**Notice of Essential Fact**

**"On Execution by the Issuer of an Interested Party Transaction"**

**(Disclosure of Insider Information)**

|  |  |  |
| --- | --- | --- |
| 1. General data | | |
| 1.1. Issuer's full business name | Interregional Distribution Grid Company of North-West, Public Joint Stock Company | |
| 1.2. Issuer’s abbreviated business name | IDGC of North-West, PJSC | |
| 1.3. Issuer’s place of business | Saint Petersburg, Russia | |
| 1.4. Issuer’s OGRN (Primary State Registration Number) | 1047855175785 | |
| 1.5. Issuer’s INN (Taxpayer Identification Number) | 7802312751 | |
| 1.6. Issuer’s unique code assigned by the registration body | 03347-D | |
| 1.7. Web page address used by the Issuer for information disclosure | [***http://www.e-disclosure.ru/portal/company.aspx?id=12761***](http://www.e-disclosure.ru/portal/company.aspx?id=12761)***,***  [***http://www.mrsksevzap.ru***](http://www.mrsksevzap.ru) | |
| 1.8. Date of occurrence of the event (essential fact) about which the notice is drawn up (if applicable) | **November 03, 2020** | |
| 2. Content of the Notice | | |
| 2.1. Transaction category: **an interested party transaction**.  2.2. Kind and subject of the transaction:  Kind of the transaction: **Loan Agreement.**  Subject of the transaction: **Rosseti, PJSC (the Lender) provides IDGC of North-West, PJSC (the Borrower) with a loan of funds within the Aggregate Debt Limit, and the Borrower undertakes to return the received funds to the Lender and, in addition, pay the Lender interest for the use of funds (hereinafter – interest) stipulated by the Agreement.**  **The loan is provided for the purpose of replenishing current assets, financing investment activities, refinancing the debt portfolio of the Borrower, as well as other purposes as agreed with the Lender.**  **The total debt limit under the Agreement is 3,800,000,000 (three billion eight hundred million) rubles 00 kopecks.**  2.3. The content of the transaction, including civil rights and obligations, the establishment, change or termination of which the completed transaction is aimed at:  **The Lender provides the Borrower with a loan of funds within the Aggregate Debt Limit, and the Borrower undertakes to return the received funds to the Lender and, in addition, pay the Lender interest for the use of funds stipulated by the Agreement.**  **Allowable use:**  **The loan is provided for the purpose of replenishing current assets, financing investment activities, refinancing the debt portfolio of the Borrower, as well as other purposes as agreed with the Lender.**  **Procedure for the Loan provision and return:**  **Funds are provided by one or several Tranches, without limitation on the number of tranches. The total amount of debt under the Tranches (excluding the debt on accrued interest) under the Agreement may not exceed the Aggregate debt limit.**  **The final maturity date for the debt under the Agreement and for each of the Tranches is no later than 5 years from the date of the Agreement.**  **The term of each Tranche under the Agreement is determined at the time of granting the Tranche on the basis of the Application of the Borrower agreed with the Lender, but may not exceed the term of the Agreement.**  **The Borrower has the right, upon agreement with the Lender, to early repay the debt on all or some of the existing Tranches and interest on the use of borrowed funds, subject to the terms of early repayment of the debt specified in the Agreement.**  **Kind of the loan: loan at interest.**  **Interest rate:**  **From the moment the Borrower receives funds from the Lender until the Borrower fulfills its obligations under the Agreement, interest is charged on the amount of the issued Tranches. The interest rate is set at the time of the provision of the Tranche on the basis of the Application of the Borrower, agreed with the Lender, in the amount determined taking into account the simultaneous observance of the following conditions:**  **- The interest rate cannot be more than the Key rate of the Bank of Russia + 3% per annum.**  **- The interest rate cannot be less than the interest rate available to the Lender for placing funds for a comparable period in deposit accounts with credit institutions.**  **Interest payment procedure:**  **The procedure for paying interest is determined in the Borrower's Application.**  **Price of the Contract:**  **The price of the Agreement consists of the amount of funds provided to the Borrower by the Lender for a loan within the Aggregate Limit of Debt in an amount not exceeding 3,800,000,000 (three billion eight hundred million) rubles 00 kopecks and the amount of interest accrued at an interest rate.