

Report on related-party transactions, performed by PJSC Enel Russia in 2019

Special-purpose loan Agreement

Significant terms and conditions

Parties to the Agreement: PJSC Enel Russia – the Lender, LLC Enel Rus Wind Kola – the Borrower.

Subject of the Agreement: Provision of loans (tranches) by the Lender to the Borrower.

Special purpose loan: Loans are provided to finance payments, which are necessary for due performance of agreements and activities related to the the project for construction of renewable generating facility (wind farm) with designed capacity of 200.97 MW in Murmansk region, as well as for operational and financial expenses of the Borrower.

Max Loan Amount: the Lender undertakes to provide the Borrower with interest-free targeted loans in a total amount not exceeding three billion eight hundred and eighty-one million (3,881,000,000.00) RUB.

Rate: 0%.

Maturity: Final maturity of each separate tranche will not exceed 20 years 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 S.p.A.

The basis (grounds) on which (according to which) a person is recognized as a related party in the transaction: Enel S.p.A. is the controlling person of legal entities that are parties to the transaction: PJSC Enel Russia and LLC Enel Rus Wind Kola.

Related party's interest in the authorized (joint-stock) capital (shares held by the related party) of PJSC Enel Russia: 56.43%.

Related party's interest in the authorized (joint-stock) capital of LLC Enel Rus Wind Kola: 0%, the share of PJSC Enel Russia in the authorized capital of LLC Enel Rus Wind Kola 100%.

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

Addendum to the special-purpose loan Agreement

Significant terms and conditions

Parties to the Addendum: Lender – PJSC Enel Russia, Borrower – LLC Enel Rus Wind Azov.

Special purpose loan under the Addendum: Loan is provided for financing the development of the project for the construction of a wind generating facility with an estimated capacity of 90,09 MW in Azov district, Rostov Region.

Loan Amount under the Addendum: No more than one billion five hundred ten million (1 510 000 000) RUB.

Max Loan Amount under the Special purpose loan agreement, including this Addendum: Shall not exceed two billion one hundred million (2 100 000 000) RUB.

Maturity: Final maturity of each separate tranche will not exceed 15 years from the date of signing of each drawdown notice.

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, Minutes № 14/18, dd 21.12.2018.

Suretyship Agreement

Significant terms and conditions

Parties to Suretyship Agreement: Public Joint Stock Company Sberbank of Russia (Lender) and PJSC Enel Russia – the Suretyship Provider, Beneficiary LLC Enel Rus Wind Kola – the Borrower.

Subject of Suretyship Agreement: The issuance of Suretyship by the Suretyship Provider to secure due performance all obligations of the Borrower under the Credit Contract with a credit line limit in the amount of 22,500,000,000 RUB, concluded between the Borrower and the Lender. The Suretyship Provider undertakes to be jointly and severally liable to the Lender for the Borrower's performance of its 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 estimated capacity of about 201 MW in Murmansk region and/or to refinance the costs incurred: Shall not exceed 27.000.000.000,00 RUB.

Tenor of the Suretyship: February 26, 2036.

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

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

The basis (grounds) on which (according to which) a person is recognized as a related party in the transaction: Enel S.p.A. is the controlling person of legal entities that are parties to the transaction: PJSC Enel Russia and LLC Enel Rus Wind Kola.

Related party's interest in the authorized (joint-stock) capital (shares held by the related party) of PJSC Enel Russia: 56.43%.

Related party's interest in the authorized (joint-stock) capital (shares held by the related party) of Public Joint Stock Company Sberbank of Russia 0%.

Related party's interest in the authorized (joint-stock) capital of LLC Enel Rus Wind Kola: 0%, the share of PJSC Enel Russia in the authorized capital of LLC Enel Rus Wind Kola 100%.

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

Addendum to the special-purpose loan Agreement

Significant terms and conditions

Parties to the Addendum: Lender – PJSC Enel Russia, Borrower – LLC Enel Rus Wind Kola.

Special purpose loan under the Addendum: Loan is provided for financing the development of the project for the construction of a wind generating facility with an estimated capacity of 200,97 MW in Murmansk Region.

Loan Amount under the Addendum: Shall not exceed eighty four million (84 000 000) RUB.

Max Loan Amount under the Special purpose loan agreement, including this Addendum: Shall not exceed one billion six hundred nineteen million (1 619 000 000) 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 № 13/18 dd. 30.11.2018.

Paid services agreement

Significant terms and conditions

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

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 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, 2019 – December 31, 2019.

The agreement price: The price shall not exceed EUR 5,600,000.00 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 01.01.2019.

