

Annex 49 to the Draft Resolution of
EGM of OAO RAO UES of Russia

APPROVED BY:

Decision of the sole shareholder of
OAO Sochinskaya TPP
(MoM of the Management Board of RAO UES of
Russia of _____ 2007 No. ____)

Decision of the General Meeting of Shareholders of
RAO UES of Russia
(MoM of _____ 2007 No. ____)

Decision of the General Meeting of Shareholders of
RAO UES Inter RAO Holding
(MoM of _____ 2007 No. ____)

Decision of the General Meeting of Shareholders of
RAO UES INTERNATIONAL
(MoM of _____ 2007 No. ____)

Decision of the General Meeting of Shareholders of
OAO Kaliningradskaya TEC-2
(MoM of _____ 2007 No. ____)

Decision of the General Meeting of Shareholders of
OAO Severo-Zapadnaya TEC
(MoM of _____ 2007 No. ____)

Decision of the General Meeting of Shareholders of
OAO Ivanovskiye PGU
(MoM of _____ 2007 No. ____)

**AGREEMENT for CONSOLIDATION of RAO UES International Holding,
RAO UES INTERNATIONAL, OAO Kaliningradskaya TEC-2, OAO Severo-
Zapadnaya TEC, OAO Ivanovskiye PGU by OAO Sochinskaya TPP**

Moscow

«____» _____ 200__

Joint-Stock Company Sochinskaya TPP (State Registered Number 1022302933630, location: Russian Federation, Krasnodar Territory, Sochi, Karla Libknekhta 10), represented by _____ OAO Sochinskaya TPP _____, acting under the Charter, hereinafter referred to as the “Consolidating Company” and

Joint-Stock Company RAO UES International Holding (location: 119526 Moscow, Prospekt Vernadskogo 101, bldg. 3), represented by _____, acting under Decision by the General Meeting of Shareholders of RAO UES of Russia of _____ 2007,

Closed Joint-Stock Company RAO UES International (State Registered Number 1025700846291, location: 123610 Russian Federation, Moscow, Krasnopresnenskaya 12, entry 7), represented by _____, acting under _____,

Joint-Stock Company Kaliningradskaya TEC-2 (State Registered Number 1023901640366, location: 236034, Russian Federation, Kaliningrad, pereulok Energetikov 2), represented by _____, acting under _____,

Joint-Stock Company Severo-Zapadnaya TEC (State Registered Number 1027807563354, location: 197229, Russian Federation, Saint-Petersburg, Olgino, 3rd Konnaya Lakhta 34), represented by _____, acting under _____,

Joint-Stock Company Ivanovskiye PGU (State Registered Number 1043700610997, location: 155150, Russian Federation, Ivanovo Region, Komsomolskiy District, Komsomolsk, Komsomolskaya 1, Ivanovskaya GRES (Ivanovo HPP), represented by _____, acting under _____,

hereinafter collectively referred to as “Consolidated Companies”, and individually in respective context “Consolidated Company” or “respective Consolidated Company” or “each Consolidated Company”;

hereinafter collectively referred to as “Parties” or “Reorganized Parties”, and each individually “Party” or “Reorganized Company”, with each company that is a party hereto being an independent Party;

In compliance with clause 2 Article 17, and, where applicable, Article 19.1 of Federal Law No. 208-FZ “On Joint-Stock Companies” of 26.12.95 have entered into this Consolidation Agreement (hereinafter “Agreement”, “this Agreement”) as follows:

1. SUBJECT

1.1. The Parties, collectively, and each individual Party, agree to conduct reorganization in form of consolidation of Consolidated Companies by the Consolidating Company, including conversion of shares of each Consolidated Company into the shares of the Consolidating Company in compliance with the Agreement.

1.2. The Parties agree to jointly perform all actions and procedures provided for by the legislation of the Russian Federation and required to implement reorganization in form of consolidation.

1.3. Reorganization shall be deemed to be completed with regard to a respective Consolidated Company after a record confirming that such Consolidated Company has ceased its existence is entered in the Unified State Registry of Legal Entities.

1.4. Reorganization shall be deemed to be completed with respect to the Consolidating Company after a record confirming that the last Consolidated Company hereunder has ceased its existence is entered in the Unified State Registry of Legal Entities.

