

APPROVED BY
THE RESOLUTION OF THE BOARD OF
DIRECTORS OF PJSC ENEL RUSSIA
17.04.2019
(MINUTES NO. 7/19 DATED 19.04.2019)

Report on related-party transactions, performed by PJSC Enel Russia in 2018

Loan Agreement

Significant terms and conditions

Parties of the agreement: Lender – PJSC Enel Russia, Borrower – LLC «Reftinskaya GRES»

Subject of the agreement: Provision of loan by the lender to the Borrower

Special purpose loan: Loan is provided solely for financing specific operations of the Borrower related to mandatory operating expenses, initial costs associated with mandatory licenses and permits.

Max Loan Amount: Shall not exceed 2,475,000 RUB

Rate: 0 %

Maturity: final maturity of each separate tranche will not exceed 1Y from the date of signing of each drawdown notice.

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.

Person interested in the performed transaction: Enel Investment Holding B.V., Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Board of Directors of PJSC Enel Russia (Minutes № 14/17, dd. 06.10.2017)

Independent guarantee

Significant terms and conditions

Parties of the guarantee: PJSC Enel Russia – the Guarantor; “Azovskaya WPS” LLC – the Guaranteed Party (Principal); “Siemens Gamesa Renewable Energy” LLC – the Guarantee Beneficiary

Subject of the guarantee: The Guarantor unconditionally and irrevocably guarantees the Beneficiary full and timely fulfillment of the Guarantor's obligations under the Supply Reservation Agreement up to the guarantee amount

The guarantee amount is EUR 13,681,559 and RUB 620,893,455.

The guarantee is valid from the date of issue and until 31.07.2018, unless otherwise specified in the guarantee

The guarantee fee rate: 0%

Person interested in the performed transaction: Enel Investment Holding B.V., Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Board of Directors of PJSC Enel Russia (Minutes № 17/17, dd. 21.12.2017)

Supplementary Agreement to the Special purpose loan agreement

Significant terms and conditions

Parties of the Supplementary Agreement: PJSC Enel Russia – the Lender; LLC Enel Rus Wind Azov – the Borrower

Special purpose loans under the Supplementary Agreement: 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 District, Rostov Region, except for the cases where such payments are due under related party transactions of the Borrower, and for financing of operating and financial expenses.

Loans Amount under the Supplementary agreement: not more than twenty five million (25.000.000,00) RUB

Max Loans Amount under the Loan agreement: shall not exceed two hundred five million (205.000.000,00) RUB

Person interested in the performed transaction: Enel Investment Holding B.V., Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes Board of Directors of PJSC Enel Russia (Minutes № 7/18, dd. 01.06.2018)

Supplementary Agreement to the Special purpose loan agreement

Significant terms and conditions

Parties of the Supplementary Agreement: PJSC Enel Russia – the Lender; LLC Enel Rus Wind Kola – the Borrower

Special purpose loans under the Supplementary Agreement: 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 200,97 MW in Murmansk region, except for the cases where such payments are due under related party transactions of the Borrower, and for financing of operating and financial expenses.

Loans Amount under the Supplementary agreement: not more than three hundred forty five million (345.000.000,00) RUB

Max Loans Amount under the Loan agreement: shall not exceed six hundred eighty five million (685.000.000,00) RUB

Person interested in the performed transaction: Enel Investment Holding B.V., Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes Board of Directors of PJSC Enel Russia (Minutes № 7/18, dd. 01.06.2018)

Supplementary Agreement to the Special purpose loan agreement

Significant terms and conditions

Parties of the Supplementary Agreement: PJSC Enel Russia – the Lender; LLC Enel Rus Wind Azov – the Borrower

Special purpose loans under the Supplementary Agreement: 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 District, Rostov Region, including the payment under related party transactions of the Borrower and for financing of operating and financial expenses.