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 on the transfer of the seller's rights and obligations under contracts for the provision of capacity for qualified generating facilities operating on the basis of renewable energy sources

Significant terms and conditions

Parties to the agreement: PJSC Enel Russia, LLC Enel Rus Wind Kola, JSC Trading System Administrator of Wholesale Electricity Market Transactions.

Subject of the agreement: Transfer by the PJSC Enel Russia of all rights and obligations under the under contracts for the provision of capacity for qualified generating facilities (DPM) operating on the basis of renewable energy sources (RES) to the LLC Enel Rus Wind Kola. Entering into this Agreement is connected with the project execution for the construction of a wind generating facility (wind farm) with an estimated capacity of about 201 MW in the Murmansk region.

Aggregated value of the assigned rights and obligations under DPM contracts is equal to the maximum cost of capacity of the renewable generating facility during the delivery period and exceeds 10 BRUB, VAT excluded.

Price of the agreement: Free of charge.

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

The basis (grounds) on which (according to which) a person is recognized as a related party in the transaction: Enel S.p.A. is the controlling person of legal entities that are parties to the transaction: PJSC Enel Russia and LLC Enel Rus Wind Kola.

Related party's interest in the authorized (joint-stock) capital (shares held by the related party) of PJSC Enel Russia: 56.43%.

Related party's interest in the authorized (joint-stock) capital of LLC Enel Rus Wind Kola: 0%, the share of PJSC Enel Russia in the authorized capital of LLC Enel Rus Wind Kola 100%.

Related party's interest in the authorized (joint-stock) capital (shares held by the related party) of JSC Trading System Administrator of Wholesale Electricity Market Transactions 0%.

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

Agreement for use of trademarks

Significant terms and conditions

Parties to the Agreement: Enel S.p.A. (the "Licensor"), PJSC Enel Russia (the "Licensee").

Subject of the Agreement: The Licensor grants to the Licensee the non-exclusive license to use the trademarks of the Licensor in the territory of the Russian Federation (the "license").

Price of the Agreement: Given the current arrangement and conditions of the target markets in which the Licensee carries out its activities, the Licenses are granted to the Licensee free of charge.

Period of license: The license is provided by the Licensor for the period of Agreement Term.

Term of the Agreement: The Agreement shall remain in effect for a term of one (1) year from the date of signing. The Agreement shall tacitly and automatically renew and the term shall be extended for an additional period equal to the initial term (Renewal Term) upon the same terms and conditions, until and unless either Party provides the other Party with one hundred eighty (180) days prior written notice to the end of the Initial Term or the Renewal Term.

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.

Sublease Agreement for non-residential premises

Significant terms and conditions

Parties to 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: The monthly lease rate per square meter of the subleased area is 5 954,01 RUB, net of VAT.

A monthly lease payment: shall not exceed 35 128,66 RUB, net of VAT.

Total price of the Agreement: shall not exceed 386 415,26 RUB, net of VAT.

Term of sublease: from June 1, 2019 to April 30, 2020.

The Agreement duration: From the moment of signing the Agreement until full execution of the obligations by the Parties. The Agreement shall apply to the Parties' relations arising since June 1, 2019.

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 № 13/19 dd 20.09.2019.

Addendum to ICT service agreement

Significant terms and conditions

Parties to the Addendum: Enel Italia S.r.l. ("Provider"), PJSC Enel Russia ("Client").

Subject of the Addendum: The Provider shall render following ICT services for the Client during the year 2019:

- OSI Soft (PI) Software License Agreement;
- Implementation of additional functionality and operation services for P-WAY system;
- Infrastructure and Technology services from Italy Data Center to Moscow;
- Implementation of additional functionality and operation services of CKS (SharePoint);
- Implementation of additional functionality and operation services for SAP WISE ERP system;
- Implementation of additional functionality and operation services for SAP HR Global system;
- Implementation of additional functionality and operation services for Electronic Financial Document Management System (EfDMS);
- Service Now system Platform Evolution;
- Digital Enabler services;
- Operation services for Global Material Catalog Definition (TAM);
- Flexera licences;
- Cyber Security services for the Enel's Global Information systems;
- Global support of Internet and Intranet corporate applications;
- Operation services for Allegro system;
- Development and operation of Digital Plant Digital Report;
- Implementation of additional functionality of Global Operational System;
- Development and operation of Digital Plant IT Infrastructure;
- Development and operation of Digital Working Transformation;
- Development and operation of Digital Waste Management;
- Development of Digital Change Management;
- Global Governance support.

Value cap of the Addendum: will not exceed 3 248 090 Euro excluding VAT.

Period of the Addendum: 01.01.2019 – 31.12.2019.

