

June 29, 2016

Results of the Annual General Meeting of shareholders of RusHydro

PJSC RusHydro (ticker symbol: MOEX, LSE: HYDR; OTCQX: RSHYY) announces the results of the Annual General Meeting of shareholders (AGM) held on June 27, 2016, in Moscow.

Agenda of the Meeting:

1. Approval of the Company's 2015 Annual Report.
2. Approval of the Company's 2015 annual accounting statements.
3. Distribution of profit for 2015.
4. Dividend payment for 2015 and determination of dividend record date.
5. Remuneration of the Board of Directors (Supervisory Board) members (non-government officials) in the amount determined by the internal documents of the Company.
6. Approval of the amended Regulations on remuneration of the Board of Directors.
7. Election of members to the Board of Directors of RusHydro.
8. Election of members to the Audit Commission.
9. Approval of the Company's auditor.
10. Approval of the amended Articles of Association of the Company.
11. Approval of the amended Regulations on convening and holding the general meeting of shareholders of RusHydro.
12. Approval of the amended Regulations on convening and holding the Board of Directors' meetings.
13. Approval of the amended Regulations of the Company's Audit Commission.
14. Approval of the amended Regulations on remuneration of the Company's Audit Commission.
15. Approval of the Company's interested-party transactions.

The AGM approved the Company's 2015 Annual Report.

(With adjustments following the consideration of the annual report of the Board of Directors (minutes as of 12.05.2016 №236) and approval at the AGM (minutes as of 29.06.2016 №15)

Vote	Number of votes	% of AGM participants
FOR	329,930,507,366	99.8859
AGANIST	212,989,349	0.0645
ABSTAIN	146,373,265	0.0443
Did not vote		7,349,220
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated		10,008,921

The AGM approved the Company's annual accounting statements, including the profit and loss statement for 2015.

Vote	Number of votes	% of AGM participants
FOR	329,931,876,008	99.8864
AGANIST	212,989,349	0.0645
ABSTAIN	144,987,246	0.0439

Did not vote	7,349,220
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated	10,026,298

The AGM approved the following distribution of profit for 2015 (in RUB):

Retained profit for the reporting period	30,022,009,970.70
Reserve fund	1,501,100,498.54
Company's development	13,509,863,340.14
Dividends	15,011,046,132.02

Vote	Number of votes	% of AGM participants
FOR	330,091,077,108	99.9346
AGANIST	58,879,939	0.0178
ABSTAIN	143,404,573	0.0434
Did not vote	7,349,220	
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated	6,517,281	

The AGM resolved to pay dividends for 2015 in the amount of RUB 0.038863 per share. The dividends will be paid in cash.

The dividend record date is July 8, 2016.

Dividends should be distributed to nominee shareholder being a professional participant of the securities market registered in the shareholder register within 10 business days, and to other persons registered in the shareholder register within 25 business days from the dividend record date.

Vote	Number of votes	% of AGM participants
FOR	330,143,151,954	99.9503
AGANIST	3,836,872	0.0012
ABSTAIN	144,509,450	0.0438
Did not vote	7 349 220	
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated	8 380 625	

The AGM resolved to pay remuneration to the members of the Board of Directors based on their performance from June 26, 2015 to June 27, 2016 in the amount and under the procedure set in the Regulations on remuneration to members of the Board of Directors of RusHydro.

Vote	Number of votes	% of AGM participants
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FOR	329,741,243,724	99.8286
AGANIST	79,141,653	0.0240
ABSTAIN	470,279,710	0.1424
Did not vote		7 349 220
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated		9 213 814

The AGM approved a new version of Regulations on remuneration and reimbursement to members of the Board of Directors.

Vote	Number of votes	% of AGM participants
FOR	321,393,093,070	97.3013
AGANIST	79,910,084	0.0242
ABSTAIN	1,704,657,653	0.5161
Did not vote		5,751,296,520
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated		1,378,270,794

Election of new Board of Directors of RusHydro.

