

Report on related-party transactions, performed by PJSC Enel Russia in 2017

№	Significant terms and conditions	Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes	Person interested in the performed transaction
1	<p>Parties of the agreement: the Creditor – PJSC Enel Russia, the Debtor - LLC OGGK-5 Finance</p> <p>Subject of the agreement: Debt at the amount 595 040 000 (five hundred ninety-five million and forty thousand) RUR acknowledged by both Parties</p> <p>Debt repayment schedule: (i) not more than 46 000 000 (forty-six million) RUR shall be paid from the Debtor to the Creditor assets within 1 (one) month from the date of the Agreement conclusion;</p> <p>(ii) the Debtor shall sell all publicly traded shares at the balance (as per Annex) to the Creditor within 11 (eleven) months from the date of Agreement conclusion at the price which should not be less than MOEX (Moscow Stock Exchange) price as of date of transaction (market price). Settlement will be done through set-off;</p> <p>(iii) the Debtor shall sell to the Creditor 60% of the share in JSC “Teploprogress” (main state registration number 1076606002615) at the amount of 76 800 000 (seventy-six million eight hundred thousand) RUR. Settlement to be done through set-off;</p> <p>(iv) the Debtor shall sell to the Creditor 1/105713 of the participation interest in LLC “Sanatorium-Preventorium Energetik” (main state registration number 1132651019786) at the amount of 112 (one hundred and twelve) RUR. Settlement to be done through set-off;</p> <p>(v) the remained debt at the amount not more than 350 000 000 (three hundred and fifty million) RUR shall be released</p> <p>Term of the agreement: This agreement shall enter into force upon its signature by both Parties and shall be valid until December 31, 2017 or complete performance of the Debtor’s obligations. The agreement applies to the Parties’ relations arisen from January 01, 2017.</p>	Board of Directors of PJSC Enel Russia (Minutes № 2/17, dd. 16.02.2017)	Enel S.p.A Enel Investment Holding B.V.
2	<p>Parties of the agreement: the Client – LLC Enel Rus Wind Generation; the Contractor – PJSC Enel Russia.</p> <p>Subject of the agreement: the Contractor undertakes to perform legal support services to the Client in connection with potential renewables energy business in Russia.</p> <p>Price of the agreement: fixed fee of 870 912 Rubles per month, plus VAT and reimbursable expenses.</p> <p>Duration of the services: 01.12.2016 - 21.03.2017.</p> <p>Duration of the agreement: The agreement shall come into force upon its signature and shall be valid until full performance of the parties’ obligations. The agreement applies to the parties’ relations since December 1, 2016.</p>	Board of Directors of PJSC Enel Russia (Minutes № 2/17, dd. 16.02.2017)	Enel S.p.A Enel Investment Holding B.V. C. Palasciano
3	<p>Parties of the agreement: Enel Green Power Partecipazioni Speciali Srl– Seller; PJSC Enel Russia – Purchaser</p> <p>Subject of the agreement: The Seller shall transfer to the Purchaser the share equal to 1% (one percent) of the charter capital of Limited Liability Company Enel Rus Wind Generation, Main State Registration Number (OGRN) 1087746286033 with a nominal value of 3500 (three thousand five hundred) roubles (hereinafter - the "share"), and the Purchaser shall accept and pay for the share.</p> <p>Price of the agreement: The price shall not exceed 1 366 220 RUB.</p> <p>Payment procedure: The Purchaser shall pay for the share in roubles within 30 (thirty) business days upon conclusion of the contract by transferring monetary funds to the Seller's bank account.</p>	Board of Directors of PJSC Enel Russia (Minutes № 8/17, dd. 31.05.2017)	Enel S.p.A
4	<p>Parties of the agreement: ENEL Investment Holding B.V. – Seller; PJSC Enel Russia – Purchaser</p>	Board of Directors of PJSC Enel Russia (Minutes №	Enel S.p.A Enel Investment

	<p>Subject of the agreement: The Seller shall transfer to the Purchaser the share equal to 99% of the charter capital of Limited Liability Company Enel Rus Wind Generation, Main State Registration Number (OGRN) 1087746286033 with a nominal value of 346 500 (three hundred forty-six thousand five hundred) roubles (hereinafter - the "share"), and the Purchaser shall accept and pay for the share.</p> <p>Price of the agreement: The price shall not exceed 135 255 780 RUB.</p> <p>Payment procedure: The Purchaser shall pay for the share in roubles within 30 (thirty) business days upon conclusion of the contract by transferring monetary funds to the Seller's bank account.</p>	8/17, dd. 31.05.2017)	Holding B.V.