Term of the Addendum: The Addendum will enter into force on signing by the Parties and shall be valid until complete performance of the Parties' obligations. It shall be applicable to the relations of the Parties starting from 01.01.2019.

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, Minutes № 8/19 dd 20.05.2019.

Framework contract for the provision of project management and technical support services for the implementation of the project on refurbishment of the Waste Water Treatment System at Sredneuralskaya GRES

Significant terms and conditions

Contract type: Framework contract.

Parties to the contract: Client – PJSC Enel Russia, Contractor – Enel Produzione S.p.A.

Subject of the contract: Project management services and technical support services for execution of the Project on refurbishment of the Waste Water Treatment System at Sredneurskaya GRES.

Price of the contract: Shall not exceed 496.416,00 EUR net of VAT.

Actual price shall be defined in the specific service order 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 4.330 man hours in general.

Duration of services: From 01.08.2019 till 31.12.2022.

Actual services duration shall be defined in the specific service order 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.

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, Minutes № 11/19 dd 25.07.2019.

Directors' and Officers' liability insurance Contract

Significant terms and conditions

Parties to the Contracts: Policyholder – PJSC Enel Russia, Insurer – JSC SK " Alliance".

Subject Matter: In case of an insured event, Insurer shall pay the insurance indemnity according to the terms and conditions of the contracts and applicable law of the Russian Federation.

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 Directors Liability

The insurer shall pay the loss of the subsidiaries directors 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 (Beneficiaries):

Including but not limited to:

- members of board of directors, members of executive board, general director of the Policyholder and its subsidiaries;
- executive directors, heads of departments (functional directors) of the Policyholder and its subsidiaries;
- statutory auditor, General Counsel or Risk Manager (or equivalent position) of the Policyholder and its subsidiaries.

Full list of insured persons is as per schedule and policy conditions of Directors & Officers Liability Insurance Policy.

Annual insurance Premium: Shall not exceed EUR 20,000.00.

Compensation limit: during the period from 10.11.2018 to 17.06.2019, the liability limit is EUR 7,034,197.07 in aggregate, during the period from 18.06.2019 to 9.11.2019, the liability limit is EUR 15,000,000.00 in aggregate.

Validity period: 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, Minutes № 1/19 dd 18.06.2019.

Directors' and Officers' liability insurance Contract

Significant terms and conditions

Parties to the Contracts: Policyholder – PJSC Enel Russia, Insurer – JSC “AIG”.

Subject Matter: In case of an insured event, Insurer shall pay the insurance indemnity according to the terms and conditions of the contracts and applicable law of the Russian Federation.

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 Directors Liability

The insurer shall pay the loss of the subsidiaries directors 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 (Beneficiaries):

Including but not limited to:

- members of board of directors, members of executive board, general director, of the Policyholder and its subsidiaries;
- executive directors, heads of departments (functional directors) of the Policyholder and its subsidiaries;
- statutory auditor, General Counsel or Risk Manager (or equivalent position) of the Policyholder and its subsidiaries.

Full list of insured persons is as per schedule and policy conditions of Directors & Officers Liability Insurance Policy.

Insurance Premium: EUR 42,500.00.

Limit of Liability: EUR 30,000,000.00.

Validity period: 10.11.2019 – 09.11.2020.

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, Minutes № 1/19 dd 18.06.2019.

Agency agreement

Significant terms and conditions

Parties to the agreement: Principal - PJSC Enel Russia, Agent - Enel Italia S.r.l.

Subject of the agreement: The services are rendered in respect of the personnel of the Principal which temporarily resides in Italy under secondment Agreements and personnel of the Principal which has Italian citizenship and resides in the Russian Federation and works for the Principal.

The Agent acts on the territory of Italy at the expense and on behalf of the Principal for the provision of the following services in accordance with the current Italian law:

- assistance in payment of mandatory social insurance to the government authorities of Italy (INPS - National Institution of Social Insurance and INAIL - National Institution of Industrial Accidents Insurance) in accordance with the laws of Italy;
- assistance in maintaining accounts and submission of reports on mandatory social insurance;
- advisory services and services on preparation of reports on income tax.

Amount of the agreement: The amount shall not exceed 490,000 EUR (VAT excluding).

Terms of services: From January 1, 2017 to December 31, 2019.

Duration of the agreement: The Agreement shall come onto force upon its signature and shall remain in valid till December 31, 2019, but in terms of settlement will be valid until the Parties fulfill their obligations.

The Agreement shall apply to relations between the Parties starting from January 1, 2017.

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, Minutes № 14/18 dd 21.12.2018.

General Director

A handwritten signature in blue ink, consisting of a large, stylized initial 'P' followed by a cursive name.

C. Palasciano Villamagna