No.	Candidate's name	Number of votes for cumulative voting
FOR – distribution of votes among candidates		
1.	Artem Avetisyan	306,923,696,175
2.	Maxim Bystrov	313,440,283,240
3.	Sergei Gabestro	13,628,025,457
4.	Pavel Grachev	337,427,859,773
5.	Sergei Ivanov	235,367,775,745
6.	Larisa Kalanda	229,170,862
7.	Boris Kovalchuk	269,364,024
8.	Vyacheslav Kravchenko	307,631,716,418
9.	Vyacheslav Pivovarov	237,784,218,764
10.	Nikolay Podguzov	306,937,784,669
11.	Nikolai Rogalev	323,510,053,252
12.	Igor Sechin	815,640,776
13.	Maria Tikhonova	343,455,905
14.	Yuri Trutnev	555,735,520,350
15.	Alexei Chekunkov	307,737,157,042
16.	Sergey Shishin	198,635,158,576
17.	Andrei Shishkin	504,069,749,054
18.	Nikolai Shulginov	325,491,999,528
AGANIST all candidates		299,365,508
ABSTAIN from voting on all candidates		16,383,443,999

Did not vote on all candidates	141,437,028
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated:	
	1,191,089,428

The AGM elected 13 members to the Board of Directors:

- Yuri Trutnev, Deputy Chairman of the Government of the Russian Federation — Plenipotentiary Representative of the President in the Far Eastern Federal District;
- Andrei Shishkin, Vice-President for Energy and Localization, PJSC Rosneft;
- Pavel Grachev, CEO, PJSC Polyus Gold;
- Nikolai Shulginov, Chairman of the Management Board — Director General of PJSC RusHydro;
- Nikolai Rogalev, Rector, MPEI, Federal Research University;
- Maxim Bystrov, Chairman of the Management Board, JSC ATS, NP Market Council;
- Alexei Chekunkov, General Director, Far East Development Fund;
- Vyacheslav Kravchenko, Deputy Minister of Energy of the Russian Federation;
- Nikolay Podguzov, Deputy Minister for Economic Development of the Russian Federation;
- Artem Avetisyan, New business division, Agency for Strategic Initiatives for New Projects Promotion;
- Vyacheslav Pivovarov, President, Altera Capital;
- Sergei Ivanov, General Director, Russian Energy Company (ERCO);
- Sergey Shishin, Senior Vice-President, VTB Bank (PJSC).

The AGM elected 5 members to the Company's Audit Commission:

- Natalya Annikova, First Deputy General Director for Finance and Economics of JSC Construction Department No. 308.
- Denis Kant Mandal, Deputy Head of Department at the Federal Property Management Agency;
- Igor Repin, Deputy Executive Director, Investor protection association;
- Alexander Bogashov, Head of department, Ministry of Energy of Russia;
- Vladimir Khvorov, Senior Expert of department at the Ministry of Economic Development of Russia.

Vote	Number of votes	% of AGM participants
FOR	305,295,126,733	92.4476
AGAINST	2,402,978	0.0007
ABSTAIN	24,923,355,107	7.5471
Did not vote		7,260,773
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated		7,878,283

The AGM approved the appointment of JSC PriceWaterhouseCoopers Audit as the Company's auditor.

Vote	Number of votes	% of AGM participants
FOR	329,343,927,896	99.7084
AGANIST	603,704,353	0.1828
ABSTAIN	344,530,577	0.1043
Did not vote		7,260,773
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated		7,804,522

The AGM approved the amended Articles of Association of RusHydro.

Vote	Number of votes	% of AGM participants
FOR	329,886,495,361	99.8726
AGANIST	3,531,866	0.0011
ABSTAIN	401,985,635	0.1217
Did not vote		7,260,773
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated		7,954,486

The AGM approved the amended Regulations on procedure for convening and holding the general meeting of shareholders.

Vote	Number of votes	% of AGM participants
FOR	324,845,618,176	98.3465
AGANIST	1,090,177,877	0.3300
ABSTAIN	4,356,366,773	1.3189
Did not vote		7,260,773
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated		7,804,522

The AGM approved the amended Regulations on procedure for convening and holding the Board of Directors.

Vote	Number of votes	% of AGM participants
FOR	324,844,944,161	98.3463
AGANIST	1,090,135,312	0.3300
ABSTAIN	4,357,08,353	1.3191
Did not vote		7,260,773
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated		7,804,522

to voting on this particular issue) were invalidated	
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The AGM approved the amended Regulations on the Audit Commission.

Vote	Number of votes	% of AGM participants
FOR	324,901,176,462	98.3633
AGAINST	1,090,157,315	0.3300
ABSTAIN	4,300,743,649	1.3020
Did not vote		7,260,773
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated		7,889,922

The AGM approved the amended Regulations on remuneration and reimbursement to members of the Audit Commission.

