

Approved by
the decision of
the Board of Directors
of JSC OGK-5
(dd. December 20, 2005,
Protocol No. 22)

**REGULATION
ON RELIABILITY COMMITTEE
OF BOARD OF DIRECTORS
of Open Joint-Stock Company
“The Fifth Power Generation Company”**

Moscow
2005

1. GENERAL PROVISIONS

1.1. The Regulation on Reliability Committee of the Board of Directors of Open Joint-Stock Company "The Fifth Power Generation Company" (hereinafter referred to as 'Company') has been developed in accordance with the legislation of the Russian Federation, the Articles of Association of JSC "OGK-5" (hereinafter referred to as 'Company'), Regulation on Procedure for Convening and Holding of Meetings of Board of Directors of JSC "OGK-5".

1.2. The Reliability Committee of the Board of Directors of Open Joint-Stock Company "The Fifth Power Generation Company" (hereinafter referred to as 'Committee') is established by the decision of the Board of Directors of the Company and is a consulting body, which provides efficient performance of functions related to general administration of the Company's activities by the Board of Directors.

The Committee is not a body of the Company and is not entitled to act in the name of the Company.

Committee decisions are recommendatory to the Board of Directors of the Company.

1.5. In its activities, the Committee shall be governed by federal laws, other regulations of the Russian Federation, the Articles of Association of the Company, the Regulation on Procedure for Convening and Holding of Meetings of Board of Directors of the Company, decisions of the Board of Directors of the Company, and the present Regulation.

2. AIMS AND OBJECTIVES

2.1. The main aim of the Committee is to provide efficient functioning of the Board of Directors of the Company as regards the issues within the Committee's competence.

2.2. The objectives of the Committee are the following:

2.2.1. Development and provision of recommendations (conclusions) to the Board of Directors, which regard the following areas of activities of the Board of Directors:

- 1) Assessment of the investment programmes and plans related to repairs of power facilities, analysis of their execution from the standpoint of provision of overall reliability;
- 2) Assessment of fullness and sufficiency of measures taken to eliminate the results of emergencies and major operational breakdowns, control over their implementation;
- 3) Control and assessment of the activities of the Company's technical services, in particular:
 - Provision of overall reliability of power distribution and generation facilities and constructions;
 - Provision of the normal condition of the Company's major assets, as well as provision of information about foreseeable risks related to their reliable operation;
- 4) Analysis of measures aimed at the execution of the contractual and economic mechanisms of reliability management.

2.2.2. Quarterly provision of information about the condition of the Company's major power generation assets to the Board of Directors of the Company, in the form of a report.

3. COMPETENCE

3.1. The competence of the Committee comprises preliminary consideration, analysis and development of recommendations (conclusions) on the following issues within the competence of the Board of Directors of the Company, which relate to the priority directions of the Company's activities:

- 1) Analysis of the Company's operating activities in the part related to evaluation of:
 - Company's readiness for the 'autumn-winter' period;
 - Organisation of the health (labour protection) system;
 - Organisation of the safety management system;
 - Level of maintenance of power generation facilities;
 - Organisation of the production control service;
 - Execution of instructions of control and inspection bodies;

- Condition of contractual (economic) mechanisms of reliability management.
- 2) Assessment of the technical condition and level of use and repairs of power generation facilities, in the part related to:
 - Execution of repair plans;
 - Taking of measures aimed at a higher level of use of the Company's power generation facilities.
- 3) Planning and analysis of the Company's activities consisting in renovation of the Company's power generation facilities.
- 4) Assessment of the activities of the Company's technical services and their heads;
- 5) Other issues related to the abovementioned paragraphs (excluding those within the competence of the other Committees of the Company).

4. RIGHTS

4.1. For the implementation of its functions, the Committee is vested with the following rights (the right to):

- Conduct studies of issues within its competence;
- Enquire and receive information and documents, which are necessary for its activities, from the Director General and the Company's officials, in accordance with the list of such officials approved by the decision of the Committee, as well as ask for such information from outside organisations through the Chairman of the Board of Directors or Director General of the Company;
- Receive professional services from outside organisations, or engage (on the contractual basis) third parties as experts (consultants), which have specific knowledge of issues within the competence of the Committee, within the Committee's budget.
- Invite the employees and management of the Company, members of the other Committees of the Board of Directors of the Company, as well as other persons, for participation in Committee meetings.
- If necessary, develop drafts of changes and amendments to the present Regulation, and submit them to the Board of Directors of the Company for approval.

