

**September 30, 2014**

**Results of the Board of Directors on September 26, 2014**

JSC RusHydro (ticker symbol: MOEX, LSE: HYDR; OTCQX: RSHYY) announces that the Company's Board of Directors held a meeting in absentia on September 26, 2014.

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The Board of Directors took a note of the information on the status of implementation of four priority projects in the Far East of Russia: Blagoveschenskaya TPP (2nd stage), Yakutskaya TPP No.2 (1st stage), TPP in Sovetskaya Gavan', and Sakhalinskaya TPP No. 2 (1st stage).

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The Board of Directors approved an addendum to the agreement No. 2917/BR-0-325-2013 dated August 5, 2013, between JSC RusHydro and JSC Lenhydroproject, qualified as interested party transaction, and determined that the price of this agreement remains unchanged and amounts to RUB 7,628,493.50, including VAT in the amount of RUB 1,163,668.50. The addendum provides for changes in the period of works (the completion date of works should be August 1, 2014) as well as in the schedule of works.

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The Board of Directors approved an agreement between RusHydro and JSC Lenhydroproject for development of design documentation for comprehensive reconstruction of the Zeyskaya HPP, qualified as interested party transaction, and determined the price of this transaction in the amount of RUB 31,664,291.10, including VAT in the amount of RUB 4,830,146.10.

Commencement date of works: May 1, 2014.

Completion date of works: November 25, 2014.

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The Board of Directors approved an agreement between RusHydro and JSC Lenhydroproject for development of project for reconstruction of 13.8 kV switchgears of hydropower units No. 1 and 2 of the Miatlinskaya HPP with replacement of oil-switches for sulfur-hexafluoride switches, qualified as interested party transactions, and determined the price of this agreement in the amount of RUB 2,506,320.00, including VAT in the amount of RUB 382,320.00.

Commencement date of works: October 1, 2014.

Completion date of works: November 30, 2015

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The Board of Directors approved a contract No. P-67/11 dated August 15, 2012, including supplement agreements between RusHydro and Hydropojekt Institute for development of design documentation for comprehensive reconstruction of the Nizhegorodskaya HPP, qualified as interested party transactions, and determined the price of this transaction in the amount of RUB 834,848,094.61, including VAT in the amount of RUB 127,349,709.35.

The performance term for these works with regards to supplementary agreements: from August 15, 2012, to September 30, 2016.

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The Board of Directors approved an agreement between RusHydro and Hydropojekt Institute for "Comprehensive Engineering-Geological and Engineering-Geophysical Surveys, including Exploratory Drilling with Interval Sampling, Static Penetration Test, Complex Geophysical Surveys, Testing for Underground Water Inflow", qualified as interested party transaction, and determined the price of this transaction in the amount of RUB 67,000,046.00, including VAT in the amount of RUB 10,220,346.00.

Commencement date of works – September 1, 2014.

Completion date of works – November 30, 2015.

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The Board of Directors approved the contract including supplement agreement No. 1 between RusHydro and Rostelecom for communication services for data transfer based on a virtual private network arranged using resources of the Contractor's Network (and networks of other providers of telecom services) and protected from unauthorized access by third-party networks, qualified as interested party transaction, and determined the price of this transaction in the amount of RUB 16,265,157.28, including VAT in the amount of RUB 432,000.00.

Service period: within twelve (12) calendar months from the date of signing the agreement.

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The Board of Directors commissioned RusHydro's representatives at the AGM of LLC TPP in Sovetskaya Gavan' to approve the following interrelated major transactions:

1. The steam turbines and turbine generators sale and purchase agreement for implementation of the investment project "Construction of CHPP in Sovetskaya Gavan, Khabarovsk Krai" (hereinafter. the "Agreement"), on the following material conditions:

*Parties:*

Seller – JSC RAO Energy System of East;

Buyer – CHPP in Sovetskaya Gavan, CJSC.

*Subject of the Agreement:*

The Seller shall transfer and the Buyer shall accept and pay in due time for the steam turbines and turbine generators, which composition and technical characteristics are specified in the Equipment Specification hereinafter referred to as the "Equipment."

The Equipment is owned by the Seller under Supply Agreement No. 05645000 dated March 22, 2011, between the Seller and NPO ELSIB JSC.

*The price of the Agreement:*

One billion, three hundred and forty-nine million, nine hundred and sixty-nine thousand, five hundred and thirty-nine (1,349,969,539) rubles, 98 kopecks, including VAT (18%) amounting to two hundred and five million, nine hundred and twenty-seven thousand, five hundred and fifty-six (205,927,556) rubles, 88 kopecks.

2. The novation agreement to Supply Agreement No. 05645000 dated March 22, 2011 (hereinafter, the "Agreement"), on the following material conditions:

*Parties:*

Buyer – JSC RAO Energy System of East;

Supplier – NPO ELSIB JSC;

Successor – CHPP in Sovetskaya Gavan, CJSC.

*Subject of the Agreement:*

The Buyer transfers and the Successor accepts the following rights (claims) assigned by the Buyer to the Supplier under Steam Turbines and Turbine Generators Supply Agreement (hereinafter, the "equipment") No. 05645000 dated March 22, 2011 (hereinafter, the "Supply Agreement"), between the Buyer and the Supplier:

- To delivery of the Equipment from the storage to the Buyer's warehouse (equipment delivery time – September 2014);

- To warranty service of the Equipment within the warranty period;

- To rendering of services of supervised control over installation (the supervised control period

for each equipment unit is approximately 6 months), adjusting (the supervised adjustment period for each equipment unit is approximately 2 months), and over commissioning and instruction of the Buyer's personnel;

- Rights (claims) ensuring performance of obligation and other related rights, including the right to outstanding interest;

- All other rights (claims) in relation to the Supplier under the Supply Agreement within the scope and under the terms applicable upon the date of the Agreement, including the right to recover penalty (fines) for breach by the Supplier of its obligations under the Supply Agreement as well as rights (claims) in relation to the Supplier arising under the Supply Agreement after the Agreement's entry into force.