Vote	Number of votes	% of AGM participants
FOR	324,834,185,671	98.3430
AGAINST	1,147,529,519	0.3474
ABSTAIN	4,309,099,426	1.3046
Did not vote		7,260,773
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated		9,152,732

The AGM determined the price (monetary value) of services under liability and financial risk insurance agreement for Directors, Officers and Companies No. 16DO0001 of December 30, 2015, between PJSC RusHydro and JSC SOGAZ, qualified as an interested party transaction, amounts to USD 36,000 at the exchange rate of the Bank of Russia at the date of payment, VAT free.

The AGM approved the liability and financial risk insurance agreement for Directors, Officers and Companies No. 16DO0001 of December 30, 2015 (hereinafter referred to as the Agreement), between RusHydro and JSC SOGAZ, qualified as an interested party transaction, under the following material terms and conditions:

Parties to the Agreement:

The Insured person - PJSC "RusHydro";

The Insurer - JSC SOGAZ.

Subject of the Agreement:

Taking into account all the provisions of the Insurance Agreement, the Insurer agrees to pay, upon the occurrence of any risk events specified in the Agreement, the insurance indemnity in accordance with the Insurance Agreement (as appropriate) to the relevant Insured and/or any other person entitled to such compensation.

Insured person (persons):

– Any person (including non-residents of the Russian Federation) who during the insurance period is or becomes as follows, in accordance with the definitions of the Insurance Agreement:

- an Official, Director; or
- a spouse of any Insured Person in respect of any Loss associated with a claim in connection with any Wrongful Act of such Insured Person; or

- a manager, heir, legal representative or trustee, legal successor or executor of the deceased, incompetent, insolvent or bankrupt Insured Person in respect of any Loss related to any claim in connection with any Wrongful

Act of such Insured Person;

- an employee of the Company, when carrying out duties by this employee related to management or supervision in such a Company. For the avoidance of doubt, such employees can also be, among others, executive and managing directors, heads of Departments, Directorates and other structural divisions of the Company, Chief Accountant and his/her deputies and other persons managing employees of the Company, as well as all persons having power of attorney to sign contracts and other documents on behalf of the

Company;

- any person indicated as a potential Insured person in any data about the listing of securities, an issue prospectus and a memorandum of the private placement or similar document issued by the Insured person;

- other persons specified by the Insurance Agreement.

- the Company that is referred to in the Insurance Agreement as the Insured person and/or any of its subsidiary, complying with the definition of a "subsidiary" company of the Insurance Agreement (generally legal entities in which PJSC "RusHydro" or any subsidiary of PJSC "RusHydro", directly or indirectly, through one or more other entities owned/owns more than 50% in the authorized (share) capital of the organization and/or controlled/controls the election/appointment of the majority of the members of the board of directors (the supervisory board) and/or collegial executive body (the management board) or any similar controlling body of the organization mentioned above).

Beneficiaries:

The beneficiaries are the third parties in relation to damage under the claims filed.

The beneficiaries are the Directors of the Company and the Company in regard to costs of legal representation.

Insurance protection/risk event:

- The risk event in terms of insuring the liability of any Insured person for any

Loss incurred by other persons shall deem to occur in the following circumstances:

a) the occurrence at any time prior to the beginning or during the Insurance period of liability of any Insured person to compensate any Loss, in accordance with the applicable law, incurred by other persons in connection with any Wrongful Act of the Insured person, and

(b) the filing of a claim against such Insured person during the validity of the Insurance period in connection with the Loss of other persons specified in paragraph (a) above.

– The risk event in terms of insuring any Loss of any Insured person (other than in case of the liability for Loss of other persons as mentioned above) shall deem as the incurring of any Loss by this Insured person in connection with any claim.

– The risk event in terms of insuring Loss of any company shall deem the incurring of any expenses by any Company in connection with the reimbursement by this Company of any Loss to any Insured person and / or any other person in the interest of any Insured person in connection with any claim filed against any Insured person, and / or liability of any Insured person for any Loss incurred by other persons.

– The risk event in terms of insuring liability of any Company for any Loss incurred by other persons shall deem to occur in the following circumstances:

a) the occurrence at any time prior to the beginning or during the Insurance period of liability of any Company to compensate any Loss, in accordance with the applicable law, incurred by other persons in connection with any

Wrongful Act of the Company, and

(b) the filing of a securities-related claim against this Company during the validity of the Insurance period in connection with the Loss of other persons specified in paragraph (a) above.