4.2. The Committee has other rights set in the present Regulation.

5. OBLIGATIONS

5.1. The Committee shall:

- 1) Fulfil in good faith the Committee's aims and perform its activities in accordance with the present Regulation, requirements of Russian legislation, the Articles of Association and internal documents of the Company;
- 2) Provide the Board of Directors with economically efficient and legally sound recommendations (conclusions) on the issues within the Committee's competence;
- 3) Timely inform the Board of Directors of the Company about the risks the Company is subject to;
- 4) Not disclose confidential information about the Company.

6. PROVISION OF COMMITTEE'S ACTIVITIES

6.1. The Committee is financed in accordance with the Committee's budget for the corresponding year, which is approved by the Board of Directors of the Company after its submittal by the Chairman of the Committee. The budget draft is supplemented by the report of the sole executive body of the Company about the possibility of the financing of the proposed budget within the agreed amount.

6.2. For provision of the Committee's activities during the setting of the budget expenditure of the Company, a separate expenditure item is envisaged. The Committee's expenses, in particular, include remunerations and compensations paid to the Chairman of the Committee, its members and the

Secretary of the Committee, including remunerations paid to persons which are not members of the Board of Directors of the Company.

6.3. For the holding of Committee meetings, at the request of the Chairman of the Committee, the sole executive body of the Company shall provide the Committee with an office (premise), with unrestricted access of the persons, who are enumerated in the request, to the office, as well as take other measures for the holding of Committee meetings

7. COMPOSITION AND FORMATION PROCEDURE, RIGHTS AND OBLIGATIONS OF MEMBERS

7.1. The Committee shall comprise not less than 3 (three) and not more than 7 (seven) members, which shall be determined by the decision of the Board of Directors.

7.2. Members of the Committee are elected by the Board of Directors of the Company out of those candidates, which were nominated by the Board members and Director General of the Company.

7.3. Each member of the Board of Directors and the Director General of the Company has the right to propose not more than 3 (three) candidates to the Committee.

7.4. Members of the Committees shall be elected until the first meeting of the newly elected Board of Directors.

7.5. Only natural persons can be members of the Committee. A member of the Committee can be a member of the Board of Directors.

7.6. The office of each member of the Committee can be terminated early by the decision of the Board of Directors of the Company.

The Chairman of the Committee and its members can leave office by submitting the corresponding application to the Chairman of the Board of Directors and the Chairman of the Committee not later than 15 (fifteen) calendar days before the suggested leave.

The powers of a Committee member shall be deemed terminated, and his (her) vote will not be taken into account during the determining of the quorum and the drawing of voting results starting from the date of the application, or, if the date is not set – after the date when the Chairman of the Board of Directors of the Company received the application.

7.7. If the number of Committee members is below the number determined by the Board of Directors for the Committee, the Board of Directors of the Company shall elect the remaining number of Committee members.

7.8. Acting within the Committee's competence, members of the Committee have the right to:

- 1) Enquire documents and information (in written form), which are necessary for the making of decisions on issues within the competence of the Committee, either directly from the collegiate and sole executive bodies of the Company and heads of the Company's structural subdivisions, or through the Secretary of the Committee, with mandatory notification of the Chairman of the Committee thereof;
- 2) Make written proposals on the work plan of the Committee;
- 3) Introduce issues to the agenda of Committee meetings, in accordance with the procedure established by the present Regulation;
- 4) Request a meeting of the Committee;

7.9. While exercising their rights and fulfilling their obligations, members of the Committee must act in the interests of the Company, execute their rights and fulfil their obligations to the Company reasonably and in good faith.

8. CHAIRMAN OF COMMITTEE

8.1. The Chairman of the Committee deals with administration of the Committee and organisation of its activities.

8.2. The Chairman of the Committee is elected by the Board of Directors of the Company from the elected members of the Committee by a majority vote of the members of the Board of Directors of the Company, who take place in the corresponding meeting of the Board of Directors.