The Buyer transfers and the Successor accepts all debts (transfers all obligations) to the Supplier under the Supply Agreement within the scope and under the terms applicable upon the date of the Agreement, as well as obligations arising under the terms of the Supply Agreement after the Agreement's entry into force.

*The price of the Supply Agreement* amounts to one billion, three hundred and ninety-six million, four hundred and nine thousand, five hundred and thirty-nine (1,396,409,539) rubles, 98 kopecks, including VAT (18%) amounting to two hundred and thirteen million, eleven thousand six hundred and twenty-four (213,011,624) rubles, 75 kopecks.

The Supplier has partially performed its obligations to the Buyer under the Supply Agreement in the amount of one billion, three hundred and forty-nine million, nine hundred and twenty-nine thousand, five hundred and thirty-nine (1,349,929,539) rubles, 98 kopecks, including VAT (18%) amounting to two hundred and five million, nine hundred and twenty-one thousand, four hundred and fifty-five (205,921,455) rubles, 20 kopecks.

The Buyer has partially performed its obligations to the Supplier under the Supply Agreement, having paid under the Supply Agreement the amount of one billion, two hundred and twelve million, five hundred and fifty thousand, one hundred and eighty-six (1,212,550,186) rubles, 00 kopecks, including VAT (18%) – one hundred and eighty-four million, nine hundred and sixty-five thousand, two hundred and eighty-two (184,965,282) rubles, 60 kopecks.

The Supplier shall perform its obligations under the Supply Agreement in the amount of forty-six million, four hundred and eighty thousand (46,480,000) rubles, 00 kopecks, including VAT (18%) in the amount of seven million, ninety thousand, one hundred and sixty-nine (7,090,169) rubles, 55 kopecks.

The total amount of non-performed obligations of the Buyer to the Supplier under the Supply Agreement amounts to one hundred and eighty-three million, eight hundred and fifty-nine thousand, three hundred and fifty-three (183,859,353) rubles, 98 kopecks, including VAT (18%) amounting to twenty-eight million, forty-six thousand, three hundred and forty-two (28,046,342) rubles, 15 kopecks, including the Buyer's creditor indebtedness for payment of the supplied equipment in the amount of one hundred and thirty-seven million, three hundred and seventy-nine thousand, three hundred and fifty-three (137,379,353) rubles, 98 kopecks, including VAT (18%) in the amount of twenty million, nine hundred and fifty-six thousand, one hundred and seventy-two (20,956,172) rubles, 60 kopecks.

The simultaneous transfer of rights and obligations under the Supply Agreement on the basis of the Agreement is regarded as counter-performance by the Parties.

*The price of the Agreement:*

The price of the rights (claims) assigned under the Agreement amounts to forty-six million, four hundred and eighty thousand (46,480,000) rubles, 00 kopecks, including VAT (18%) in the amount of seven million, ninety thousand, one hundred and sixty-nine (7,090,169) rubles 55 kopecks.

The difference between the amount of transferred obligations (debt) and the price of assigned rights (claims) to be paid by the Buyer to the Successor is one hundred and thirty-seven million, three hundred and seventy-nine thousand, three hundred and fifty-three (137,379,353) rubles, 98 kopecks,

including VAT (18%) in the amount of twenty million, nine hundred and fifty-six thousand, one hundred and seventy-two (20,956,172) rubles, 60 kopecks.

3. The novation agreement to the Storage Agreement No. PAO-13/0243 dated July 29, 2013 (hereinafter, the "Agreement") concluded on the following material conditions:

*Parties:*

Depositor– JSC RAO Energy System of East;

Depositee – NPO ELSIB JSC;

Successor – CHPP in Sovetskaya Gavan, CJSC.

*Subject of the Agreement:*

The Depositor transfers and the Successor accepts the following rights (claims) assigned by the Depositor to the Depositee under Steam Turbine Storage Agreement No. 1 (hereinafter, the "Product") No. PAO-13/0243 dated July 29, 2013 (hereinafter, the "Storage Agreement"), concluded between the Depositor and the Depositee:

- To ensure the safety of the Product;
- To bear financial liability for loss, shortage, or damage to the Product;
- To return the Product at the Successor's request;
- To ensure proper protection of the Product;
- Rights (claims) ensuring performance of obligation and other related rights, including the right to outstanding interest;
- All other rights (claims) in relation to the Depositee under the Storage Agreement within the scope and under the terms applicable on August 31, 2014, including the right to recover penalty (fines) for breach by the Depositee of its obligations under the Storage Agreement, as well as rights (claims) in relation to the Depositee arising under the terms of the Storage Agreement after the Agreement's entry into force.

The Depositor transfers and the Successor accepts all debts (transfers all obligations) to the Depositee under the Storage Agreement within the scope and under the terms applicable on August 31, 2014, as well as obligations arising under the terms of the Storage Agreement after the Agreement's entry into force.

*The price of the Storage Agreement* amounts to twelve million, five hundred and sixty-two thousand (12,562,000) rubles, 00 kopecks, including VAT (18%) amounting to one million, nine hundred and sixteen thousand, two hundred and thirty-seven (1,916,237) rubles, 29 kopecks.

As of August 31, 2014, the Depositor has partially performed its obligations to the Depositee under the Storage Agreement, having paid to the Depositee under the Storage Agreement the amount of six million, one hundred and sixty-one thousand (6,161,000) rubles, 00 kopecks, including VAT (18%) – nine hundred and thirty-nine thousand, eight hundred and thirteen (939,813) rubles, 56 kopecks.