5	<p>Parties of the agreement: the Seller – LLC “OGK-5 Finance” the Purchaser – PJSC Enel Russia</p> <p>Subject of the agreement: The Seller shall transfer to the Purchaser all publicly traded shares at the balance (as per Annex) to the Purchaser within 11 (eleven) months from the date of Agreement conclusion, and the Purchaser shall accept the shares</p> <p>Price of the agreement: The price of all shares (as per Annex) should not be less than MOEX (Moscow Stock Exchange) price as of date of transaction (market price)</p> <p>Payment procedure: The Parties shall set-off mutual liabilities under the share purchase agreement of the shares (as per Annex) and agreement on part debt repayment to the amount calculated on the basis of market price as of date of transaction.</p>	Board of Directors of PJSC Enel Russia (Minutes № 2/17, dd. 16.02.2017)	Enel S.p.A Enel Investment Holding B.V.
6	<p>Parties of the agreement: Lender – PJSC Enel Russia Borrower – LLC Enel Rus Wind Generation</p> <p>Subject of the agreement: Provision of loans by the lender to the Borrower</p> <p>Special purpose loan: Loans are provided solely for financing specific operations of the Borrower related to development and implementation of projects for construction of wind generating facilities in accordance with the specified in the loan agreement.</p> <p>Max Loan Amount: Shall not exceed 400 000 000 RUB</p> <p>Rate: 0 %</p> <p>Maturity: Final maturity of each separate tranche will not exceed 10Y from the date of signing of each drawdown notice</p> <p>Other terms and conditions: Amount, final maturity, repayment schedule, and other terms and conditions to be defined in each specific drawdown notice within the above limits.</p>	Board of Directors of PJSC Enel Russia (Minutes № 13/17, dd. 11.09.2017)	Enel S.p.A Enel Investment Holding B.V.
7	<p>Parties of the Agreement: PJSC Enel Russia and Enel S.p.A.</p> <p>Subject of the Agreement: Enel S.p.A. based on its own experience and tangible assets, technical means and human resources, shall continuatively perform in favour and for the benefit of Enel Russia the provision of the Global Generation Services, and PJSC Enel Russia shall undertake to pay Enel S.p.A. for the above mentioned services in line with the agreement.</p> <p>Period of services: January 1, 2017 – December 31, 2017.</p> <p>The agreement price: The price shall not exceed EUR 4 934 536 VAT (18%) excluded.</p> <p>Duration of the Agreement: The agreement shall come into force after its signature and shall be valid until full performance of the parties' obligations. The agreement will be enforced with respect to parties' relations arising since 01.01.2017.</p>	Board of Directors of PJSC Enel Russia (Minutes № 8/15, dd. 05.08.2015)	Enel S.p.A
8	<p>Parties of the Agreement: PJSC Enel Russia and Enel S.p.A.</p> <p>Subject of the Agreement: Enel S.p.A. based on its own experience and tangible assets, technical means and human resources, shall continuatively perform in favour and for the benefit of Enel Russia the provision of the following type of services: Audit, Communications, European Affairs, Innovation & Sustainability, Administration, Finance & Control, Human Resources and Organization, Legal and Corporate Affairs, Eastern Europe, and PJSC Enel Russia shall undertake to pay Enel S.p.A. for the above mentioned services in line with the agreement.</p> <p>Period of services: January 1, 2017 – December 31, 2017.</p> <p>The agreement price: The price shall not exceed EUR 1 936 789 VAT (18%) excluded.</p> <p>Duration of the Agreement: The agreement shall come into force after its signature and shall be valid until full performance of the parties' obligations. The agreement will be enforced with respect to parties' relations arising since 01.01.2017.</p>	Board of Directors of PJSC Enel Russia (Minutes № 8/15, dd. 05.08.2015)	Enel S.p.A
