

1. Information about transactions made by the Company in the reporting year recognized as major transactions in accordance with the Federal Law "On Joint-stock Companies"

In 2005, the Company made no transactions recognized as major transactions in accordance with the Federal Law "On Joint-stock Companies".

2. Information about transactions made by the Company in the reporting year recognized as interested-party transactions in accordance with the Federal Law "On Joint-stock Companies"

№ p/p	Governing Body of the Company, which resolved to approve transaction	Date of resolution	Essential conditions of transaction	Interested parties
1	2	3	4	5
1	Board of Directors	29.12.05 (Minutes No 16)	<p>Contracting parties:</p> <ul style="list-style-type: none"> ▪ JSC «Territorial Generation Company No 5» - Lessee ▪ OAO «Vyatskaya Electricity and Heat Company» - Lessor <p>Subject of the Contract:</p> <p>1.1. The Lessor transfers and the Lessee receives the property, specified in Appendices No 1 and No 2 to this Contract, which are an integral part hereof, for temporary possession and use for compensation.</p> <p>1.2. The leasing property is the ownership of the Lessor. The Lessee shall use the property as per the property designated purpose, including production (generation) and sale of electric and heat power.</p> <p>Lease payment and settlement procedure:</p> <p>The rental charge for the use of the Lessor's property is (without VAT) 3,364,875 (Three million three hundred and sixty-four thousand eight hundred and seventy-five) RUR for six (6) months (from 01.07.2005 till 31.12.2005).</p> <p>Duration of the Contract:</p> <p>This Contract is valid till December 31, 2005.</p>	<ul style="list-style-type: none"> ▪ OAO RAO «UES of Russia»; ▪ V.A. Lebedev; ▪ A.D. Glushenko; ▪ V.N. Kolushov; ▪ A.E. Tuzhilin; ▪ D.A. Tuzov.
2	Board of Directors	29.12.05 (Minutes No 16)	<p>Contracting parties:</p> <ul style="list-style-type: none"> ▪ JSC «Territorial Generation Company No 5» - Lessee ▪ OAO «Chuvash Generation Company» - Lessor <p>Subject of the Contract:</p> <p>1.1. The Lessor transfers and the Lessee receives the property, specified in Appendices No 1 and No 2 to this Contract, which are an integral part hereof, for temporary possession and use for compensation.</p> <p>1.2. The leasing property is the ownership of the Lessor. The Lessee shall use the property as per the property designated purpose, including production (generation) and sale of electric and heat power.</p> <p>Lease payment and settlement procedure:</p> <p>The rental charge for the use of the Lessor's property is (without VAT) 2,049,706 (Two million forty-nine thousand seven hundred and six) RUR for six (6) months (from 01.07.2005 till 31.12.2005).</p> <p>Duration of the Contract:</p> <p>This Contract valid till December 31, 2005.</p>	<ul style="list-style-type: none"> ▪ OAO RAO «UES of Russia»; ▪ V.N. Kolushov; ▪ V.A. Lebedev.

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3	Board of Directors	29.12.05 (Minutes No 16)	<p>Contract parties:</p> <ul style="list-style-type: none"> ▪ JSC «Territorial Generation Company № 5» - Lessee ▪ OAO «Udmurt Territorial Generation Company» - Lessor <p>Subject of the Contract:</p> <p>1.1. The Lessor transfers and the Lessee receives the property, specified in Appendices No 1 and No 2 to this Contract, which are an integral part hereof, for temporary possession and use for compensation.</p> <p>1.2. The leasing property is the ownership of the Lessor. The Lessee shall use the property as per the property designated purpose, including production (generation) and sale of electric and heat power.</p> <p>Lease payment and settlement procedure:</p> <p>The rental charge for the use of the Lessor's property is (without VAT) 779, 421 (Seven hundred and seventy nine thousand four hundred and twenty one) RUR for six (6) months (from 01.07.2005 till 31.12.2005).</p> <p>Duration of the Contract:</p> <p>This Contract is in power till December «31», 2005.</p>	<ul style="list-style-type: none"> ▪ OAO RAO «UES of Russia»; ▪ A.D. Glushenko; ▪ V.N. Kolushov; ▪ V.A. Lebedev.
4	Board of Directors	29.12.05 (minutes № 16)	<p>Contract parties:</p> <ul style="list-style-type: none"> ▪ JSC «Territorial Generation Company No 5» - Lessee ▪ OAO «Mariy Regional Generation Company» - Lessor <p>Subject of the Contract:</p> <p>1.1. The Lessor transfers and the Lessee receives the property, specified in Appendices No 1 and No 2 to this Contract, which are an integral part hereof, for temporary possession and use for compensation.</p> <p>1.2. The leasing property is the ownership of the Lessor. The Lessee shall use the property as per the property designated purpose, including production (generation) and sale of electric and heat power.</p> <p>Lease payment and method of settlement:</p> <p>The rental charge for the use of the Lessor's property is (without VAT) 337,195 (Three hundred and thirty seven thousand one hundred and ninety-five) RUR for six (6) months (from 01.07.2005 till 31.12.2005).</p> <p>Duration of the Contract:</p> <p>This Contract is valid till December «31», 2005.</p>	<ul style="list-style-type: none"> ▪ OAO RAO «UES of Russia»; ▪ V.A. Lebedev.
5	Board of Directors	29.12.05 (Minutes No 16)	<p>Contract parties:</p> <ul style="list-style-type: none"> ▪ JSC «Territorial Generation Company № 5» - Agent ▪ OAO «Vyatskaya Electricity and Heat Company» - Principal <p>Subject of the Contract:</p> <p>The Principal entrusts, and the Agent undertakes for compensation to perform in its name but to the benefit of and at the expense of the Principle legal and actual actions aimed at implementation of the Technical Upgrading and Reconstruction Program (Appendix No1 to this Contract, hereafter «Program») by purchasing the necessary property (hereafter «Equipment») from third parties (hereafter «Suppliers») and making contracts with third parties (hereafter «Contractors») for performance of the relevant works and provision of services.</p> <p>Price of the Contract:</p> <p>The Agent's fee is 5% of the total amount of the contracts concluded by the Company with suppliers and (or) contractors for performance of works (provision of services) in fulfillment of obligations under the Contract and properly performed by suppliers and (or) contractors, but shall not exceed 16,000,000 (Sixteen million) RUR.</p>	<ul style="list-style-type: none"> ▪ OAO RAO «UES of Russia»; ▪ V.A. Lebedev; ▪ A.D. Glushenko; ▪ V.N. Kolushov; ▪ A.E. Tuzhilin; ▪ D.A. Tuzov.