8.3. The Chairman of the Committee cannot be the person functioning as the sole executive body of the Company, a member of the collegiate executive body of the Company, or a person who holds a post in the management bodies of the Company's managing organisation.

8.4. The Board of Directors has the right to reelect the Chairman of the Committee at any time.

8.5. If the Chairman of the Committee is absent, his functions are performed by the Deputy Chairman. The Deputy Chairman of the Committee is a Committee member, and is elected by Committee members by a majority vote of the elected members of the Committee. The limitations set in Paragraph 3 of the present Article also regard the Deputy Chairman of the Committee.

8.6. The Chairman of the Committee:

8.6.1. Convenes regular and extraordinary meetings of the Committee, in particular, provides notification of Committee members about the next meeting in accordance with the procedure stipulated by the present Regulation, determines the agenda and form of meetings (formal or remote (by absentee voting)), if the form has not been determined before by the decision of the Committee or its plan, supervises the process of the holding of Committee meetings in the form of absentee voting;

8.6.2. Performs the functions of the person presiding over Committee meetings:

1) In accordance with the information provided by the Secretary of the Committee, determines if the meeting has (does not have) the quorum, inter alia, for the making of a decision on the corresponding issue;

2) Takes measures on the adjournment of a meeting if there is no quorum, and ensures that all the absent Committee members be informed about the decision made;

3) Puts to vote the draft decisions proposed by the Committee members at a meeting, and/or during preparation for a meeting, in the order of their submittal; organises voting on the draft decisions;

4) Announces the decision made by the Committee at the formal meeting (based on the voting results);

5) Organises minute taking at Committee meetings;

6) Organises the activities of the Secretary of the Committee;

7) Signs the protocols of Committee meetings as the presiding person.

8.6.3. Exercises control over the implementation of the Work Plan of the Committee.

8.6.4. Represents the Committee while interacting with the Board of Directors of the Company, the Company's executive bodies, other bodies, organisations and persons.

8.6.5. Organises official correspondence of the Committee, signs letters, enquiries and other documents on behalf of the Committee, with due account for the rights granted to Committee members.

8.6.6. Exercises control over compliance with the requirements of the present Regulation.

8.6.7. Makes the decision on the engagement of outside organisations for professional services, or the engagement of third parties as experts (consultants), which have specific knowledge of issues within the competence of the Committee, within the Committee budget.

The given powers can be exercised by the Chairman of the Committee only on the basis of the Power of Attorney granted in accordance with Russian legislation in force.

8.6.8. Exercises other powers in accordance with the present Regulation.

9. SECRETARY OF COMMITTEE

9.1. The Secretary of the Committee is appointed by the Committee at the suggestion of the Chairman of the Committee. The Secretary of the Committee is accountable to the Chairman of the Committee, is not a Committee member and performs the following functions:

9.1.1. Provides organisational, informational and documentary support of the Committee's activities in relation to the preparation and holding of meetings, as well as during the period between Committee meetings, including:

- 1) By order of the Chairman of the Committee, the Secretary informs all the Committee members of upcoming regular and extraordinary meetings;
- 2) Sends the documents and materials necessary for the holding of a meeting to the Committee members;
- 3) Keeps a register of correspondence addressed to the Committee and/or its members (including enquiries, requests and motions) and provides preparation of corresponding replies, clarifications, as well as reactions of the Committee to incoming correspondence in any other form; sends to Committee members the correspondence received by the Committee, which is addressed to them, and, if necessary, provides assistance to Committee members in preparation of replies to letters, enquiries, motions etc.);
- 4) Provides keeping of minutes at Committee meetings (protocols or verbatim records);
- 5) Provides technical and organisational supports to the Committee members, who are responsible for preparation of a corresponding issue at a regular or extraordinary Committee meeting;
- 6) Provides printing, copying, translation and despatch of documents and materials to corresponding persons, including editing of drafts of the Committee's documents and materials;
- 7) Provides attendance of a Committee meeting by the invited persons, provides control over the compliance of the actual attendance of an invited person with the agenda issue under consideration.
- 8) Provides preparation for the holding of regular formal Committee meetings (an office (premise), materials, unrestricted access of Committee members and invited persons to the corresponding office, provision of newly received materials, secretarial services etc.);

9.1.2. Provides the execution of ballots and their dispatch to Committee members, as well as their generalization and processing;

9.1.3. Deals with organisation of voting at a Committee meeting.

9.1.4. Provides execution of the Protocol of a Committee meeting within 2 (two) days after the date of the meeting.

9.1.5. Provides interaction with the sole executive body and executive bodies of the Company for the archiving and storage of all documents and materials related to the Company's activities.