– The risk event in terms of insuring any Loss of any Company (other than in case of the liability for Loss of other persons as mentioned above) shall deem as the incurring of any Loss by this Company in connection with any securities-related claim.

Insured items are:

- property interests of any Insured person, in terms of insuring liability of this Insured person for any Loss incurred by other persons, which are related to the liability to reimburse Loss incurred by other parties;
- property interests of any Insured person, in terms of insuring any Loss of this Insured person, which are related to the incurrance of any Loss;
- property interests of any Company related to the reimbursement of any Loss by this Company;
- property interests of any Company, in terms of insuring liability of this Company for any Loss incurred by other persons, which are related to the liability to reimburse Loss incurred by other parties;
- property interests of any Company, in terms of insuring any Loss of this Company, which are related to the incurrance of any Loss;

Losses:

shall imply any of the stated below:

- any losses in accordance with Art. 71 and Art. 84 of Federal Law of December 26, 1995 No. 208- "On Joint Stock Companies" (with all the amendments and supplements) and other similar losses; and / or
- any damage (including any loss) in accordance with Art. 931 of the Civil Code of the Russian Federation (with all the amendments and supplements) and other similar damage (including any similar loss); and / or
- any monetary value which any Insured person under any legislation is obliged to pay, including but not limited to, any amounts according to court ruling, arbitration, the arbitral tribunal or similar body / institution (including interest accrued for the periods before and after the date of granting the relevant decision), any loss (including loss of profits, damage levied in multiple size, as well as punitive damage, enhanced damage and damage awarded as a punishment), costs, payments in connection with out of court settlements; and / or
- any costs and expenses covered by the Insurance Agreement (including but not limited to expenses of legal representation, emergency expenses, expenses in connection with extradition, investigation costs, expenses on protection from persecution, public relations expenses, costs arising from unplanned actions of regulators); and / or
- any penalties and fines that may be imposed in accordance with the legislation governing the filing of the relevant complaint; and / or
- any payments to be carried out by the Insurer in accordance with any extensions of coverage provided for in the Insurance Agreement.

Wrongful Act:

- any of the stated below in relation to any Insured person:

(a) any actual or claimed/attributed/alleged act, error, omission, disregard, negligence, non-performance or improper performance of duties, misconduct, provision of false information, false or misleading statements, slander, defamation, failure to comply with the requirements regarding powers granted, abuse of power, failure / breach of fiduciary or other duties, any breach of employment relationships or any other act or omission of any Insured person who has acted in an appropriate capacity, or any circumstance stated in respect of any Insured person solely in connection with his/her authorities to act as in the above-stated capacity; and/or(b) any actual or claimed/attributed/alleged action or inaction, error or omission which constitutes the basis, associated with or resulting to any violation of the Sarbanes-Oxley Act in any place around the world; including but not limited to, any such violation associated with:

- the activity of the audit committee; or
- the requirements of the Sarbanes-Oxley Act regarding the representation or disclosure of information; or

- bringing the financial reporting in line with GAAP requirements; or
- prohibitions against conflicts of interest established by the Sarbanes-Oxley Act; or
- the rights of employees to inform about the facts of committed violations without any consequences for an informant; and
- in relation to any Company: any actual or claimed/attributed/alleged violation/non-performance of duties/liabilities, negligence, disregard, error, provision of false information, false or misleading statements, omission or any other actions or inactions of any Company, but solely in connection with any securities-related claim.

The amount of coverage/liability limit:

- including total insurance coverage and extensions except for the extension for Independent Directors - \$30,000,000 (thirty million US dollars).

- additional amount of coverage for the Independent Director - \$1,000,000 (one million US dollars). - aggregate additional amount of coverage for Independent Directors - \$2,000,000 (two million US dollars).

Deductible amount:

It is introduced only in respect of losses and expenses incurred by the Insured person in the amount of \$100,000 (one hundred thousand US dollars).

Deductible amount is not established in relation to losses and expenses payable on behalf of each Insured person.

Price of the Agreement:

\$36,000 (thirty six thousand US dollars) according to the Bank of Russia's official exchange rate on the payment date, without subject to VAT.