9	<p>Parties of the Agreement: PJSC Enel Russia and Enel S.p.A.</p> <p>Subject of the Agreement: Enel S.p.A. based on its own experience and</p>	Board of Directors of PJSC Enel Russia (Minutes №	Enel S.p.A

	<p>tangible assets, technical means and human resources, shall continually perform in favour and for the benefit of Enel Russia the provision of the Global Procurement Services, and PJSC Enel Russia shall undertake to pay Enel S.p.A. for the above mentioned services in line with the agreement.</p> <p>Period of services: January 1, 2017 – December 31, 2017.</p> <p>The agreement price: The price shall not exceed EUR 279 210 VAT (18%) excluded.</p> <p>Duration of the Agreement: The agreement shall come into force after its signature and shall be valid until full performance of the parties' obligations. The agreement will be enforced with respect to parties' relations arising since 01.01.2017.</p>	8/15, dd. 05.08.2015)	
10	<p>Parties of the Agreement: PJSC Enel Russia – Sublessor; LLC Enel Rus Wind Generation – Sublessee.</p> <p>Leasable area shall not exceed 5,9 square meters</p> <p>Subject of the Agreement: The Sublessor shall sublease in favour of the Sublessee the non-residential premises located at: Moscow, Pavlovskaya street, 7, build 1, 9th floor, which shall be used as premises for the office of the Sublessee in Moscow.</p> <p>Lease payment: The monthly lease rate per square meter of the subleased area is 5 037,56 RUR, net of VAT (18%).</p> <p>A monthly lease payment shall not exceed 29 721,61 RUR, net of VAT (18%)</p> <p>Total price of the Agreement: shall not exceed 326 937,64 RUR, net of VAT (18%).</p> <p>Term of sublease: from August 1, 2017 to June 30, 2018.</p> <p>The Agreement duration: From the moment of signing the Agreement until full execution of the obligations by the Parties. The Agreement shall be applicable to the relations of the parties starting from 01.08.2017.</p>	Board of Directors of PJSC Enel Russia (Minutes № 14/17, dd. 06.10.2017)	Enel S.p.A Enel Investment Holding B.V.
11	<p>Parties of the agreement: the Seller – LLC “OGK-5 Finance”, the Purchaser – PJSC Enel Russia</p> <p>Subject of the agreement: The Seller shall transfer to the Purchaser the share in the charter capital of JSC “Teploprogress” equal to 60% with a nominal value of 76 800 000 (seventy-six million eight hundred thousand) RUR, and the Purchaser shall accept the share</p> <p>Price of the agreement: 76 800 000 (seventy-six million eight hundred thousand) RUR</p> <p>Payment procedure : The Parties shall set-off mutual liabilities under the share purchase agreement of the share in the charter capital of JSC “Teploprogress” and agreement on part debt repayment to the amount of 76 800 000 (seventy-six million eight hundred thousand) RUR</p>	Board of Directors of PJSC Enel Russia (Minutes № 2/17, dd. 16.02.2017)	Enel S.p.A Enel Investment Holding B.V.
12	<p>Parties of the agreement: the Seller – LLC “OGK-5 Finance”, the Purchaser - PJSC Enel Russia</p> <p>Subject of the agreement: The Seller shall transfer to the Purchaser the share in the charter capital of LLC “Sanatorium-Preventorium Energetik” equal to 1/105713 with a nominal value of 100 (one hundred) RUR, and the Purchaser shall accept the share</p> <p>Price of the agreement: 112 (one hundred and twelve) RUR</p> <p>Payment procedure: The Parties shall set-off mutual liabilities under the share purchase agreement of the share in the charter capital of LLC “Sanatorium-Preventorium Energetik” and agreement on part debt repayment to the amount of 112 (one hundred and twelve) RUR</p>	Board of Directors of PJSC Enel Russia (Minutes № 2/17, dd. 16.02.2017)	Enel S.p.A Enel Investment Holding B.V.