As of August 31, 2014, the Depositee has partially performed its obligations to the Depositor under the Storage Agreement in the amount of ten thousand (10,000) rubles, including VAT (18%) amounting to one thousand, five hundred and twenty-five (1,525) rubles, 42 kopecks.

As of August 31, 2014, the Depositee's debt under the Storage Agreement amounts to twelve million, five hundred and fifty-two thousand (12,552,000) rubles, 00 kopecks, including VAT (18%) amounting to one million, nine hundred and fourteen thousand, seven hundred and eleven (1,914,711) rubles, 87 kopecks, including the Depositee's debt to the amount of the advance payment paid by the Depositor in the amount of six million, one hundred and fifty-one thousand (6,151,000) rubles, 00 kopecks, including VAT (18%) – nine hundred and thirty-eight thousand, two hundred and eighty-eight (938,288) rubles, 14 kopecks.

As of August 31, 2014, the Depositor's debt under the Storage Agreement amounts to six

million, four hundred and one thousand (6,401,000) rubles, 00 kopecks, including VAT (18%) amounting to nine hundred and seventy-six thousand, four hundred and twenty-three (976,423) rubles, 73 kopecks.

The simultaneous transfer of rights and obligations under the Storage Agreement on the basis of the Agreement is regarded as counter-performance by the Parties.

*The price of the Agreement:*

The price of the rights (claims) assigned under the Agreement amounts to twelve million, five hundred and fifty-two thousand (12,552,000) rubles, 00 kopecks, including VAT (18%) amounting to one million, nine hundred and fourteen thousand, seven hundred and eleven (1,914,711) rubles, 87 kopecks.

The difference between the amount of transferred obligations (debt) and the price of assigned rights (claims) to be paid by the Successor to the Depositor amounts to six million, one hundred and fifty-one thousand (6,151,000) rubles, 00 kopecks, including VAT (18%) – nine hundred and thirty-eight thousand, two hundred and eighty-eight (938,288) rubles, 14 kopecks.

4. The novation agreement to the Storage Agreement No. 09735000 dated September 24, 2013 (hereinafter, the “Agreement”), concluded on the following material conditions:

*Parties:*

Depositor– JSC RAO Energy System of East;

Depositee – NPO ELSIB JSC;

Successor – CHPP in Sovetskaya Gavan, CJSC.

*Subject of the Agreement:*

The Depositor transfers and the Successor accepts the following rights (claims), assigned by the Depositor, to the Depositee under Steam Turbine Storage Agreement No. 2 (hereinafter, the “Product”) No. 09735000 dated September 24, 2013 (hereinafter, the “Storage Agreement”), concluded between the Depositor and the Depositee:

- To ensure the safety of the Product;
- To bear financial liability for loss, shortage, or damage to the Product;
- To return the Product at the Successor's request;
- To ensure proper protection of the Product;
- Rights (claims) ensuring performance of obligation and other related rights, including the right to outstanding interest;
- All other rights (claims) in relation to the Depositee under the Storage Agreement within the scope and under the terms applicable on August 31, 2014, including the right to recover penalty (fines) for breach by the Depositee of its obligations under the Storage Agreement, as well as rights (claims) in relation to the Depositee arising under the terms of the Storage Agreement after the Agreement's entry into force.

The Depositor transfers and the Successor accepts all debts (transfers all obligations) to the Depositee under the Storage Agreement within the scope and under the terms applicable on August 31, 2014, as well as obligations arising under the terms of the Storage Agreement after the Agreement's entry into force.

*The price of the Storage Agreement* amounts to twelve million, five hundred and sixty-two thousand (12,562,000) rubles, 00 kopecks, including VAT (18%) amounting to one million, nine hundred and sixteen thousand, two hundred and thirty-seven (1,916,237) rubles, 29 kopecks.

As of August 31, 2014, the Depositor has partially performed its obligations to the Depositee under the Storage Agreement, having paid to the Depositee under the Storage Agreement the amount of six million, one hundred and sixty-one thousand (6,161,000) rubles, 00 kopecks, including VAT (18%) – nine hundred and thirty-nine thousand, eight hundred and thirteen (939,813) rubles, 56

kopecks.

As of August 31, 2014, the Deposittee has partially performed its obligations to the Depositor under the Storage Agreement in the amount of ten thousand (10,000) rubles, including VAT (18%) amounting to one thousand, five hundred and twenty-five (1,525) rubles, 42 kopecks.

As of August 31, 2014, the Deposittee's debt under the Storage Agreement amounts to twelve million, five hundred and fifty-two thousand (12,552,000) rubles, 00 kopecks, including VAT (18%) amounting to one million, nine hundred and fourteen thousand, seven hundred and eleven (1,914,711) rubles, 87 kopecks, including the Deposittee's debt to the amount of the advance payment paid by the Depositor in the amount of six million, one hundred and fifty-one thousand (6,151,000) rubles, 00 kopecks, including VAT (18%) – nine hundred and thirty-eight thousand, two hundred and eighty-eight (938,288) rubles, 14 kopecks.

As of August 31, 2014, the Depositor's debt under the Storage Agreement amounts to six million, four hundred and one thousand (6,401,000) rubles, 00 kopecks, including VAT (18%) amounting to nine hundred and seventy-six thousand, four hundred and twenty-three (976,423) rubles, 73 kopecks.

The simultaneous transfer of rights and obligations under the Storage Agreement on the basis of the Agreement is regarded as counter-performance by the Parties.

*The price of the Agreement:*

The price of the rights (claims) assigned under the Agreement amounts to twelve million, five hundred and fifty-two thousand (12,552,000) rubles, 00 kopecks, including VAT (18%) amounting to one million, nine hundred and fourteen thousand, seven hundred and eleven (1,914,711) rubles, 87 kopecks.