Max Loans Amount under the Supplementary agreement: not more than two hundred sixty million (260.000.000,00) RUB

Max Loans Amount under the Special purpose loan agreement: shall not exceed four hundred sixty five million (465.000.000,00) RUB

Person interested in the performed transaction: Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Board of Directors of PJSC Enel Russia (№ 9/18 dd. 27.07.2018)

Supplementary Agreement to the Special purpose loan agreement

Significant terms and conditions

Parties of the Supplementary Agreement: PJSC Enel Russia – the Lender; LLC Enel Rus Wind Kola – the Borrower

Special purpose loans under the Supplementary Agreement: 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 200,97 MW in Murmansk region, including the payment under related party transactions of the Borrower and for financing of operating and financial expenses.

Max Loans Amount under the Supplementary agreement: not more than two hundred eighty five million (285.000.000,00) RUB

Max Loans Amount under the Special purpose loan agreement: shall not exceed nine hundred seventy million (970.000.000,00) RUB.

Person interested in the performed transaction: Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Board of Directors of PJSC Enel Russia (№ 9/18 dd. 27.07.2018)

Independent guarantee

Significant terms and conditions

Parties of the Guarantee: PJSC Enel Russia – the Guarantor; LLC Enel Rus Wind Azov – the Guaranteed Party; “Siemens Gamesa Renewable Energy” LLC – the Guarantee Beneficiary.

Subject of the Guarantee: The Guarantor shall indemnify the Guarantee Beneficiary against all losses and expenses, up to the amount of the guarantee, which may be incurred by the Guarantee Beneficiary in connection with the Guaranteed Party's failure to perform obligations under the Supply Contract.

The Supply Contract is made between the guarantee Beneficiary and the Principal to implement the project on construction of the wind farm with installed capacity of 90.09 MW in the Rostov Region.

The guarantee amount is EUR 44.145,196 and RUB 2,048,944,850. The guarantee amount is automatically reduced by the amount paid by the Principal under the Supply Contract.

The guarantee is valid from the date of issue and until the date, whichever comes first: (a) fulfillment of the obligation by the Principal under the Supply Contract; or (b) 01.03.2021, unless otherwise specified in the guarantee.

The Guarantee Fee Rate: 0%

Parties having interest in transaction: Enel S.p.A. shall be considered as the entity having interest in transaction since Enel S.p.A. is the controlling entity of PJSC Enel Russia owing its shares in direct possession and the controlling entity of LLC Enel Rus Wind Azov owing its shares in authorized capital in indirect possession.

Share ownership of Enel S.p.A. in the authorized (joint) capital (percentage of shares owned by the interested party) in PJSC Enel Russia: 56.43%

Share ownership of Enel S.p.A. in the authorized (joint) capital in LLC Enel Rus Wind Azov: 0%, share ownership of PJSC Enel Russia in the authorized capital of LLC Enel Rus Wind Azov is 100 %

Share ownership of Enel S.p.A. in the authorized (joint) capital of LLC Siemens Gamesa Renewable Energy: 0%

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Annual General Shareholders' Meeting of PJSC Enel Russia (№ 1/18 dd. 04.06.2018)

Non-residential Sublease Agreement

Significant terms and conditions

Parties of the Agreement: PJSC Enel Russia – Sublessor; LLC Enel Rus Wind Generation – Sublessee.

Leasable area: shall not exceed 5.9 square meters

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.

Lease payment: Monthly lease payments shall not exceed 33 399,89 RUB, net of VAT, based on a monthly rate per square meter of the subleased area equal to 5 661 RUB, net of VAT.

Total price of the Agreement: Total price shall not exceed 367 398,82 RUB, net of VAT, for the whole sublease period.

Term of sublease: From July 1, 2018 to May 31, 2019 (11 months)

The Agreement duration: The Agreement will enter in force at the date of signing until full execution of the obligations by the Parties.

Main rights and obligation related to the sublease will be in force between the Parties during the sublease period.