9.1.6. Executes the orders of the Chairman of the Committee within the competence of the Chairman of the Committee.

9.1.7. Exercises other powers in accordance with the present Regulation.

10. COMMITTEE MEETINGS

10.1. Committee meetings are convened by the Chairman of the Committee in accordance with the work plan approved at a Committee meeting (regular meetings), as well as in other cases stipulated in the Regulation (extraordinary meetings).

10.2. The Work Plan of the Committee is worked out by the Chairman of the Committee with due account for the approved Work Plan of the Board of Directors of the Company, proposals of the Chairman of the Board of Directors, Committee members and decisions of the Board of Directors of the Company.

10.3. The Work Plan of the Committee is approved at a Committee meeting, which must be held not later than 20 (twenty) days after the meeting of the Board of Directors of the Company, where the Work Plan of the Board of Directors of the Company was approved, or within one month after the establishment of the Committee.

10.4. When convening a Committee meeting, the Chairman of the Committee sets the date, time, place and form of the meeting, as well as the agenda and the list of persons invited to the meeting of the Committee.

10.5. The agenda of a regular meeting is set by the Chairman of the Committee in accordance with the approved Work Plan of the Committee, decisions of the Board of Directors of the Company and proposals of the Chairman of the Board of Directors.

10.6. Extraordinary Committee meetings are held:

- in accordance with a notification sent by the Secretary of the Board of Directors of the Company about the meeting of the Board of Directors, the agenda of which includes an issue (issues) within the competence of the Committee as stipulated by the present Regulation;
- on the initiative of the Chairman of the Committee;
- by the decision of the Board of Directors of the Company, or by the decision of the Committee;
- at the request of the Chairman of the Board of Directors or a Committee member.

10.7. A request for the convening of a Committee meeting, which is made by the Chairman of the Board of Directors of the Company or a Committee member, shall be sent in written form to the Chairman of the Committee not later than 7 (seven) days before the meeting, and shall contain the wording of an issue, reasons for the necessity to consider the issue at the meeting, a draft of the Committee's decision, as well as supplementary materials and information.

The request for the convening of a Committee meeting shall be signed by the person who sent the given request. A copy of the request for the convening of a Committee meeting shall be sent to the Secretary of the Committee with all the appendices.

10.8. Within 1 (one) working day after the request for the convening of an extraordinary meeting was made, the Chairman of the Committee makes the decision on the holding of the extraordinary meeting of the Committee, sets the date, time and place of the Committee meeting (the deadline date and time for receipt of ballots in case of absentee voting), or makes the decision on refusal to convene the extraordinary meeting of the Committee. The motivated refusal shall be sent to a person or body of the Company which (who) requires such convening, not later than on the following day after the decision on refusal was made by the Chairman of the Committee.

10.9. The decision of the Chairman of the Committee on refusal to convene an extraordinary meeting of the Committee can be made in the following cases:

- 1) Issue (issues) proposed for the agenda of the meetings is not within the competence of the Committee, as stipulated by the Regulation;
- 2) An agenda issue, which is mentioned in the request for the convening of an extraordinary meeting of the Committee, has already been included into the agenda of the next meeting to be convened by the decision of the Chairman of the Committee (the decision had been made by the Chairman before the request was received);
- 3) The form, procedure and timeframe for the making of the request for the convening of the meeting, which are set in Article 9.8 of the Regulation, have not been observed.

10.10. The Chairman of the Committee has the right to include the issues, which are mentioned in the request for the convening of an extraordinary meeting of the Committee, into the agenda of the nearest regular meeting of the Committee.

10.11. By the decision of the Chairman of the Committee, those issues, which were proposed by Committee members, can be included into the agenda of a regular or extraordinary Committee meeting.

