on approval of material terms of this Agreement (Preliminary Terms). The Utilisation Request made by the Borrower shall be accepted by the Lender at its own discretion. The acceptance of the Utilisation Request shall be confirmed by the Lender to the Borrower within 1 Business Day with an	Uniper SE is a related party controlling Unipro PJSC and a party to the Transaction; Andreas Schierenbeck is a related party serving as a management body member of a party to the transaction; David Bryson is a related party serving as a management body member of a party to the transaction.	The transaction has been approved by the Company's Board of Directors, Minutes No. 289 dated 18 June 2020.

¹ This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of the Federal Republic of Germany. The Loan means a loan which can be granted in accordance with the fixed-term credit facility in the amount not exceeding RUB 10 billion. As of 31 December 2020, Unipro PJSC did not use the loan under the credit facility extended thereto. The basic terms and conditions for each loan will be agreed upon as long as the credit facility is used.

			approved copy of the Utilisation Request sent by the Lender to the Borrower ("Acceptance Confirmation"). Loan renewal upon repayment: The Borrower may repeatedly use the whole amount under the Credit Facility or any part thereof repaid by the Borrower by that time. Intended use: The Borrower shall use all amounts of funds borrowed thereby as part of the Credit Facility solely to perform the following payment obligations: (1) to pay dividends to its major shareholders, (2) to pay taxes, (3) to pay salaries to the Borrower's employees, (4) to pay amounts to place short-term bank deposits with Gazprombank (JSC), (5) to pay bank commission fees under the Agreement, including Clause 10 of the Agreement, and (6) to pay amounts for Prolongation purposes. Loan interest rate: The interest rate on each Loan for each Interest Period shall be calculated on the Quotation Date using the following formula: (a) where the chosen Interest Period is 1, 2, 3 or 6 calendar months: $i = cX + 0.8$ (b) where the chosen Interest Period is 4 or 5 calendar months: $i = (c1 + (c2 - c1) * (p - t1) / (t2 - t1)) + 0.8$ provided, in each case: i – Interest Rate expressed as the annual interest rate; p – relevant interest rate period in days in accordance with the Utilisation Request; t1 – minimum standard MOSPRIME period (in days) closest to "p"; t2 – maximum standard MOSPRIME period (in days) closest to "p"; c1 – MOSPRIME rate fixed for the period "t1"; c2 – MOSPRIME rate fixed for the period "t2"; cX – MOSPRIME equivalent for the relevant Interest Period in 1, 2, 3 or 6 calendar months. The Interest Period shall be 1, 2, 3, 4, 5, or 6 calendar months. Loan Period shall mean a period from the Effective Date of the Agreement until the date		
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			occurring one month prior to the Termination Date of the Agreement, inclusive. Loan repayment: The Borrower shall repay the Loan on the last day of the Interest Period. the Termination Date of the Agreement shall mean the date occurring in five (5) years from the Effective Date of the Agreement.		
2	Agreement No. 1 to amend the Loan Agreement dated 23 June 2020 between Unipro PJSC and Uniper SE.	Unipro PJSC as the Borrower; Uniper SE as the Lender	Subject of the Transaction: Upon mutual agreement of the Parties, the Interest Rate calculated in accordance with the terms of the agreement will be reviewed on the Quotation Day and can be adjusted (by mutual agreement of the Parties to be documented in writing in the Request for Utilisation) for the loan for which the interest rate has been calculated in accordance with the terms of the agreement, by increasing or reducing it by a maximum of 0.3% per annum in accordance with the existing market conditions on the Quotation Day.	Uniper SE is a related party controlling Unipro PJSC and a party to the Transaction; Andreas Schierenbeck is a related party serving as a management body member of a party to the transaction; David Bryson is a related party serving as a management body member of a party to the transaction.	The transaction has been approved by the Company's Board of Directors, Minutes No. 290 dated 17 July 2020.
3	Additional Agreement No. 4 to Paid Services Contract No. IA-16-0597 dated 30 June 2016 between Unipro PJSC and Uniper Technologies GmbH.	Unipro PJSC as the Customer; Uniper Technologies GmbH as the Contractor.	Subject of the transaction: Amendment of the terms of Contract No. IA-16-0597 dated 30 June 2016. Value of the Services under the Agreement: The amount of the fee payable to the Contractor for the services rendered during the performance of this Contract shall be limited to Seven million four hundred thousand Euro (EUR 7,400,000) exclusive of VAT. If the maximum amount of the fee payable to the Contractor is not sufficient to continue the services, it may be adjusted by agreement of the Parties. The location of the services under the Contract shall be the Russian Federation. Contractor service rates:	Uniper SE – a related party, is a controlled party under the transaction.	The transaction has been approved by Company's Board of Directors, Minutes No. 291 dated 17 August 2020.

			The Parties came to an understanding to agree upon additional rate R4/10 as follows: <table><tr><th>Class / Qualification</th><th>EUR/man-hour</th></tr><tr><td>R4/10</td><td>9</td></tr></table> Contract Period: This Contract shall remain in force, and the Parties' obligations under the Contract shall continue until: a) Contract termination date in case of termination at either Party's initiative; b) Contract expiration date, i.e., 31 December 2020, but not before the Customer repays its debt to the Contractor.	Class / Qualification	EUR/man-hour	R4/10	9		
Class / Qualification	EUR/man-hour								
R4/10	9								
4	Additional Agreement No. 5 to Paid Services Contract No. IA-16-0597 dated 30 June 2016 between Unipro PJSC and Uniper Technologies GmbH.	Unipro PJSC as the Customer; Uniper Technologies GmbH as the Contractor.	Subject of the transaction: Amendment of Contract No. IA-16-0597 dated 30 June 2016. Value of the Services under the Agreement: The amount of the fee payable to the Contractor for the services rendered during the performance of this Contract shall be limited to Seven million eight hundred thousand Euro (EUR 7,800,000) exclusive of VAT. If the maximum amount of the fee payable to the Contractor is not sufficient to continue the services, it may be adjusted by agreement of the Parties. The location of the services under the Contract shall be the Russian Federation. Contract Period: This Contract shall remain in force, and the Parties' obligations under the Contract shall continue until: a) Contract termination date in case of termination at either Party's initiative; b) Contract expiration date, i.e., 31 March 2021, but not before the Customer repays its debt to the Contractor in full.	Uniper SE – a related party, is a controlled party under the transaction.	The transaction has been approved by Company's Board of Directors, Minutes No. 294 dated 3 November 2020.				

General Director
Unipro PJSC

M.G. Shirokov