Person interested in the performed transaction: Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Board of Directors of PJSC Enel Russia (№ 9/18 dd. 27.07.2018)

The Increase of a Company's Authorized Capital

Significant terms and conditions

Increase of authorized capital of LLC Enel Rus Wind Azov from 10 000 RUB (ten thousand) to 200 000 000 RUB (two hundred million) by providing additional contribution of PJSC Enel Russia with the amount of 199 990 000 RUB (one hundred ninety nine million nine hundred ninety thousand).

The correlation between the value of the additional contribution of PJSC Enel Russia and the amount by which the nominal value of its share is increased – 100% / 100%.

PJSC Enel Russia is entitled to make its additional contribution by within 2 (two) months of the adoption of the present decision.

Person interested in the performed transaction: Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Board of Directors of PJSC Enel Russia (№ 7/18 dd. 01.06.2018)

Supplementary Agreement to the Special purpose loan agreement

Significant terms and conditions

Parties of the Supplementary Agreement: PJSC Enel Russia – the Lender; LLC Enel Rus Wind Azov – the Borrower; Special purpose loans under the Supplementary

Agreement: 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 the construction of wind energy generating facility of estimated capacity 90.09 MW in Azov District, Rostov Region, including the payment under related party transactions of the Borrower and for financing of operating and financial expenses.

Loans Amount under the Supplementary agreement: not more than fifty five million (55.000.000,00) RUB
Max Loans Amount under the Special purpose loan agreement: shall not exceed five hundred twenty million (520.000.000,00) RUB

Person interested in the performed transaction: Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Board of Directors of PJSC Enel Russia № 11/18 dd. 28.09.2018)

Agreement for transfer of rights and obligations under the contracts for the qualified generation facilities (DPM) based on the renewable energy sources (RES)

Significant terms and conditions

Parties of the agreement: Transferor – PJSC Enel Russia; Transferee – LLC Enel Rus Wind Azov; JSC Trading System Administrator of Wholesale Electricity Market Transactions.

Subject of the agreement: Transfer by the Transferor of all rights and obligations under the DPM contracts to the Transferee, as a result of which the Transferor shall be completely replaced by the Transferee in accordance with all conditions and requirements of the DPM contracts.

DPM contracts are made with respect to the delivery of capacity of the renewable generating facility of awarded capacity of 90.09 MW.

Price of the agreement: Free of charge.

Parties having interest in transaction: Enel S.p.A. shall be considered as the entity having interest in transaction since Enel S.p.A. is the controlling entity of PJSC Enel Russia owing its shares in direct possession and the controlling entity of LLC Enel Rus Wind Azov owing its shares in authorized capital in indirect possession.

Share ownership of Enel S.p.A. in the authorized (joint) capital of PJSC Enel Russia: 56.43 %

Share ownership of Enel S.p.A. in the authorized (joint) capital of LLC Enel Rus Wind Azov: 0%, share ownership of PJSC Enel Russia in the authorized (joint) capital of LLC Enel Rus Wind Azov is 100 %.

Share ownership of Enel S.p.A. in the authorized (joint) capital of Joint Stock Company Trade System Administrator of the Wholesale Electricity Market: 0%

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Annual General Shareholders' Meeting of PJSC Enel Russia (№ 1/18 dd. 04.06.2018)

Services Contract

Significant terms and conditions

Parties of the Contract: LLC Enel Rus Wind Kola – the Client; PJSC Enel Russia – the Provider.

Subject of the Contract: PJSC Enel Russia shall provide LLC Enel Rus Wind Kola with certain services, as specified in the Contract, needed for the project implementation for the construction of a wind energy generating facility with an estimated capacity of 200,97 MW in Murmansk region.

Price of the Contract: The total aggregated price of services provision shall not exceed 375 000 000 RUB (VAT excluding).

Term of performance of services: From 01.01.2018 to 31.12.2022.