10.12. The notification about the holding of a Committee meeting including the agenda shall be issued by the Secretary of the Committee and sent to the persons attending the meeting not later than 5 (five) working days before the date of the Committee meeting. The materials and information on the agenda issues shall be sent to the persons attending the meeting not later than 3 (three) working days before the date of the meeting.

10.13. The materials (information) on the agenda issues can be provided (sent) to the Committee members personally, by fax or e-mail. A notification about the holding of a Committee meeting shall be sent to the Committee members by fax or regular mail (the original).

10.14. If the issues to be discussed at an extraordinary meeting of the Committee are of high priority, the timeframe for the convening of the extraordinary meeting and dispatch of materials about the agenda issues of such meeting can be limited by the decision of the Chairman of the Committee.

At a formal meeting of the Committee (held in the form of joint presence of its members), issues not included into the agenda can be considered if agreed upon by all the present members of the Committee.

10.15. On the receipt of the notification about the meeting of the Board of Directors of the Company, the agenda of which includes issues within the competence of the Committee as set by the present Regulation, from the Secretary of the Board of Directors of the Company, the Chairman of the Committee shall take all measures possible to timely hold Committee meetings for the making of recommendations (decisions) on the given agenda issues of the meeting of the Board of Directors of the Company, and send such recommendations (decisions) to the Board of Directors in accordance with the approved Regulation on Convening and Holding of Meetings of Board of Directors of Company.

11. PROCEDURE OF COMMITTEE MEETINGS

11.1. A meeting of the Committee is opened by the person presiding over the meeting – the Chairman of the Committee, or his (her) deputy if the Chairman is absent.

11.2. The Committee members and persons invited to the meeting take part in the formal meeting of the Committee.

11.3. The Secretary of the Committee ascertains the presence of the quorum for the formal meeting of the Committee.

The presiding person informs the attending persons about the presence of the quorum for the Committee meeting and announces the meeting agenda.

11.4. A meeting of the Committee is competent (has the quorum) if at least half of the elected Committee members are present at the meeting.

If there is no quorum, the meeting is declared not competent to act. In this case, the presiding person makes one of the following decisions:

- 1) Sets the adjournment date for the meeting by consulting with the persons present at the meeting;
- 2) Sets the date for the repeat meeting with the same agenda;
- 3) Includes the issues, which were to be considered at the aborted meeting, into the agenda of the next planned Committee meeting.

11.5. Decisions at the Committee meeting is made by a majority vote of all the elected Committee members.

For the resolution of the agenda issues, each Committee member has one vote. In case of a tie vote, the vote of the Chairman of the Committee shall be decisive.

Transfer of the voting right by one Committee member to another Committee member is not allowed.

11.6. Committee meetings can be held in the form of joint presence of Committee members (formal meeting), or in the form of absentee voting (remote meeting).

Information about the form of the Committee meeting is contained in the notification about the holding of the meeting.

11.7. While determining the results of voting on the agenda issues of a formal Committee meeting, if at least half of the Committee members are present, the written opinions of the absent Committee members shall be taken into consideration, provided these opinions have been executed and sent in accordance with the procedure set by the present Regulation.

11.7.1. On the day of the formal meeting of the Committee, the Secretary of the Committee issues ballots, which are signed by the Chairman of the Committee, and sends them to the absent Committee members by courier mail or fax.

11.7.2. While filling in a ballot, a Committee member shall leave only one of the voting options (for/against/abstained) not crossed-out against each of the voting issues. The filled ballot must be signed by the Committee member and indicate his last name and the abbreviated first name and patronymic.

The filled and signed ballot must be given by the Committee member to the Secretary of the Committee not later than on the following day after the Committee meeting (the original), or sent by fax with subsequent dispatch of the original to the address indicated in the ballot.

11.7.3. The ballot, which has been filled in incorrectly or not provided within the timeframe set in Article 11.7.2 of the present Regulation), will be deemed invalid and will not be taken into account during the counting of votes and determining of the voting results.

11.7.4. The results of voting on the agenda issues of a formal Committee meeting are drawn on the basis of the results of voting at the meeting and the filled and executed ballots, which have been received by the Secretary of the Committee within the agreed timeframe.