1.5. The terms and conditions of this Agreement, including clauses 2.2, 2.3, 2.4, 2.6 and 4.1 and other provisions applicable to the Consolidating Company shall cover RAO UES International Holding as long as such terms and conditions comply with Article 19.1 of Federal Law No. 208-FZ “On Joint-Stock Companies” of 26.12.95 and other regulatory acts.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The Parties agree to apply their best efforts and perform all actions provided for by the Russian legislation to implement the consolidation procedure in strict compliance with the Russian legislation and to complete the same as soon as possible.

2.2. Each Party shall notify its creditors, at least 30 (thirty) days from the date of decision on reorganization in form of consolidation taken by the last Reorganized Company, of the reorganization decision, by registered mail and by publishing a reorganization notice in the printed edition that publishes information on official reorganization of legal entities, i.e. magazine “Vestnik gosudarstvennoy registratsii” (State Registration News). Creditors of the respective Reorganized Company shall have the right to claim from the respective Reorganized Company, within 30 (thirty) days from the date when such notice has been sent, in writing, termination of or early performance under respective obligations and compensation for losses. Each Reorganized Company shall draft a registry of claims from creditors, satisfied and to be satisfied, based on claims received from its creditors.

2.3. Each Reorganized Company shall inform its employees of reorganization in compliance with the provisions of the Labour Code of the Russian Federation. Each employee shall be served or delivered against receipt a notice on changes in labour

conditions due to reorganization of the respective Reorganized Company in form of consolidation.

- 2.4. The Parties agree to convert shares in each Consolidated Company into shares in the Consolidating Company in compliance with this Agreement.
- 2.5. Each Reorganized Company shall notify the registrar that keeps the share register of such Reorganized Company of the following events in compliance with the procedure set out in regulatory and legal acts of the Russian Federation and within the following time periods:
 - Each Consolidated Company shall notify its share registrar of the submittal of documents for registration in the Unified State Registry of Legal Entities of termination of its existence on the day of submittal of the documents to the State registrar of legal entities.
 - The Consolidating Company shall notify the registrar maintaining the registry of holders of securities of the Consolidating Company that the respective records on termination of existence of Consolidated Companies have been entered into the registry, with such notice to be made with regard to each Consolidated Company on the day when the respective record on termination of existence of respective Consolidated Company is entered in the Unified State Register of Legal Entities.
- 2.6 The Consolidating Company shall:
 - 2.6.1. submit to the Federal Service for Financial Markets of Russia documents for State registration of additional issues of securities by the Consolidating Company and reports on the results of additional issues of securities by the Consolidating Company issued by conversion of shares in Consolidated Companies into securities of the Consolidating Company, in a timely and due manner.
 - 2.6.2. amend the Charter of the Consolidating Company in compliance with Article 5 herein; and
 - 2.6.3. obtain approval by the Federal Antimonopoly Company of Russia of the reorganization provided for hereunder in compliance with the legal acts of the Russian Federation and regulatory acts of the Federal Antimonopoly Service of Russia.
- 2.7. The General Meeting of Shareholders of the Consolidating Company shall also have the right to adopt resolutions on other matters related to reorganization of the Consolidating Company, including, but not limited to:
 - 2.7.1. determining the number, par values, categories (class) of authorized shares in the Consolidating Company and rights under such shares (with regard to increase in the number of authorized shares required to increase the charter capital of the Consolidating Company by issuing additional shares for conversion of shares in Consolidated Companies into such additional shares);
 - 2.7.2. amendments to the Charter of the Consolidating Company (with regard to increase of the number of authorized shares and assignment of rights and obligations of Consolidated Companies); and

- 2.7.3. increase of the charter capital of the Consolidating Company by issuing additional shares for conversion of shares in Consolidated Companies into such additional shares.

3. PROCEDURE FOR CONVERSION OF SHARES OF CONSOLIDATED COMPANIES INTO SHARES OF THE CONSOLIDATING COMPANY. CHARTER CAPITAL OF THE CONSOLIDATING COMPANY