Term of Contract: The Contract shall come into force after its signature and shall be enforced with respect to the Parties' relations arising since 01.01.2018.

Payment terms: Payments under the Contract will be made after the Services expiry date.

Person interested in the performed transaction: Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Board of Directors of PJSC Enel Russia № 13/18 dd. 30.11.2018

Contract for the provision of services Significant terms and conditions

Parties of the Contract: LLC Enel Rus Wind Azov – the Client; PJSC Enel Russia – the Provider.

Subject of the Contract: PJSC Enel Russia shall provide LLC Enel Rus Wind Azov with certain services, as specified in the Contract, needed for the project implementation for the construction of a wind energy generating facility with installed capacity of 90,09 MW in Azov district, Rostov Region.

Price of the Contract: The total aggregated price of services provision shall not exceed 300 000 000 RUB (VAT excluding).

Term of performance of services: From 01.01.2018 to 31.12.2021.

Term of Contract: The Contract shall come into force after its signature and shall be enforced with respect to the Parties' relations arising since 01.01.2018.

Payment terms: Payments under the Contract will be made after the Services expiry date.

Person interested in the performed transaction: Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Board of Directors of PJSC Enel Russia № 13/18 dd. 30.11.2018

Commercial Representation Agreement for the purposes of making the surety contracts in order to guarantee fulfillment of the capacity supplier's obligations under the capacity supply contracts for the qualified generation facilities based on the renewable energy sources.

Significant terms and conditions

Parties of the Agreement: Principal - PJSC Enel Russia Agent - JSC Financial Settling Center

Beneficiary of the Agreement: LLC Enel Rus Wind Azov under the suretyship agreements aimed at ensuring of DPM RES obligations' performance by LLC Enel Rus Wind Azov

Subject of the Agreement: The Principal entrusts to the Agent rights to perform, on its name and on its behalf, all legal actions required to conclude the above mention suretyship agreements with wholesale market participants for ensuring performance obligations assumed by LLC Enel Rus Wind Azov under the DPM RES contracts and related to payment of penalty fees in case of failure.

Duration of agreement: Until 01.03.2022

Person interested in the performed transaction: Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Board of Directors of PJSC Enel Russia № № 9/18 dd. 27.07.2018

Contract for the provision of ICT services

Significant terms and conditions

Parties of Contract: Enel Italia S.r.l. (the "Provider")

PJSC Enel Russia (the "Client")

Subject :

1. The Provider shall provide following ICT services for PJSC Enel Russia in 2018:
 - OSI Soft Software Licenses
 - Connection services from Italy Data Center to Moscow
 - Operation Service for Global InEnel
 - Operation services for Bidding Strategy system
 - Operation services for Service Now system
 - Implementation of additional functionality for Service Now system
 - Operation services for P-WAY system
 - Implementation of additional functionality for P-WAY system
 - Implementation of additional functionality for P-WAY reporting (SAP-BI)
 - Implementation of additional functionality for Global Generation Portal
 - Implementation of Global Material Catalog Definition
 - Implementation of additional functionality for CKS (SharePoint)
 - Implementation of additional functionality for Allegro system
 - Operation services and corrective maintenance for SAP WISE ERP system
 - Implementation of additional functionality of the SAP WISE ERP system
 - Migration of SAP ERP system data to the cloud (AWS cloud)
 - Implementation of additional functionality for SAP HR Global system
 - Creation of the new company codes for LLC Enel Rus Wind Kola, LLC Enel Rus Wind Azov and LLC Enel Rus Wind Generation
 - Operation Services and Application maintenance for Electronic Financial Document Management System (EfDMS)

- Implementation of additional functionality for Automated Electronic Financial Document Management System (EfDMS)
- Implementation of additional functionality for Automated Electronic Financial Document Management System (EfDMS, e-invoice)
- Cyber Security services for the Enel's Global Information systems
- Digital Enabler services