11.8. The decision on the holding of a remote Committee meeting shall be made by the Chairman of the Committee.

11.8.1. During the holding of a remote meeting, the Committee members have the right to provide their proposals and (or) comments to the proposed drafts of the Committee's decisions on the voting issues, not later than 2 (two) working days before the deadline date for the receipt of voting ballots indicated in the notification about the holding of the absentee voting.

11.8.2. The Secretary of the Committee executes ballots for absentee voting with due account for the received proposals (new wordings) and (or) comments on the proposed drafts of the Committee's decisions on the voting issues.

Any change of the wording of the draft decisions contained in the ballots shall be agreed upon with all the Committee members.

11.8.3. A ballot for absentee voting shall be sent to the Committee members not later than 1 (one) working day before the deadline date for the receipt of voting ballots indicated in the notification about the holding of the absentee voting.

11.8.4. While filling in a ballot during absentee voting, a Committee member shall leave only one of the voting options (for/against/abstained) not crossed-out against each of the voting issues. The filled ballot must be signed by the Committee member and indicate his last name and the abbreviated first name and patronymic.

The filled and signed ballot must be given by the Committee member to the Secretary of the Committee within the timeframe indicated in the ballot (the original), or sent by fax with subsequent dispatch of the original to the address indicated in the ballot.

11.8.5. The results of voting on the agenda issues of a remote meeting shall be drawn up on the basis of the ballots received by the Secretary of the Committee, which have been filled in and signed by the Committee members. The ballot, which has been received by the Secretary but does not meet the requirements and timeframe indicated in Article 11.8.4 of the present Regulations, shall not be taken into account during the determining of the quorum and voting results.

11.9. The Secretary of the Committee shall draw up the protocol of a Committee meeting not later than 2 (two) working days after the formal (remote) meeting.

11.10. The protocol of a Committee meeting shall be signed by the Chairman and Secretary of the Committee. The protocol shall be drawn up in two original copies. One copy shall be sent to the Board of Directors of the Company and supplemented with all the materials and recommendations prepared for it, within 1 (one) working day after its execution; the other copy shall be kept in the archive of the Committee. All the Committee members shall receive copies of the protocol, prepared materials and recommendations.

11.11. The Chairman and Secretary of the Committee shall be responsible for the correctness of the protocol. The person responsible for the storage of the protocol, ballots, materials and recommendations of the Committee is the Secretary of the Committee.

11.12. The protocol of a Committee meeting shall contain the following information:

- 2) Date, place and time of the meeting (the deadline date and time for the receipt of ballots);
- 3) List of the Committee members, who took part in the consideration of the agenda issues, indicating the form of voting (voting in person or absentee voting by ballot), as well as the list of persons, who were present at the regular meeting;
- 4) Agenda;
- 5) Proposals of the Committee members on the agenda issues;
- 6) Voting issues, voting results, indicating the type of voting of each Committee member.
- 7) Decisions made.

12. CONFIDENTIALITY

12.1. While fulfilling the obligations of the Chairman, Secretary of the Committee, a member of the Committee members or a third person involved into the activities of the Committee, as well as during one year after the end of their offices in the Committee, the abovementioned persons shall comply with the confidentiality requirements in relation to the limited-access information, which they have obtained in connection with their activities in the Committee. The definition of the information with limited access, which relates to the activities of the Company, and its composition, shall be set by the Board of Directors of the Company.

13. STORAGE AND USE OF COMMITTEE'S DOCUMENTS

13.1. The protocols of Committee meetings must be available to any members of the Committee or Board of Directors of the Company.

13.2. On the basis of the Committee's activities, the Committee's archive (dossier) shall be compiled.

13.3. The Committee's archive shall comprise:

- 1) Protocols of Committee meetings;
- 2) Appendices to the protocols of Committee meetings;
- 3) Other informational materials of Committee meetings;
- 4) Ballots;
- 5) Notifications about the holding of meetings;
- 6) Other materials and documents.

13.4. The documents included into the Committee's archive shall be stored in a Company's premise (at the address of the sole executive body of the Company) together with the documents of the Board of Directors of the Company. The documents shall be stored at the expense of the Company.

13.5. The Secretary of the Committee shall systematize and keep the documents and materials of the Committee in the archive while supervised by the Chairman of the Committee. The Secretary shall be responsible for the keeping of the register of all the documents and materials stored in the Committee's archive in hard copy and electronic format.