- 3.1. Shares of the Consolidating Company shall be placed by way of conversion.
- 3.2. Shares of Consolidated Companies shall be converted into ordinary shares in the Consolidating Company received by the Consolidating Company and into additional ordinary shares in the Consolidating Company subject to the following:
- 3.2.1. Shares of RAO UES International Holding shall be converted into the shares of the Consolidating Company received by the Consolidating Company and into additional shares of the Consolidating Company placed by the Consolidating Company.
- 3.2.2. Shares of all Consolidated Companies, except for RAO UES International Holding, shall be converted into additional ordinary shares of the Consolidating Company.
- 3.3. Additional ordinary shares of OAO Sochinskaya TPP shall give the shareholders the same rights as outstanding ordinary shares of OAO Sochinskaya TPP in compliance with the Charter of OAO Sochinskaya TPP and the Russian legislation.
- 3.4. All shares owned by shareholders in Consolidated Companies (including by shareholders who have voted against the reorganization resolution or who have not participated in voting on the issue) shall be converted into shares of the Consolidating Company in compliance with this Section of the Agreement.
- 3.5. For conversion purposes, one ordinary share of the Consolidating Company with a par value of 1,000 (one thousand) roubles shall be equal to the following amount of ordinary shares in Consolidated Companies:
- 238.8667268847130000 ordinary shares of RAO UES International Holding with a par value of 50 (fifty) kopecks each;
 - 260.8284853512910000 preference shares of RAO UES International Holding with a par value of 50 (fifty) kopecks each;
 - 0.1349881138729570 ordinary share RAO UES INTERNATIONAL with a par value of 100 (one hundred) roubles each;
 - 59.489605672388700 ordinary shares OAO Kaliningradskaya TEC-2 with a par value of 10 (ten) roubles each;
 - 0.4998872378227030 ordinary share OAO Severo-Zapadnaya TEC with a par value of 10 (ten) roubles each;
 - 495.914070969138000 ordinary shares OAO Ivanovskiye PGU with a par value of 1 (one) rouble each.
- 3.6. If shares of OAO Sochinskaya TPP are split before the offering of shares of RAO UES International Holding by decreasing the par value of one ordinary share in OAO Sochinskaya TPP from 1,000 (one thousand) roubles to 10 (ten) kopecks, the following conversion ratios shall be applicable
- Amount of ordinary shares in Consolidated Companies that shall be converted into one ordinary share of the Consolidating Company with a par value of 10 (ten) kopecks:
- 0.0238866726884713 ordinary share of RAO UES International Holding with a par value of 50 (fifty) kopecks each;
 - 0.0260828485351291 preference shar of RAO UES International Holding with a par value of 50 (fifty) kopecks each;
 - 0.0000134988113873 ordinary share of RAO UES International with a par value of 100 (one hundred) roubles each;

- 0.0059489605672389 ordinary share of OAO Kaliningradskaya TEC-2 with a par value of 10 (ten) roubles each;
- 0.0000499887237823 ordinary share of OAO Severo-Zapadnaya TEC with a par value of 10 (ten) roubles each;
- 0.0495914070969138 ordinary share of OAO Ivanovskiye PGU with a par value of 1 (one) rouble each.

3.7. The number of ordinary shares in the Consolidating Company that shall be received by each shareholder of a Consolidated Company shall be determined by dividing the number of shares of specific category in the Consolidated Company owned by such shareholder by the respective conversion ratio.

If calculation of the number of shares of Consolidating Company that shall be received by a shareholder of Consolidated Company as a result of conversion results in a fractional number, the fractional part of such number shall be rounded up or down under the following rules

- rounded up by adding one to the integral part of such fractional number, if the digit immediately following the decimal point is between 5 and 9, inclusively, with the digits after the decimal point to be disregarded;
- rounded down by using only the integral part of such fractional number, if the digit immediately following the decimal point is between 0 and 4, inclusively, with the digits after the decimal point to be disregarded;
- if a shareholder is entitled to zero shares as a result of rounding down, such shareholder shall receive one additional share in the Consolidating Company.

In such case the number of ordinary shares of the Consolidating Company, out of the number of shares received by the Consolidating Company, that shall be received by each shareholder in RAO UES International Holding shall be equal to the integral part of the number determined by multiplying the number of ordinary shares in the Consolidating Company that shall be received by such shareholder under clause 3.7 herein (as rounded) by the ratio of the total number of ordinary shares in FGC UES owned by the Consolidating Company as a result of consolidation to the total number of ordinary shares in the Consolidating Company required for conversion of all shares of RAO UES International Holding into such shares of the Consolidating Company.

3.10. The number of ordinary shares in the Consolidating Company, out of additional shares that shall be received by a shareholder of the Consolidating Company shall be determined as the difference between the number of ordinary shares in the Consolidating Company that shall be received by such shareholder in compliance with clause 3.7 herein (as rounded) and the number of shares in the Consolidating Company, out of the number of shares received by the Consolidating Company, that shall be received by such shareholder.