Amount of Contract will not exceed EURO 2 487 958 excluding VAT

2. Enel Italia S.r.l. shall provide following ICT services for PJSC Enel Russia during 2018:

- Development and operation of Digital Plant IT Infrastructure
- Development of Global Operational System
- Development and operation of Digital Report

Maximum amount of the Contract will not exceed EURO 1 036 906 excluding VAT

3. The Provider shall render the Client a service for Migration of GIEMS system data to the cloud (AWS cloud)

Maximum amount of the Contract will not exceed EURO 52 119 excluding VAT

Term for performance of services under the Contract: 01.10.2018 – 31.12.2018

Term of the Contract: The Contract shall enter into force on signing and shall be valid until complete performance of the Parties' obligations. It shall be applicable to the relations of the Parties starting from 01.10.2018.

Person interested in the performed transaction: Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Board of Directors of PJSC Enel Russia № 7/18 dd. 01.06.2018, № 9/18 dd. 27.07.2018, № 11/18 dd. 28.09.2018

Directors and officers liability insurance contract

Significant terms and conditions

Parties to the contract: Policyholder – PJSC Enel Russia; Insurer: AIG Insurance Company, JSC

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

The insurer shall pay the loss of each insured person resulting from a claim against the insured person except for and to the extent that the company has indemnified the insured person.

Cover B (Side B)

Company Reimbursement

The insurer shall pay the loss of the company resulting from a claim against the insured person but only when and to the extent that the company has indemnified the insured person for the loss.

Cover C – Global program

Subsidiaries and affiliates Director Liability

The insurer shall pay the loss of the subsidiaries and affiliates director resulting from a claim against the director.

Cover D – Global program

Representation at Investigations and Examinations

The insurer shall pay the investigations costs.

Cover E – Global program

Special Excess Protection for Non-Executive Directors

The insurer shall pay the loss of each non-executive director resulting from a claim against the non-executive director.

Cover F (Side C)

Company Liability for Securities Claims

The insurer shall pay the loss of the company resulting from a claim against the company for any wrongful act committed by such company arising from a securities claims.

Insured Persons Including but not limited to:

- general director, members of board of directors, members of management board;
- executive directors, heads of departments (functional directors);

- statutory auditor, General Counsel, Risk Manager (or equivalent position of the Company).

Annual insurance Premium is EUR 15 000

Limit of Liability is EUR 13 220 518,00 each claim and aggregate for all loss of all insured persons, including defense costs Plus EUR 881 368,00 for each independent director (with the total limit of EUR 1,762,736.00 for all the independent directors).

Duration of the Contract is 10.11.2018-09.11.2019

Person interested in the performed transaction: members of the Board of Directors of PJSC Enel Russia, members of the Executive Board of PJSC Enel Russia, CEO of PJSC Enel Russia

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Annual General Shareholders' Meeting of PJSC Enel Russia (№№ 1/16 dd. 29.06.2016)

Agreement for the provision of services

Significant terms and conditions

Parties of the Agreement: Enel Global Thermal Generation S.r.l. and PJSC Enel Russia

Subject of the Agreement: Enel Global Thermal Generation S.r.l. based on its own experience and tangible assets, technical means and human resources, shall continually perform in favour and for the benefit of PJSC Enel Russia the provision of the following type of services:

Health, Safety, Environment and Quality, Technical Support, Operations & Maintenance, Human Resources and Organization, Planning and Control, Business Development, Legal Affairs, Innovation, and PJSC Enel Russia shall undertake to pay Enel Global Thermal Generation S.r.l. for the above mentioned services in line with the agreement.

Period of services: January 1, 2018 – December 31, 2018.

The agreement price: The price shall not exceed EUR 5 600 000 VAT excluded.

A 10% of flexibility in the price estimation is considered in case there is a documented evidence of additional services needed by PJSC Enel Russia.

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 01.01.2018.