13	<p>Parties of the agreement: LLC Enel Rus Wind Generation – Seller; PJSC Enel Russia – Purchaser</p> <p>Subject of the agreement: The Seller shall transfer to the Purchaser share equal to 100% in the charter capital of Limited Liability Company “Azovskaya WPS”, Main State Registration Number (OGRN) 1147746896043 with a nominal value of 10 000 (ten thousand) rubles, and the Purchaser shall accept and pay for the share.</p> <p>Price of the agreement: The price shall not exceed not exceed 225 552 434,13 rubles.</p> <p>Payment procedure: The Purchaser shall pay for the share in rubles within 30 (thirty) business days upon conclusion of the contract by transferring monetary funds to the Seller's bank account.</p>	Board of Directors of PJSC Enel Russia (Minutes № 15/17, dd. 07.11.2017)	Enel S.p.A Enel Investment Holding B.V.
14	<p>Contract type: Framework contract</p> <p>Parties of the contract: Client – PJSC Enel Russia, Contractor – Enel Produzione S.p.A.</p> <p>Subject of the contract: Engineering review and management support services, related to the reconstruction of electrostatic precipitators at Reftinskaya Power Plant</p>	Board of Directors of PJSC Enel Russia (Minutes № 16/17, dd. 30.11.2017)	Enel S.p.A

	<p>Price of the contract: Shall not exceed 1.131.330,00 EUR net of VAT. Actual price shall be defined in the unit specific call-off to the framework agreement; such price will be calculated based on the actual number of man hours worked and unitary rates agreed in the framework contract. Estimated number of man hours under the contract shall not exceed 9.700 man hours in general and shall not exceed 1.940 man hours per unit. Duration of services: From 01.10.2017 till 30.07.2022 Actual services duration shall be defined in the unit specific call-off to the framework agreement. Contract validity: The contract shall be valid upon signature and expire upon performance by the parties of their respective obligations under the contract.</p>		
15	<p>Parties to the contract: Policyholder – PJSC Enel Russia, Insurer – AIG Insurance Company, CJSC Subject matter: In case of an insured event, Insurer shall pay the insurance indemnity according to the terms and conditions of the contract and Russian applicable law. Insurance object: Insured Party’s and/or insured individuals’ property interests in connection with the liability according to the applicable law to compensate losses of third parties in case of an insured event. All Coverages: Cover A (Side A) Insured Person Liability Cover B (Side B) Company Reimbursement Cover C (Global program) Subsidiaries and affiliates Director Liability Cover D (Global program) Representation at Investigations and Examinations Cover E (Global program) Special Excess Protection for Non-Executive Directors Cover F (Side C) Company Liability for Securities Claims Insured Persons: Including but not limited to: - members of Board of Directors, members of Management Board, General Director; - Executive Directors, Heads of Departments (functional directors); - Statutory Auditor, General Counsel or Risk Manager (or equivalent position) of the Company. Annual insurance Premium: Shall not exceed USD 40 000 Limit of Liability: Maximum USD 25 000 000 each claim and aggregate for all loss of all insured persons, including defense costs, plus USD 1 000 000 for each independent director. Policy Period: At least 1 year from the date of approval of the contract conclusion by annual General Shareholders’ Meeting of PJSC Enel Russia. Provide for possible annual renewal during 3 years.</p>	Annual general shareholders meeting of PJSC Enel Russia (Minutes № 1/16, dd. 29.06.2016)	Members of the Board of Directors of PJSC Enel Russia Members of the Executive Board of PJSC Enel Russia General Director of PJSC Enel Russia
16	<p>Parties of Contract: Enel Italia S.r.l. (the “Provider”) PJSC Enel Russia (the “Client”) Subject of Contract: The Provider shall provide following ICT services for Enel Russia in 2017-2018: • Connection services from Italy Data Center to Moscow • Creation of the new company code for RGRES in the Enel’s Global Information systems • Development and implementation of Allegro system • Implementation of additional functionality of the SAP WISE ERP system • Implementation of additional functionality for Bidding Strategy system • Implementation of additional functionality for P-WAY system • Implementation of additional functionality for Automated Electronic Financial Document Management System (EDMS) • Implementation of additional functionality for Service Now system • Implementation of additional functionality for Global Generation Portal • Cyber Security services for the Enel’s Global Information systems • Digital Enabler services • Operation services for Bidding Strategy system, based on SAS Licenses • OSI Soft Software Licenses • Operation services for Service Now system • Operation services for Global InEnel portal • Operation services for Enel Russia website • Operation services for Global Procurement system</p>	Board of Directors of PJSC Enel Russia (Minutes № 17/17, dd. 21.12.2017)	Enel S.p.A