The difference between the amount of transferred obligations (debt) and the price of assigned rights (claims) to be paid by the Successor to the Depositor amounts to six million, one hundred and fifty-one thousand (6,151,000) rubles, 00 kopecks, including VAT (18%) – nine hundred and thirty-eight thousand, two hundred and eighty-eight (938,288) rubles, 14 kopecks.

5. The novation agreement to the Storage Agreement No. 08573000 dated December 14, 2012 (hereinafter, the “Agreement”), concluded on the following material conditions:

*Parties:*

Depositor– JSC RAO Energy System of East;

Deposittee – NPO ELSIB JSC;

Successor – CHPP in Sovetskaya Gavan, CJSC.

*Subject of the Agreement:*

The Depositor transfers and the Successor accepts the following rights (claims) assigned by the Depositor to the Deposittee under Turbine Generator Storage Agreement No. 1 (hereinafter, the “Product”) No. 08573000 dated December 14, 2012 (hereinafter, the “Storage Agreement”), concluded between the Depositor and the Deposittee:

- To ensure the safety of the Product;
- To bear financial liability for loss, shortage, or damage to the Product;
- To return the Product at the Successor's request;
- To ensure proper protection of the Product;
- Rights (claims) ensuring performance of obligation and other related rights, including the right to outstanding interest;
- All other rights (claims) in relation to the Deposittee under the Storage Agreement within the scope and under the terms applicable on August 31, 2014, including the right to recover penalty (fines) for breach by the Deposittee of its obligations under the Storage Agreement, as well as rights (claims) in relation to the Deposittee arising under the terms of the Storage Agreement after the

Agreement's entry into force.

The Depositor transfers and the Successor accepts all debts (transfers all obligations) to the Depositee under the Storage Agreement within the scope and under the terms applicable on August 31, 2014, as well as obligations arising under the terms of the Storage Agreement after the Agreement's entry into force.

*The price of the Storage Agreement* amounts to one million, seven hundred and sixty-eight thousand (1,768,000) rubles, 00 kopecks, including VAT (18%) amounting to two hundred and sixty-nine thousand, six hundred and ninety-four (269,694) rubles, 91 kopecks.

As of August 31, 2014, the Depositor has partially performed its obligations to the Depositee under the Storage Agreement, having paid to it thereunder the amount of ten thousand (10,000) rubles, including VAT (18%) amounting to one thousand, five hundred and twenty-five (1,525) rubles, 42 kopecks.

As of August 31, 2014, the Depositee has partially performed its obligations to the Depositor under the Storage Agreement in the amount of ten thousand (10,000) rubles, 00 kopecks, including VAT (18%) amounting to one thousand, five hundred and twenty-five (1,525) rubles, 42 kopecks.

As of August 31, 2014, the mutual amount of non-performed obligations of the Depositor and the Depositee under the Storage Agreement amounts to one million, seven hundred and fifty-eight thousand (1,758,000) rubles, 00 kopecks, including VAT (18%) – two hundred and sixty-eight thousand, one hundred and sixty-nine (268,169) rubles, 49 kopecks.

The simultaneous transfer of rights and obligations under the Storage Agreement on the basis of the Agreement is regarded as counter-performance by the Parties.

*The price of the Agreement:*

The amount of transferred obligations (debt) and the price of assigned rights (claims) under the Agreement are equal and amount to one million, seven hundred and fifty-eight thousand (1,758,000) rubles, 00 kopecks, including VAT (18%) – two hundred and sixty-eight thousand, one hundred and sixty-nine (268,169) rubles, 49 kopecks.

6. The novation agreement to the Storage Agreement No. 09106000 dated March 19, 2013 (hereinafter, the "Agreement"), concluded on the following material conditions:

*Parties:*

Depositor– JSC RAO Energy System of East;

Depositee – NPO ELSIB JSC;

Successor – CHPP in Sovetskaya Gavan, CJSC.

*Subject of the Agreement:*

The Depositor transfers and the Successor accepts the following rights (claims) assigned by the Depositor, to the Depositee under Turbine Generator Storage Agreement No. 2 (hereinafter, the "Product") No. 09106000 dated March 19, 2013 (hereinafter, the "Storage Agreement"), concluded between the Depositor and the Depositee:

- To ensure the safety of the Product;
- To bear financial liability for loss, shortage, or damage to the Product;
- To return the Product at the Successor's request;
- To ensure proper protection of the Product;
- Rights (claims) ensuring performance of obligation and other related rights, including the right to outstanding interest;
- All other rights (claims) in relation to the Depositee under the Storage Agreement within the scope and under the terms applicable on August 31, 2014, including the right to recover penalty (fines) for breach by the Depositee of its obligations under the Storage Agreement, as well as rights

(claims) in relation to the Depositee arising under the terms of the Storage Agreement after entering the Agreement into force.

The Depositor transfers and the Successor accepts all debts (transfers all obligations) to the Depositee under the Storage Agreement within the scope and under the terms applicable on August 31, 2014, as well as obligations arising under the terms of the Storage Agreement after the Agreement's entry into force.

*The price of the Storage Agreement* amounts to one million, seven hundred and sixty-eight thousand (1,768,000) rubles, 00 kopecks, including VAT (18%) amounting to two hundred and sixty-nine thousand, six hundred and ninety-four (269,694) rubles, 91 kopecks.

As of August 31, 2014, the Depositor has partially performed its obligations to the Depositee under the Storage Agreement, having paid to it thereunder the amount of ten thousand (10,000) rubles, including VAT (18%) amounting to one thousand, five hundred and twenty-five (1,525) rubles, 42 kopecks.

As of August 31, 2014, the Depositee has partially performed its obligations to the Depositor under the Storage Agreement in the amount of ten thousand (10,000) rubles, 00 kopecks, including VAT (18%) amounting to one thousand, five hundred and twenty-five (1,525) rubles, 42 kopecks.