13.6. Committee members shall have unrestricted access to the materials and documents stored in the Committee's archive, and have the right to make copies of such materials and documents.

13.7. In cases not stipulated by the present Regulation, access to information on the issues considered by the Committee can be provided only if permitted so by the Committee, Chairman of the Committee or his (her) deputy.

**COMMITTEE OF BOARD OF DIRECTORS
of Open Joint Stock Company
"The Fifth Power Generation Company"**

BALLOT
for voting on agenda issues of the formal meeting of
the Reliability Committee of the Board of Directors of JSC "OGK-5"
held on _____, 200__

Issue:
1. _____

Decision (made at the meeting):
1. _____

FOR	AGAINST	ABSTAINED
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(Strike out whichever is not desired)

Issue:
1. _____

Decision (made at the meeting):
1. _____

FOR	AGAINST	ABSTAINED
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(Strike out whichever is not desired)

The filled and signed ballot shall be sent by fax to _____,
or in the original not later than _____
(date, time)

The ballot received by the Company after the deadline date and time for the receipt of the ballot, shall be deemed invalid, will not be taken into account during the counting of votes and determining of the voting results.

The original of the ballot shall be sent to the following address: _____

Member of the Committee
of the Board of Directors of JSC "OGK-5" _____/
(signature) (name and initials)

Chairman of the Committee
of the Board of Directors of JSC "OGK-5" _____/
(signature) (name and initials)

THE BALLOT IS INVALID IF NOT SIGNED BY THE MEMBER AND CHAIRMAN OF THE COMMITTEE OF THE BOARD OF DIRECTORS

**COMMITTEE OF BOARD OF DIRECTORS
of Open Joint Stock Company
"The Fifth Power Generation Company"**

BALLOT
for voting on agenda issues of the remote meeting of
the Reliability Committee of the Board of Directors of JSC "OGK-5"
held on _____, 200__

Issue:

1. _____

Decision (made at the meeting):

1. _____

FOR

AGAINST

ABSTAINED

(Strike out whichever is not desired)

Issue:

1. _____

Decision (made at the meeting):

1. _____

FOR

AGAINST

ABSTAINED

(Strike out whichever is not desired)

The filled and signed ballot shall be sent by fax to _____,
or in the original not later than _____
(date, time)

The ballot received by the Company after the deadline date and time for the receipt of the ballot, shall be deemed invalid, will not be taken into account during the counting of votes and determining of the voting results.

The original of the ballot shall be sent to the following address: _____

Member of the Committee
of the Board of Directors of JSC "OGK-5" _____ / _____
(signature) (name and initials)

THE BALLOT IS INVALID IF NOT SIGNED BY THE MEMBER OF THE COMMITTEE OF THE BOARD OF DIRECTORS

CONFIDENTIALITY AGREEMENT

City of _____, 200__

JSC "OGK-5", in the name of the Director General _____, acting on the basis of the Articles of Association, and _____, hereinafter referred to as 'Recipient', have made and entered into the present Agreement as follows:

Preamble

In order to provide assistance to the Board of Directors of JSC "OGK-5" in the performing of its activities, the Reliability Committee of the Board of Directors of JSC "OGK-5" is established within the Board of Directors of JSC "OGK-5" as a consulting body acting in accordance with the Regulation on Reliability Committee of Board of Directors of JSC "OGK-5".

While exercising its rights and fulfilling obligations, the Recipient gains access to confidential information. Under the present Agreement, the Parties shall agree upon the terms and conditions related to use and further disclosure of such information.

Confidentiality and Limited Use

1. As used in this Confidentiality Agreement, the term "Confidential Information" is fully and partially defined as all or any information of any kind, whether in oral, written or electronic form, which regards JSC "OGK-5" (hereinafter referred to as 'Owner') and relates to its economic and commercial activities, technologies, clients and/or suppliers, which has actual or potential commercial value due to its being unknown to third parties, and is provided by the Owner to the Recipient in accordance with the present Agreement, together with archive records, copies of such information, or abstracts from such information on any storage media.