	<ul style="list-style-type: none"> • Operation Services and Application maintenance services for Electronic Financial Document Management System (EDMS) • Operation services and corrective maintenance for SAP WISE ERP system • Operation services and corrective maintenance for SAP HR and SAP Global HR 2.0. system <p>Amount of Contract: will not exceed EURO 2 757 855,37 excluding VAT</p> <p>Term of performance of services: 01.01.2017 - 31.12.2018</p> <p>Term of Contract: The Contract shall enter into force upon signature and shall be valid until complete performance of the Parties' obligations. The Contract shall be applicable to the relations of the Parties starting from 01.01.2017.</p>		
17	<p>Parties of the agreement: LLC Enel Rus Wind Generation – Seller; PJSC Enel Russia – Purchaser</p> <p>Subject of the agreement: The Seller shall transfer to the Purchaser share equal to 100% in the charter capital of Limited Liability Company “Windlife Kola Vetro LL1”, Main State Registration Number (OGRN) 1115190029570 with a nominal value of 10 000 (ten thousand) rubles, and the Purchaser shall accept and pay for the share.</p> <p>Price of the agreement: The price shall not exceed not exceed 43 400 000 rubles.</p> <p>Payment procedure: The Purchaser shall pay for the share in rubles within 30 (thirty) business days upon conclusion of the contract by transferring monetary funds to the Seller's bank account.</p>	Board of Directors of PJSC Enel Russia (Minutes № 15/17, dd. 07.11.2017)	Enel S.p.A Enel Investment Holding B.V.
18	<p>Parties of the agreement: PJSC Enel Russia – the Lender; LLC “Windlife Kola Vetro LL1” – the Borrower</p> <p>Subject of the agreement: Provision of loans by the lender to the Borrower</p> <p>Special purpose loan: Loans are provided solely for financing specific operations of the Borrower related to payments towards third parties, which are necessary for due performance of agreements and activities related to the project for wind plant construction of 201 MW in Murmansk region (hereinafter – the “Project”), except for the cases where such payments are due under related party transactions of the Borrower, and for financing of ordinary operating expenses.</p> <p>Max Loan Amount: Shall not exceed 340.000.000,00 (three hundred forty thousand million) RUR.</p> <p>Rate: 0%</p> <p>Maturity: Final maturity of each separate tranche will not exceed 10Y from the date of signing of each drawdown notice.</p> <p>Other terms and conditions: Amount, final maturity, repayment schedule, and other terms and conditions to be defined in each specific drawdown notice within the above limits.</p>	Board of Directors of PJSC Enel Russia (Minutes № 17/17, dd. 21.12.2017)	Enel S.p.A Enel Investment Holding B.V.
19	<p>Parties of the agreement: PJSC Enel Russia – the Lender; “Azovskaya WPS” LLC – the Borrower</p> <p>Subject of the agreement: Provision of loans by the Lender to the Borrower</p> <p>Special purpose loan: Loans are provided solely for financing specific operations of the Borrower related to payments towards third parties, which are necessary for due performance of agreements and activities related to the project for wind plant construction of 90.09 MW in Azov, Rostov Region (hereinafter referred to as “Project”), except for the cases where such payments are due under related party transactions of the Borrower, and for financing of ordinary operating expenses.</p> <p>Max Loan Amount: Shall not exceed 180.000.000,00 (one hundred eighty thousand million) RUB.</p> <p>Rate: 0%</p> <p>Maturity: Final maturity of each separate tranche will not exceed 10Y from the date of signing of each drawdown notice.</p> <p>Other terms and conditions: Amount, final maturity, repayment schedule, and other terms and conditions to be defined in each specific drawdown notice within the above limits.</p>	Board of Directors of PJSC Enel Russia (Minutes № 17/17, dd. 21.12.2017)	Enel S.p.A Enel Investment Holding B.V.

General Director

C. Palasciano