As of August 31, 2014, the mutual amount of non-performed obligations of the Depositor and the Depositee under the Storage Agreement amounts to one million, seven hundred and fifty-eight thousand (1,758,000) rubles, 00 kopecks, including VAT (18%) – two hundred and sixty-eight thousand, one hundred and sixty-nine (268,169) rubles, 49 kopecks.

The simultaneous transfer of rights and obligations under the Storage Agreement on the basis of the Agreement is regarded as counter-performance by the Parties.

*The price of the Agreement:*

The amount of transferred obligations (debt) and price of assigned rights (claims) under the Agreement are equal and amount to one million, seven hundred and fifty-eight thousand (1,758,000) rubles, 00 kopecks, including VAT (18%) – two hundred and sixty-eight thousand, one hundred and sixty-nine (268,169) rubles, 49 kopecks.

7. The boiler unit purchase and sale agreement for implementation of the investment project “Construction of CHPP in Sovetskaya Gavan, Khabarovsk Krai” (hereinafter, the “Agreement”), concluded on the following material conditions:

*Parties to the Agreement:*

Seller – JSC RAO Energy System of East;

Buyer – CHPP in Sovetskaya Gavan, CJSC.

*Subject matter of the Agreement:*

The Seller shall transfer and the Buyer shall accept and pay in due time for the boiler units, the composition and technical characteristics of which are specified in the Equipment Specification hereinafter referred to as the “Equipment.”

The Equipment is owned by the Seller under Supply Agreement No. T-IIP-24/11 dated February 14, 2011, concluded between the Seller and JSC EMALyans.

*The price of the Agreement:*

seven hundred and sixteen million, four hundred and forty-two thousand, one hundred and seventy-seven (716,442,177) rubles, 00 kopecks, including VAT (18%) amounting to one hundred and nine million, two hundred and eighty-seven thousand, seven hundred and eighty-nine (109,287,789) rubles, 63 kopecks.

8. The novation agreement to Supply Agreement No. T-IIP-24/11 dated March 14, 2011 (hereinafter, the “Agreement”), concluded on the following material conditions:

*Parties:*



Buyer – JSC RAO Energy System of East;

Supplier – JSC EMALyans;

Successor – CHPP in Sovetskaya Gavan, CJSC.

*Subject of the Agreement:*

The Buyer transfers and the Successor accepts the following rights (claims) assigned by the Buyer to the Supplier under Boiler Units Supply Agreement (hereinafter, the “equipment”) No. T-IP-24/11 dated March 14, 2011 (hereinafter, the “Supply Agreement”), concluded between the Buyer and the Supplier:

- To production of steam trucks 17–30 according to the Equipment Specification;
- To delivery of the Equipment from the storage to the Buyer's warehouse (equipment delivery time – June 2015);
- To warranty service of the Equipment within the warranty period;
- To rendering services of supervisory control over installation (the supervisory control period for each equipment unit is approximately 6 months), adjusting (the supervisory adjusting period for each equipment unit is approximately 2 months), over commissioning, and instruction of the Buyer's personnel;
- Rights (claims) ensuring performance of obligation and other related rights, including the right to outstanding interest;
- All other rights (claims) in relation to the Supplier under the Supply Agreement within the scope and under the terms applicable upon the date of the Agreement, including the right to recover penalty (fines) for the Supplier's breach of its obligations under the Supply Agreement, as well as rights (claims) in relation to the Supplier arising under the Supply Agreement after the Agreement's entry into force.

The Buyer transfers and the Successor accepts all debts (transfers all obligations) to the Supplier under the Supply Agreement within the scope and under the terms applicable upon the date of the Agreement, as well as obligations arising under the terms of the Supply Agreement after the Agreement's entry into force.

*The price of the Supply Agreement* amounts to one billion, three hundred and thirty-four million, five hundred and eighty thousand (1,334,580,000) rubles, 00 kopecks, including VAT (18%) amounting to two hundred and three million, five hundred and eighty thousand (203,580,000) rubles, 00 kopecks.

The Supplier has partially performed its obligations to the Buyer under the Supply Agreement in the amount of six hundred and ninety-nine million, forty-two thousand, one hundred and seventy-seven (699,042,177) rubles, 00 kopecks, including VAT (18%) amounting to one hundred and six million, six hundred and thirty-three thousand, five hundred and fifty-two (106,633,552) rubles, 41 kopecks.

The Buyer has partially performed its obligations to the Supplier under the Supply Agreement, having paid under the Supply Agreement the amount of seven hundred and seventy-two million, six hundred and eight thousand, eight hundred and fifty-two (772,608,852) rubles, 00 kopecks, including VAT (18%) – one hundred and seventeen million, eight hundred and fifty-five thousand, five hundred and eighty-seven (117,855,587) rubles, 55 kopecks.

The Buyer shall perform obligations under the Supply Agreement amounting to five hundred and sixty-one million, nine hundred and seventy-one thousand, one hundred and forty-eight (561,971,148) rubles, 00 kopecks, including VAT (18%) amounting to eighty-five million, seven hundred and twenty-four thousand, four hundred and twelve (85,724,412) rubles, 41 kopecks.

The total amount of non-performed obligations of the Supplier to the Buyer under the Supply Agreement amounts to six hundred and thirty-five million, five hundred and thirty-seven thousand, eight hundred and twenty-three (635,537,823) rubles, 00 kopecks, including VAT (18%) amounting

to ninety-six million, nine hundred and forty-six thousand, four hundred and forty-seven (96,946,447) rubles, 58 kopecks, including the Supplier's debt to the amount of the advance payment paid by the Buyer in the amount of seventy-three million, five hundred and sixty-six thousand, six hundred and seventy-five (73,566,675) rubles, 00 kopecks, including VAT (18%) in the amount of eleven million, two hundred and twenty-two thousand and thirty-five (11,222,035) rubles, 14 kopecks.