**  **The Agreement price shall not be equal to or in excess of 10 per cent of the book value of assets of IDGC of North-West, PJSC according to their accounting statements as of the most recent reporting date.**  2.4. Deadline for fulfilling obligations under the transaction, parties and beneficiaries under the transaction, size of the transaction in monetary terms and as a percentage of the value of the issuer's assets:  **The term for the fulfillment of obligations under the transaction: no later than 5 years from the date of the conclusion of the Agreement.**  **Parties and beneficiaries to the transaction: IDGC of North-West, PJSC (the Borrower); Rosseti, PJSC (the Lender).**  **The size of the transaction, including interest, calculated at the current Key Rate of the Bank of Russia, for the entire period of its validity will not exceed 5,177,500,000 rubles.**  **The size of the transaction as a percentage of the value of the Issuer's assets: the ratio of the transaction price to the book value of the assets of IDGC of North-West, PJSC as of September 30, 2020: 9.4%.**  2.5. The value of the Issuer's assets as of the end date of the last completed reporting period preceding the transaction (conclusion of the Agreement): **54,871,479,296 rubles is the book value of the assets of IDGC of North-West, PJSC as of September 30, 2020.**  2.6. Date of the transaction (conclusion of the agreement): **November 03, 2020.**  2.7. Full and abbreviated company names (for a non-commercial organization – name), location of a legal entity or surname, name, patronymic (if any) of an individual recognized in accordance with the legislation of the Russian Federation as a person interested in the issuer of a transaction, the ground (grounds), according to which such a person is recognized as interested in the transaction, the stake of the interested person in the authorized (pooled) capital (the share of shares owned by the interested person) of the issuer and the legal entity that is a party to the transaction:  **Full and abbreviated corporate names of a legal entity** **recognized in accordance with the legislation of the Russian Federation as a person interested in the issuer of a transaction: Rosseti, Public Joint Stock Company (Rosseti, PJSC);**  **- location of legal entity: Russia, Moscow;**  **- the ground (grounds) on which such a person is recognized as interested in the transaction: the controlling person of IDGC of North-West, PJSC,** **who is simultaneously a party to the transaction;**  **- the stake of the stakeholder in the authorized (pooled) capital (stake owned by the stakeholder) of the issuer: 55.38%;**  **- the stake of an interested party in the authorized (pooled) capital (share of shares owned by the interested party) of a legal entity that is a party to the transaction: 0%.**  2.8. Information on the adoption of a decision on consent to the conclusion or on the subsequent approval of the transaction in the case when such a decision was made by the authorized management body of the issuer (name of the issuer's management body that made the decision on consent to the conclusion or on subsequent approval of the transaction, date of the said decision, date of drawing up and the number of the minutes of the meeting (session) of the issuer's management body, at which the said decision was made, if it was made by the issuer's collegial management body), or an indication that the decision on consent to the conclusion or on the subsequent approval of such a transaction was not made: **The decision to approve the interested-party transaction was made by the Board of Directors of IDGC of North-West, PJSC on October 26, 2020, Minutes dated October 26, 2020. No. 379/15.** | | |
| 3. Signature | | |
| 3.1. Head of the Department for Corporate Governance and Shareholder Relations of IDGC of North-West, PJSC  (under the Power of Attorney No. 256 as of December 04, 2019) |  | A.A. Temnyshev |
| 3.2. Date **November 03, 2020** | (signature)  Stamp here |  |

|  |  |  |
| --- | --- | --- |
| Head of the Corporate Finance Department | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | L.V. Verlan |
| Head of the Corporate Governance Department | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | L.Yu. Nazarenko |
| Head of the Investor Relations Department | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | L.V. Vasinyuk |