3.11. On conversion, remaining shares in the Consolidating Company received by the Consolidating Company shall be cancelled.

4. ASSIGNMENT

- 4.1. As a result of reorganization of the Parties all rights and obligations of the Consolidated Companies shall pass to the Consolidating Company as the assignee under the respective deeds of transfer.

The value of property, rights and obligations of Consolidated Companies stated in the respective deeds of transfer shall coincide with respective data stated in annexes (inventory lists and breakdowns) to the deeds of transfer.

- 4.3. If the rights and/or obligations of any Consolidated Company have changed within the period from the date of the deed of transfer as approved by the General Meeting of Shareholders in such Consolidated Company to the date of completion of reorganization of such Consolidated Company, such changed rights and/or obligations shall be deemed to have passed to the Consolidating Company as changed on termination of existence of the respective Consolidated Company.

5. AMENDMENTS TO THE CHARTER OF THE CONSOLIDATING COMPANY

- 5.1. If required, amendments regarding quantity, category (class) of authorized shares of the Consolidating Company and rights granted by such shares shall be made to the Charter of the Consolidating Company before conversion of shares in Consolidated Companies into shares of the Consolidating Company.

- 5.2. On completion of reorganization of the Consolidating Company and registration of report(s) on the results of the additional share issue by the Consolidating Company, the following amendments shall be made to the Charter of the Consolidating Company:

- related to the increase of the Charter of the Consolidating Company, increase in the number of outstanding shares and decrease in the number of authorized shares;
- related to assignment of rights and obligations of Consolidated Companies on consolidation of each Consolidated Company by Consolidating Company.

6. VALIDITY OF THE AGREEMENT

- 6.1. This Agreement has been made on the date stated in the preamble hereof and shall become effective on its signing.
- 6.2. This Agreement shall only cover its signatories. If any party specified in the preamble hereof does not sign this Agreement, this Agreement shall not cover rights and obligations of such party. In such case this Agreement will not be binding only upon such party, which shall not affect the validity of the Agreement on the whole and all and any other signatories hereof, and the Agreement shall be deemed to be entered into by and binding upon all Parties who have signed this Agreement.
- 6.3. This Agreement shall be terminated with respect to all Parties in the following cases:

- if the Federal Antimonopoly Service refuses to give its preliminary consent to the reorganization in form of consolidation, in case the circumstances that have caused such refusal cannot be eliminated;
- in other cases provided for by the applicable legislation of the Russian Federation.

6.4. In case if the General Meeting of Shareholders of any Consolidated Company fails to adopt a decision on reorganization within 90 (ninety) days from the signing hereof, this Agreement shall be terminated with respect of such Consolidated Company, and on expiry of the above period such Consolidated Company shall cease to be a Party hereto (Reorganized Company, or Consolidated Company), and the terms and conditions hereof related to such Consolidated Company shall cease to be valid.

In such case this Agreement will continue to be valid with respect to the Consolidating Company and all Consolidated Companies General Meetings of Shareholders of which have adopted decisions on reorganization in compliance with this Agreement and within the period stated in the first paragraph of this clause.

7. FINAL PROVISIONS

7.1. In case of default on or improper performance of the Agreement the Parties shall be held liable in accordance with the effective law of the Russian Federation.

7.2. In all matters not covered herein, the Parties shall be governed by the effective law of the Russian Federation.

7.3. Legal entities named in this Agreement, except for RAO UES International Holding, shall be identified using their respective State Registered Numbers. Changes in the location and name of any Party hereto shall not entail changes in the terms and conditions of this Agreement both with regard to such Party and other Parties to the Agreement.

7.4. This Agreement is made in ____ (_____) copies, all being equally valid, one copy for each Party.

[SIGNATURES OF THE PARTIES ON THE FOLLOWING TWO PAGES]

SIGNATURES OF THE PARTIES:

For OAO Sochinskaya TPP

_____(title)

_____(title, name)

seal

For RAO UES International Holding

_____(title)

For RAO UES INTERNATIONAL

_____(title)

_____ (title, name)

seal

For OAO Kaliningradskaya TEC-2

_____ (title)

_____ (title, name)

seal

For OAO Ivanovskiye PGU

_____ (title)

_____ (title, name)

seal

_____ (title, name)

seal

For OAO Severo-Zapadnaya TEC

_____ (title)

_____ (title, name)

seal

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