The simultaneous transfer of rights and obligations under the Supply Agreement on the basis of the Agreement is regarded as counter-performance by the Parties.

*The price of the Agreement:*

The price of the rights (claims) assigned under the Agreement amounts to six hundred and thirty-five million, five hundred and thirty-seven thousand, eight hundred and twenty-three (635,537,823) rubles, 00 kopecks, including VAT (18%) amounting to ninety-six million, nine hundred and forty-six thousand, four hundred and forty-seven (96,946,447) rubles, 58 kopecks.

The difference between the amount of transferred obligations (debt) and the price of assigned rights (claims) to be paid by the Successor to the Buyer amounts to seventy-three million, five hundred and sixty-six thousand, six hundred and seventy-five (73,566,675) rubles, 00 kopecks, including VAT (18%) in the amount of eleven million, two hundred and twenty-two thousand, and thirty-five (11,222,035) rubles, 14 kopecks.

9. The novation agreement to Storage Agreement No. 12II/P643-079 dated April 10, 2012 (hereinafter, the "Agreement"), concluded on the following material conditions:

*Parties:*

Depositor– JSC RAO Energy System of East;

Depositee – JSC EMalyans;

Successor – CHPP in Sovetskaya Gavan, CJSC.

*Subject of the Agreement:*

The Depositor transfers and the Successor accepts the following rights (claims) assigned by the Depositor to the Depositee under Boiler Unit Storage Agreement (hereinafter, the "Product") No. 12II/P643-079 dated April 10, 2012 (hereinafter, the "Storage Agreement") concluded between the Depositor and the Depositee:

- To ensure the safety of the Product;
- To bear financial liability for loss, shortage, or damage to the Product;
- To return the Product at the Successor's request;
- To ensure proper protection of the Product;
- Rights (claims) ensuring performance of obligation and other related rights, including the right to outstanding interest;
- All other rights (claims) in relation to the Depositee under the Storage Agreement within the scope and under the terms applicable on August 31, 2014, including the right to recover penalty (fines) for breach by the Depositee of its obligations under the Storage Agreement, as well as rights (claims) in relation to the Depositee arising under the terms of the Storage Agreement after the Agreement's entry into force.

The Depositor transfers and the Successor accepts all debts (transfers all obligations) to the Depositee under the Storage Agreement within the scope and under the terms applicable on August 31, 2014, as well as obligations arising under the terms of the Storage Agreement after the Agreement's entry into force.

*The price of the Storage Agreement* amounts to thirty-eight million, nine hundred sixty-nine thousand, six hundred (38,969,600) rubles, 00 kopecks, including VAT (18%) amounting to five million, nine hundred forty-four thousand, five hundred and fifteen (5,944,515) rubles, 16 kopecks.

As of August 31, 2014, the Depositor has partially performed its obligations to the Depositee under the Storage Agreement, having paid to the Depositee under the Storage Agreement the amount of twenty-six million, eighty-four thousand, eight hundred (26,084,800) rubles, 00 kopecks, including VAT (18%) – three million, nine hundred seventy-nine thousand, and thirty-seven (3,979,037) rubles, 29 kopecks.

As of August 31, 2014, the Depositee has partially performed its obligations to the Depositor under the Storage Agreement in the amount of seventeen million, four hundred thousand (17,400,000) rubles, 00 kopecks, including VAT (18%) – two million, six hundred fifty-four thousand, two hundred thirty-seven (2,654,237) rubles, 22 kopecks.

As of August 31, 2014, the Depositee's debt under the Storage Agreement amounts to twenty-one million, five hundred sixty-nine thousand, six hundred (21,569,600) rubles, 00 kopecks, including VAT (18%) amounting to three million, two hundred ninety thousand, two hundred seventy-seven (3,290,277) rubles, 94 kopecks, including the Depositee's debt to the amount of the advance payment paid by the Depositor in the amount of eight million, six hundred eighty-four thousand, eight hundred (8,684,800) rubles, 00 kopecks, including VAT (18%) – one million, three hundred twenty-four thousand, eight hundred (1,324,800) rubles, 00 kopecks.

As of August 31, 2014, the Depositor's debt under the Storage Agreement amounts to twelve million, eight hundred eighty-four thousand, eight hundred (12,884,800) rubles, 00 kopecks, including VAT (18%) amounting to one million, nine hundred sixty-five thousand, four hundred seventy-seven (1,965,477) rubles, 94 kopecks.

The simultaneous transfer of rights and obligations under the Storage Agreement on the basis of the Agreement is regarded as counter-performance by the Parties.

*The price of the Agreement:*

The price of the rights (claims) assigned under the Agreement amounts to twenty-one million, five hundred sixty-nine thousand, six hundred (21,569,600) rubles, 00 kopecks, including VAT (18%) amounting to three million, two hundred ninety thousand, two hundred seventy-seven (3,290,277) rubles, 94 kopecks.

The difference between the amount of transferred obligations (debt) and the price of assigned rights (claims) to be paid by the Successor to the Depositor amounts to eight million, six hundred eighty-four thousand, eight hundred (8,684,800) rubles, 00 kopecks, including VAT (18%) in the amount of one million, three hundred twenty-four thousand, eight hundred (1,324,800) rubles, 00 kopecks.

10. The electrical filter purchase and sale agreement for implementation of the investment project “Construction of CHPP in Sovetskaya Gavan, Khabarovsk Krai” (hereinafter, the “Agreement”), concluded on the following material conditions:

*Parties:*

Seller – JSC RAO Energy System of East;

Buyer – CHPP in Sovetskaya Gavan, CJSC.

*Subject matter of the Agreement:*

The Seller shall transfer and the Buyer shall accept and pay in due time for the electrical filters, the composition and technical characteristics of which are specified in the Equipment Specification hereinafter referred to as the “Equipment.”