The Recipient shall keep the Confidential Information using the same degree of care as is used with respect to the Recipient's own confidential information owned by the Recipient; such Confidential Information shall not be used, reproduced or referred to by the Recipient for any purpose. The Confidential Information shall not be disclosed by the Recipient to any third party, whether a natural person or legal entity.

2. The Recipient shall not provide the Confidential Information to other persons ("give advice" or in any other form), which use or can use it for the purposes, which have caused or can cause its disclosure or other use, which is illegal or forbidden under the legislation in force and the present Agreement, including use of such information for its personal gain or contribution to the gain of other persons, whether affiliated with the Recipient or not.

In the event of such use of the Confidential Information for the abovementioned purposes, the Recipient shall immediately cease such actions, while JSC "OGK-5" shall have the right to demand indemnification pursuant to the legislation in force.

The Recipient shall inform the Committee of all planned and/or made transactions with the securities of JSC "OGK-5" and its affiliates and related companies.

3. The Recipient shall be responsible under the legislation in force for the actions of its affiliated persons, including, but not limited to, a spouse, parents, children, full- and half-blood brothers and sisters, adoptive parents and adopted children, other persons recognized as affiliated by the legislation in force, which regard the Confidential Information received from the Recipient, which have caused or can cause its disclosure or other illegal use, including use of such information for their personal gain or contribution to the gain of other persons, or have inflicted damage to JSC "OGK-5".

4. The present Confidentiality Agreement shall not be regarded as a document granting any license rights or any other rights related to the Confidential Information and its further use, to the Recipient.

Unless otherwise agreed in a separate written agreement signed by the Parties, the Confidential Information shall in its entirety remain the property of the Owner.

5. The obligations of the Parties hereunder shall not be an obstacle for the Owner in relation to transfer of any Confidential Information to its financial, legal and other consultants and third parties which may from time to time work in the interests of the Owner and need to know such Confidential Information, and which have entered into the corresponding Confidentiality Agreement in written form before the transfer of the information.

The confidential information received by the Recipient from the Owner can be provided to third persons, if the obligation to provide it is set by the requirements of Russian legislation, or the possibility of such disclosure is envisaged by the present or any other written agreement between the Parties.

The provision of the Confidential Information by the Recipient to government bodies, other state bodies and local authorities shall be made effective only on the basis of a motivated request signed by a duly authorised official, which shall include the aims and legal basis for the request for the information. If such request or any other request for the provision of the Confidential Information has been received by the Recipient, the Recipient shall immediately notify the Owner thereof in writing.

Return of Confidential Information

6. At the request of the Owner, or at the sole discretion of the Owner, all and any Confidential Information in any form, which the Recipient has received and acquired from the Owner or for the Owner, shall be returned or, if it is not possible, destroyed within 14 (fourteen) days after such request was made. No copies of such information, data related to such information or abstracts from it (in any form) shall remain with the Recipient, and the Recipient shall not use or reproduce such information fully or partially for whatever reason.

Life and Expiry of Agreement

7. The present Confidentiality Agreement shall enter into force upon signing and remain in force for 360 (three hundred sixty) days after the date of the execution. Notwithstanding the above, the present Confidentiality Agreement can be terminated by the Owner at any time after the written notification sent to the Recipient's address 7 (seven) days before the termination of the Agreement. The termination or expiry of the present Confidentiality Agreement shall not release either Party from the obligations hereunder, which regard the Confidential Information provided or received before such termination or expiry of the Agreement and shall remain in force for 2 (two) years after such termination or expiry of the present Agreement.

Governing Law

8. The present Confidentiality Information shall be governed by the legislation of the Russian Federation.

Any claims or disputes arising from the present Agreement or in connection with the present Agreement, or relating to the present Agreement or legal relations set by the present Agreement, shall be submitted to the corresponding court at the location of the office of JSC "OGK-5".

Miscellaneous

9. Starting from the execution date, the present Confidentiality Agreement shall represent complete agreement between the Parties in relation to the subject in question, and shall supersede any earlier agreements, documents, protocols and correspondence, both orally and in writing, between the Parties, which relate to the subject of the present Agreement.

Any changes and/or amendments to the present Confidentiality Agreement shall be valid only if executed in writing and signed by both Parties.

The present Agreement has been executed in two identical copies, each for either Party.

Execution date, details and signatures of the Parties