Person interested in the performed transaction: Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Board of Directors of PJSC Enel Russia № 9/18 dd. 27.07.2018

Agreement for the provision of services

Significant terms and conditions

Parties of the Agreement: Enel S.p.A. and PJSC Enel Russia

Subject of the Agreement: Enel S.p.A. based on its own experience and tangible assets, technical means and human resources, shall continually perform in favour and for the benefit of PJSC Enel Russia the provision of the following type of services: Administration, Finance & Control, Audit, Communications, Human Resources and Organization, Innovation & Sustainability, Legal and Corporate Affairs, and PJSC Enel Russia shall undertake to pay Enel S.p.A. for the above mentioned services in line with the agreement.

Period of services: January 1, 2018 – December 31, 2020.

The agreement price: The price for the three-year period shall not exceed EUR 4 883 277 VAT excluded.

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 01.01.2018.

Person interested in the performed transaction: Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Board of Directors of PJSC Enel Russia № 9/18 dd. 27.07.2018

Agreement for the provision of services

Significant terms and conditions

Parties of the Agreement: Enel Global Trading S.p.A. and PJSC Enel Russia

Subject of the Agreement: Enel Global Trading S.p.A. based on its own experience and tangible assets, technical means and human resources, shall continually perform in favour and for the benefit of PJSC Enel Russia the provision of the following type of services: Global coal; Planning, budgeting, forecasting and reporting; Workforce Planning and Budgeting, Organization, Development and Training support

and PJSC Enel Russia shall undertake to pay Enel Global Trading S.p.A. for the above mentioned services in line with the agreement.

Period of services: January 1, 2018 – December 31, 2020.

The agreement price: The price shall not exceed EUR 952 500 VAT excluded.

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 01.01.2018.

Person interested in the performed transaction: Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Board of Directors of PJSC Enel Russia № 9/18 dd. 27.07.2018

Agreement for the provision of services

Significant terms and conditions

Parties of the Agreement: Enel Italia Srl and PJSC Enel Russia

Subject of the Agreement: Enel Italia Srl based on its own experience and tangible assets, technical means and human resources, shall continually perform in favour and for the benefit of PJSC Enel Russia the provision of Global Procurement services

and PJSC Enel Russia shall undertake to pay Enel Italia Srl for the above mentioned services in line with the agreement.

Period of services: January 1, 2018 – December 31, 2020.

The agreement price: The price shall not exceed EUR 1 064 223 VAT excluded.

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 01.01.2018.

Person interested in the performed transaction: Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Board of Directors of PJSC Enel Russia № 9/18 dd. 27.07.2018

Supplementary Agreement to the Special purpose loan agreement

Significant terms and conditions

Parties of the Supplementary Agreement: PJSC Enel Russia – the Lender; LLC Enel Rus Wind Kola – the Borrower

Special purpose loans under the Supplementary Agreement 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 the construction of wind energy generating facility of estimated capacity 200,97 MW in Murmansk region, including the payment under related party transactions of the Borrower and for financing of operating and financial expenses.

Loans Amount under the Supplementary agreement: no more than five hundred sixty five million (565.000.000,00) RUB

Max Loans Amount under the Special purpose loan agreement: shall not exceed one billion five hundred thirty five million (1.535.000.000,00) RUB

Person interested in the performed transaction: Enel S.p.A

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Board of Directors of PJSC Enel Russia № 11/18 dd. 27.09.2018

Suretyship Agreement

Significant terms and conditions

Parties of Suretyship Agreement: PJSC Enel Russia – the Suretyship Provider; Eurasian Development Bank(s) – the Lender(s)

Beneficiary: LLC Enel Rus Wind Azov – the Borrower;

Subject of Suretyship Agreement: Issue of surety by the Guarantor to the Lender for the Borrower's fulfillment of all obligations under the Facility Agreement with the credit facility limit to the amount of RUB 9,500,000,000 made between the Borrower and the Lender

The Suretyship Provider shall undertake to bear joint responsibility towards the Lender for due performance by the Borrower of his obligations under the Credit Contract.