The Equipment is owned by the Seller under Supply Agreement No. F-654 dated March 25, 2011, concluded between the Seller and JSC ALSTOM Power Stavan.

*The price of the Agreement:*

two hundred eighty-three million, three hundred eleven thousand, nine hundred fifty-two (283,311,952) rubles, 87 kopecks, including VAT (18%) amounting to forty-three million, two hundred seventeen thousand, and seventy-seven (43,217,077) rubles, 52 kopecks.

11. The novation agreement (hereinafter, the “Agreement”) concluded on the following material conditions:

*Parties:*

Buyer – JSC RAO Energy System of East;

Supplier – JSC ALSTOM Power Stavan;

Successor – CHPP in Sovetskaya Gavan, CJSC.

*Subject of the Agreement:*

The Buyer transfers and the Successor accepts the following rights (claims) assigned by the Buyer to the Supplier under Electrical Filter Supply Agreement (hereinafter, the “equipment”) No. F-654 dated March 25, 2011 (hereinafter, the “Supply Agreement”), concluded between the Buyer and the Supplier:

- To warranty service of the Equipment within the warranty period;
- To rendering services of supervisory control over installation (the supervisory control period for each equipment unit is approximately 2 months), adjusting (the supervisory adjusting period for each equipment unit is approximately 1 month), over commissioning and instruction of the Buyer's personnel;
- Rights (claims) ensuring performance of obligation and other related rights, including the right to outstanding interest;
- All other rights (claims) in relation to the Supplier under the Supply Agreement within the scope and under the terms applicable upon the date of the Agreement, including the right to recover penalties (fines) for the Supplier's breach of its obligations under the Supply Agreement as well as rights (claims) in relation to the Supplier arising under the Supply Agreement after the Agreement's entry into force.

The Buyer transfers and the Successor accepts all debts (transfers all obligations) to the Supplier under the Supply Agreement within the scope and under the terms applicable upon the date of the Agreement, as well as obligations arising under the terms of the Supply Agreement after the Agreement's entry into force.

*The price of the Supply Agreement* amounts to two hundred and seventy million, two thousand, eight hundred and eighty (270,002,880) rubles, 00 kopecks, including VAT (18%) amounting to forty-one million, one hundred eighty-six thousand, eight hundred and eighty (41,186,880) rubles, 00 kopecks.

The Supplier has partially performed its obligations to the Buyer under the Supply Agreement in the amount of two hundred sixty-five million, forty-six thousand, eight hundred and eighty (265,046,880) rubles, 00 kopecks, including VAT (18%) amounting to forty million, four hundred thirty thousand, eight hundred and eighty (40,430,880) rubles, 00 kopecks.

The Buyer has partially performed its obligations to the Supplier under the Supply Agreement, having paid to it thereunder the amount of two hundred sixty-five million, forty-six thousand, eight hundred and eighty (265,046,880) rubles, 00 kopecks, including VAT (18%) amounting to forty million, four hundred thirty thousand, eight hundred and eighty (40,430,880) rubles, 00 kopecks.

The mutual amount of non-performed obligations of the Buyer and the Supplier amounts to four million, nine hundred fifty-six thousand (4,956,000) rubles, 00 kopecks, including VAT (18%) – seven hundred fifty-six thousand (756,000) rubles, 00 kopecks.

The simultaneous transfer of rights and obligations under the Supply Agreement on the basis of the Agreement is regarded as counter-performance by the Parties.

*The price of the Agreement:*

The amount of transferred obligations (debt) and price of assigned rights (claims) under the Agreement are equal and amount to four million, nine hundred fifty-six thousand (4,956,000) rubles, 00 kopecks, including VAT (18%) – seven hundred fifty-six thousand (756,000) rubles, 00 kopecks.

12. The novation agreement (hereinafter, the “Agreement”) concluded on the following material conditions:

*Parties:*

Depositor – JSC RAO Energy System of East;

Depositee – LLC Terminal Sovgavan;

Successor – CHPP in Sovetskaya Gavan, CJSC.

*Subject of the Agreement:*

The Depositor transfers and the Successor accepts the following rights (claims) assigned by the Depositor to the Depositee under Electrical Filter Storage Agreement (hereinafter, the “Product”) No. PAO 12/0095 dated April 17, 2012 (hereinafter, the “Storage Agreement”), concluded between the Depositor and the Depositee:

- To ensure proper protection of the Product;
- To ensure the safety of the Product;
- To bear financial liability for loss, shortage, or damage to the Product;
- To return the Product at the Successor's request;
- Rights (claims) ensuring performance of obligation and other related rights, including the right to outstanding interest;
- All other rights (claims) in relation to the Depositee under the Storage Agreement within the scope and under the terms applicable on August 31, 2014, including the right to recover penalties (fines) for the Depositee’s breach of its obligations under the Storage Agreement, as well as rights (claims) in relation to the Depositee arising under the terms of the Storage Agreement after the Agreement’s entry into force.

The Depositor transfers and the Successor accepts all debts (transfers all obligations) to the Depositee under the Storage Agreement within the scope and under the terms applicable on August 31, 2014, as well as obligations arising under the terms of the Storage Agreement after the Agreement’s entry into force.

*The price of the Storage Agreement* amounts to twenty million, six hundred thirty-three thousand, one hundred ninety-seven (20,633,197) rubles, 21 kopecks, including VAT (18%) amounting to three million, one hundred forty-seven thousand, four hundred thirty-six (3,147,436) rubles, 93 kopecks.

As of August 31, 2014, the Depositor has partially performed its obligations to the Depositee under the Storage Agreement in the amount of seventeen million, nine hundred ninety-three thousand, two hundred eighty-four (17,993,284) rubles, 63 kopecks, including VAT (18%) – two million, seven hundred forty-four thousand, seven hundred thirty-eight (2,744,738) rubles, 39 kopecks.