Insurance period:

from 01.01.2016 till 31.12.2016

Vote	Number of votes	% of disinterested AGM participants
FOR	329,443,906,887	85.4086
AGANIST	21,191,015	0.0055
ABSTAIN	298,129,470	0.0773
Did not vote		8,757,194
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated		6,576,308

The AGM approved the guarantee agreements aimed at securing performance of obligations of companies included in the list of affiliates of RusHydro as of December 31, 2015, published on the website at: <http://www.rushydro.ru/investors/disclosure/affiliated/2015/> under their credit facilities secured from VTB Bank, qualified as interested party transactions, on the following material terms and conditions:

Parties to the transaction(s):

Creditor – PJSC VTB Bank;

Borrower – Company(ies) included in the list of affiliates of RusHydro as of December 31, 2015, published on the website at: <http://www.rushydro.ru/investors/disclosure/affiliated/2015/>;

Guarantor – PJSC RusHydro.

Subject of the transaction(s) – guarantee for performance of obligations of the Borrower to the Creditor under the Loan Agreement between the Borrower and the Creditor;

Price of transaction(s):

The price of the transaction shall be defined as the maximum (aggregate) amount of the

Borrower's obligations secured by the guarantee and shall not exceed RUB 30 bn.

Guarantee period is up to 15 years.

Vote	Number of votes	% of disinterested AGM participants
FOR	71,943,473,557	56.1646
AGAINST	79,699,982	0.0622
ABSTAIN	107,105,757	0.0836
Did not vote		8,757,194
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated		6,656,025

The AGM approved the Loan Agreements, which may be made by the Company in the future, qualified as interested party transactions, on the following material terms and conditions:

Parties to the transaction(s):

Creditor — PJSC VTB Bank

Borrower — PJSC RusHydro

Subject of transaction(s) – The Creditor shall provide the Borrower with monetary funds (loan) in the amount and under the terms and conditions stipulated by the Agreement, and the Borrower shall return the received funds and pay interest thereon;

Price of the transaction(s):

The price of the transaction shall be defined as the aggregate of the following values:

- a maximum sum of loan funds secured from the Bank under the Agreement in the amount of RUB 30 bn;

- a maximum amount of interest on loans paid to the Bank at the combined rate exceeding by up to 4 p. p. per annum exceeding the interest rate set by the Central Bank of Russia.

Credit period is up to 15 years.

Vote	Number of votes	% of disinterested AGM participants
FOR	71,953,329,293	56.1723
AGAINST	60,627,760	0.0473
ABSTAIN	108,149,376	0.0844
Did not vote		8,757,194
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated		14,828,892

The AGM approved the General Agreement on forward transactions and transactions that might be made in the future under the general agreement between PJSC RusHydro and VTB Bank (PJSC), qualified as interested party transactions:

1. Off-market forward contract under which:

- one party agrees to buy a fixed amount of money in one currency from another party and sell it to other party in a different currency; this amount of money should be transferred by both parties on the date of payment (“deliverable forward contract”), or

- one party agrees to make a recurring and (or) one-off payment at a settlement date of difference between the daily rate (reference rate) and thenon-deliverable forwardrate agreed by the parties on the date of transaction to another party (“non-deliverable forward”).
2. Option agreement:
- one party (buyer) pays to another (seller) a premium (in case an option terms provide for the premium payment) and acquires the right but not the obligation, either to buy or sell a certain amount of currency, at a specified price (strike price), on a specified date in the future (expiry date); this amount of currency should be transferred by both parties on the date of payment (“deliverable FX option”);
 - the buyer pays a premium to the seller (in case an option terms provide for the premium payment) and acquires the right but not the obligation, to claim for recurring and (or) one-off payment of a certain amount of currency (providing that it is positive) on the date of payment (“non-deliverable FX option”).

There might be two types of option: an option to buy is referred to as a CALL, and an option to sell is referred to as a PUT, as well as European and American options.

3. Interest rate swaps a contractual agreement between two parties, where Party A agrees to make payments to Party B in the agreed currency based on a floating interest rate, and Party B agrees to make payments to Party A based on a fixed interest rate, or floating amount of money in the same currency calculated based on net present value and another floating rate.
4. Cross currency and interest rate swaps a foreign exchange contract where (i) Party A transfers to Party B a certain amount of currency in net present value set for Party B, and Party B pays to Party A a certain amount of currency in net present value set for Party A; (ii) Party B should transfer a certain amount of currency to Party A no later than on the 3rd day after transaction in net present value set for Party B and Party A should transfer a certain amount of currency to Party B in net present value set for Party A; (iii) the party(-ies) should pay to each other periodically or all at once fixed and/or floating amounts in net present value terms set for the relevant party. The terms of cross currency swap provide for payment of the initial amount to be paid by Party B and/or final amount to be paid by Party B. The interim payments reducing the final amount may be made. The payments may be exchanged to another currency or netted.