The Credit Contract shall be entered between the Borrower and Lender for the purposes of financing costs related to the project for construction of renewable generating facility (wind farm) with designed capacity

of 90.09 MW in Azov, Rostov region (hereinafter referred to as the “Project”) and/or to refinance the costs incurred earlier in relation to the Project.

Limit of shared responsibility of the Suretyship Provider towards Bank(s)

11 250 000 000 (eleven billion two hundred fifty million) RUB

Tenor of the Suretyship: 15.10.2034

Interest on the Suretyship: The Suretyship Provider shall provide the Suretyship free of charge

Parties having interest in transaction: Enel S.p.A. shall be considered as the entity having interest in transaction since Enel S.p.A. is the controlling entity of PJSC Enel Russia owing its shares in direct possession and the controlling entity of LLC Enel Rus Wind Azov owing its shares in authorized capital in indirect possession.

Share ownership of Enel S.p.A. in the authorized (joint) capital (percentage of shares owned by the stakeholder) in PJSC Enel Russia: 56.43%

Share ownership of Enel S.p.A. in the authorized (joint) capital in LLC Enel Rus Wind Azov: 0%, share ownership of PJSC Enel Russia in the authorized capital of LLC Enel Rus Wind Azov is 100 %

Share ownership of Enel S.p.A. in the authorized (joint) capital of Eurasian Development Bank: 0%

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Annual General Shareholders’ Meeting of PJSC Enel Russia (№ 1/18 dd. 04.06.2018)

Independent guarantee

Significant terms and conditions

Parties of the Guarantee: PJSC Enel Russia – the Guarantor; LLC Enel Rus Wind Kola – the Guaranteed Party; “Siemens Gamesa Renewable Energy” LLC – the Guarantee Beneficiary

Subject of the Guarantee: The Guarantor shall indemnify the Guarantee Beneficiary against all losses and expenses, up to the amount of the guarantee, which may be incurred by the Guarantee Beneficiary in connection with the Guaranteed Party’s failure to perform obligations under the Turbine Supply Agreement (“TSA”).

TSA will be entered into between the Guarantee Beneficiary and the Guaranteed Party in connection with the project for wind farm construction of 200.97 MW in Murmansk region (hereinafter referred to as the “Project”).

Value of the Guarantee: EUR 91,886,964.00 and RUB 4,491,925,342.00

The amount of the Guarantee shall be automatically decreased by the amount paid by the Guaranteed Party under TSA.

The Guarantee Term Valid from the date of issue and until the date, whichever comes first: (a) fulfillment of the obligation by the Principal under the Supply Contract; or (b) 28.02.2022, unless otherwise specified in the guarantee

The Guarantee Fee Rate: 0%

Parties having interest in transaction: Enel S.p.A. shall be considered as the entity having interest in transaction since Enel S.p.A. is the controlling entity of PJSC Enel Russia owing its shares in direct possession and the controlling entity of LLC Enel Rus Wind Kola owing its shares in authorized capital in indirect possession.

Share ownership of Enel S.p.A. in the authorized (joint) capital (percentage of shares owned by the stakeholder) in PJSC Enel Russia: 56.43%

Share ownership of Enel S.p.A. in the authorized (joint) capital in LLC Enel Rus Wind Kola: 0%, share ownership of PJSC Enel Russia in the authorized capital of LLC Enel Rus Wind Kola is 100 %

Share ownership of Enel S.p.A. in the authorized (joint) capital of LLC Siemens Gamesa Renewable Energy: 0%

Management body of the company, to adopt the approval decision thereof; No. and date of drawing up the Minutes: Annual General Shareholders’ Meeting of PJSC Enel Russia (№ 1/18 dd. 04.06.2018)

General Director



C. Palasciano