As of August 31, 2014, the Depositee has partially performed its obligations to the Depositor under the Storage Agreement in the amount of seventeen million, nine hundred ninety-three thousand, two hundred eighty-four (17,993,284) rubles, 63 kopecks, including VAT (18%) – two million, seven hundred forty-four thousand, seven hundred thirty-eight (2,744,738) rubles, 39 kopecks.

As of August 31, 2014, the mutual amount of non-performed obligations of the Depositor and the Depositee under the Storage Agreement amounts to two million, six hundred thirty-nine thousand, nine hundred and twelve (2,639,912) rubles, 58 kopecks, including VAT (18%) – four hundred and two thousand, six hundred ninety-eight (402,698) rubles, 54 kopecks.

The simultaneous transfer of rights and obligations under the Storage Agreement on the basis of the Agreement is regarded as counter-performance by the Parties.

*The price of the Agreement:*

The amount of transferred obligations (debt) and price of assigned rights (claims) under the Agreement are equal and amount to two million, six hundred thirty-nine thousand, nine hundred and twelve (2,639,912) rubles, 58 kopecks, including VAT (18%) – four hundred and two thousand, six hundred ninety-eight (402,698) rubles, 54 kopecks.

13. The novation agreement (hereinafter, the “Agreement”) concluded on the following material conditions:

*Parties:*

Depositor– JSC RAO Energy System of East;

Depositee – JSC DGK;

Successor – CHPP in Sovetskaya Gavan, CJSC.

*Subject of the Agreement:*

The Depositor transfers and the Successor accepts the following rights (claims) assigned by the Depositor to the Depositee under Electrical Filter Storage Agreement (hereinafter, the “Product”) No. 616/8-12 dated June 9, 2012 (hereinafter, the “Storage Agreement”), concluded between the Depositor and the Depositee:

- To ensure the safety of the Product;
- To bear financial liability for loss, shortage, or damage to the Product;
- To return the Product at the Successor's request;
- To ensure proper protection of the Product;
- Rights (claims) ensuring performance of obligation and other related rights, including the right to outstanding interest;
- All other rights (claims) in relation to the Depositee under the Storage Agreement within the scope and under the terms applicable on August 31, 2014, including the right to recover penalties (fines) for the Depositee’s breach of its obligations under the Storage Agreement, as well as rights (claims) in relation to the Depositee arising under the terms of the Storage Agreement after the Agreement’s entry into force.

The Depositor transfers and the Successor accepts all debts (transfers all obligations) to the Depositee under the Storage Agreement within the scope and under the terms applicable on August 31, 2014, as well as obligations arising under the terms of the Storage Agreement after the Agreement’s entry into force.

*The price of the Storage Agreement* amounts to three hundred and fourteen thousand and fifty-six (314,056) rubles, 72 kopecks, including VAT (18%) – forty-seven thousand, nine hundred and six (47,906) rubles, 85 kopecks.

As of August 31, 2014, the Depositor has partially performed its obligations to the Depositee under the Storage Agreement, having paid to it thereunder the amount of two hundred seventy-one thousand, seven hundred eighty-eight (271,788) rubles, including VAT (18%) amounting to forty-one thousand, four hundred fifty-nine (41,459) rubles, 13 kopecks.

As of August 31, 2014, the Depositee has partially performed its obligations to the Depositor under the Storage Agreement in the amount of two hundred seventy-one thousand, seven hundred eighty-eight (271,788) rubles, 00 kopecks, including VAT (18%) amounting to forty-one thousand, four hundred fifty-nine (41,459) rubles, 13 kopecks.

As of August 31, 2014, the mutual amount of non-performed obligations of the Depositor and the Depositee under the Storage Agreement amounts to forty-two thousand, two hundred sixty-eight (42,268) rubles, 48 kopecks, including VAT (18%) – six thousand, four hundred forty-seven (6,447) rubles, 72 kopecks.

The simultaneous transfer of rights and obligations under the Storage Agreement on the basis of the Agreement is regarded as counter-performance by the Parties.

### *The price of the Agreement:*

The amount of transferred obligations (debt) and price of assigned rights (claims) under the Agreement are equal and amount to forty-two thousand, two hundred sixty-eight (42,268) rubles, 48 kopecks, including VAT (18%) – six thousand, four hundred forty-seven (6,447) rubles, 72 kopecks.

### **About RusHydro**

RusHydro Group is one of Russia's largest generating companies. RusHydro is the leading producer of renewable energy in Russia with over 70 generating facilities in Russia and abroad. The company also manages a number of R&D, engineering and electricity retail companies. Group's thermal assets are operated by subsidiary – RAO Energy System of East in the Far East of Russia. Total electricity generation capacity of the Group is 37.5 GW, heat capacity – 16.2 thousand GCal/h.

Russian Federation owns 66.8% in RusHydro, the rest is held by other institutional and individual shareholders (over 360,000). The company's stock is traded on the MICEX and RTS stock exchanges, and included in MSCI EM и MSCI Russia indexes. Company's GDRs in the IOB section of LSE, ADRs – in OTCQX.

### **For more information:**

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### ***DISCLAIMER***

*The information in this press release may contain projections or other forward-looking statements regarding future events or the future financial performance of RusHydro. One can identify forward-looking statements by terms such as "expect," "believe," "anticipate," "estimate," "intend," "will," "could," "may" or "might," the negative of such terms or other similar expressions. We wish to caution you that these statements are only predictions and that actual events or results may differ materially from these statements.*

*We do not intend to update these statements to reflect events and circumstances occurring after the date hereof or to reflect the occurrence of unanticipated events. Many factors could cause the actual results to differ materially from those contained in our projections or forward-looking statements, including, among others, general economic conditions, our competitive environment, risks associated with operating in Russia and rapid technological and market changes in our industries, as well as many other risks specifically related to RusHydro and its operations.*