Currencies:

Russian rouble, Euro, US Dollar, Swiss franc, British Pound.

Floating interest rates for swaps: EURIBOR, LIBOR, Mosprime with floating rate period from 1 week to 6 months, interest rate set by the Central Bank of Russia.

Dates of floating interest rates change should be determined by the parties.

Floating amount Payer under swap transactions: any of the parties.

Flat amount Payer under swap transactions: any of the parties.

Fixed interest rate for swaps: rate exceeding by up to 4 p. p. per annum the interest rate set by the Central Bank of Russia.

Exchange rates for swaps: official exchange rate set by the Central Bank of Russia, EMTA, ECB37, WMR, BFIX and cross-rates using them.

Forward exchange rate (for FX transactions): from RUB 20 to 100 per USD 1, from RUB 30 to 130 per EUR 1, from USD 0.5 to 1.8 per EUR 1, from RUB 20 to 110 per 1 CHF 1, from RUB

40 to 180 per £1.

The execution price should not exceed the exchange rate set by the Central Bank of Russia by more than 100%.

The price of transaction (-s):

The price of the General Agreement on forward transactions and transactions that might be made in the future is determined as a total price of property that might be acquired (alienated) by the Company under all valid transactions made in terms of general agreement and amounts to RUB 100 bn or the equivalent amount in foreign currency at the rate of the Central Bank of Russia as of the date of transaction.

Terms of the agreements may not exceed 15 years.

Vote	Number of votes	% of disinterested AGM participants
FOR	70,046,402,932	54.6836
AGAINST	74,669,042	0.0583
ABSTAIN	321,057,131	0.2506
Did not vote		8,757,194
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated		1,694,806,216

The AGM approved overdraft facility transactions (related to the previously signed agreements on opening the settlement account), qualified as interested party transactions, on the following material terms:

Parties to the transaction(s):

Bank - PJSC VTB Bank

Borrower - PJSC RusHydro

Subject of transactions: the Bank should provide the Borrower with funds (loan) as an overdraft in the amount and in accordance with terms of transaction, and the Borrower should return received amount of funds and pay interest.

The price limit of overdraft facility transactions that might be made in the future and are qualified as interested party transactions shall be defined as the aggregate of the following values:

- a maximum amount of possible debt to the Bank (overdraft limit) of RUB 5 bn;
- a maximum total amount of fees, interest on loans paid to the Bank at the combined rate exceeding by up to two (2) p. p. per annum the indicative rate of interest on loans (deposits) in Russian rubles offered at the Moscow market (MosPrime Rate OverNight), published by National Foreign Exchange Association (NFEA) as of the date of the transaction.

Period of continuous outstanding loans is 30 days.

Vote	Number of votes	% of disinterested AGM participants
FOR	71,947,091,004	56.1674
AGAINST	77,475,379	0.0605
ABSTAIN	107,310,846	0.0838
Did not vote		7,164,518

Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated	6,650,768
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The AGM approved the transactions for sale-purchase of foreign currency (conversion operations), qualified as interested party transactions, that might be made in the future on the following material terms:

Parties to the transaction(s):

PJSC VTB Bank

PJSC RusHydro

Subject of transactions: sale or purchase of foreign currency (Euro, US Dollar, Swiss franc, British Pound) on the agreed terms.

The price of forex transactions is determined as the price of purchased or sold foreign currency (Euro, US Dollar, Swiss franc, British Pound) at conversion rate by up to 2% different from the exchange rate set by the Central Bank or EMTA, or Bloombergfix, or other market rate as of the date of transaction, and amounts to RUB 100 on the equivalent amount in foreign currency at the rate of the Central Bank of Russia as of the date of the relevant transaction.

Vote	Number of votes	% of disinterested AGM participants
FOR	71,738,907,025	56.0049
AGAINST	74,651,401	0.0583
ABSTAIN	318,316,602	0.2485
Did not vote		7,164,518
Number of votes that were not counted as the voting ballots (including in relation to voting on this particular issue) were invalidated		6,652,969

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 38.6 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 Moscow Exchange (MOEX), and included in MSCI EM и MSCI Russia indexes. Company's GDRs in the IOB section of LSE, ADRs – in OTCQX.

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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," "plan", "aim", "target", "forecast", "project", "should", "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 and political 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.