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6	Board of Directors	29.12.05 (Minutes No 16)	<p>Contract parties:</p> <ul style="list-style-type: none"> ▪ JSC «Territorial Generation Company № 5» - Agent ▪ OAO «Chuvash Generation Company» - Principal <p>Subject of the Contract: The Principal entrusts, and the Agent undertakes for compensation to perform in its name but to the benefit of and at the expense of the Principle legal and actual actions aimed at implementation of the Technical Upgrading and Reconstruction Program (Appendix No1 to this Contract, hereafter «Program») by purchasing the necessary property (hereafter «Equipment») from third parties (hereafter «Suppliers») and making contracts with third parties (hereafter «Contractors») for performance of the relevant works and provision of services.</p> <p>Price of the Contract: The Agent's fee is 5% of the total amount of the contracts concluded by the Company with suppliers and (or) contractors for performance of works (provision of services) in fulfillment of obligations under the Contract and properly performed by suppliers and (or) contractors, but shall not exceed 12,000,000 (Twelve million) RUR.</p>	<ul style="list-style-type: none"> ▪ OAO RAO «UES of Russia»; ▪ V.N. Kolushov; ▪ V.A. Lebedev.
7	Board of Directors	29.12.05 (Minutes No 16)	<p>Contract parties:</p> <ul style="list-style-type: none"> ▪ JSC «Territorial Generation Company № 5» - the Agent ▪ OAO «Udmurt Territorial Generation Company» - the Principal <p>Subject of the Contract: The Principal entrusts, and the Agent undertakes for compensation to perform in its name but to the benefit of and at the expense of the Principle legal and actual actions aimed at implementation of the Technical Upgrading and Reconstruction Program (Appendix No1 to this Contract, hereafter «Program») by purchasing the necessary property (hereafter «Equipment») from third parties (hereafter «Suppliers») and making contracts with third parties (hereafter «Contractors») for performance of the relevant works and provision of services.</p> <p>Price of the Contract: The Agent's fee is 5% of the total amount of the contracts concluded by the Company with suppliers and (or) contractors for performance of works (provision of services) in fulfillment of obligations under the Contract and properly performed by suppliers and (or) contractors, but shall not exceed 12,000,000 (Twelve million) RUR.</p>	<ul style="list-style-type: none"> ▪ OAO RAO «UES of Russia»; ▪ A.D. Glushenko; ▪ V.N. Kolushov; ▪ V.A. Lebedev.
8	Board of Directors	29.12.05 (Minutes No 16)	<p>Contract parties:</p> <ul style="list-style-type: none"> ▪ JSC «Territorial Generation Company № 5» - the Agent ▪ OAO «Mariy Regional Generation Company» - the Principal <p>Subject of the Contract: The Principal entrusts, and the Agent undertakes for compensation to perform in its name but to the benefit of and at the expense of the Principle legal and actual actions aimed at implementation of the Technical Upgrading and Reconstruction Program (Appendix No1 to this Contract, hereafter «Program») by purchasing the necessary property (hereafter «Equipment») from third parties (hereafter «Suppliers») and making contracts with third parties (hereafter «Contractors») for performance of the relevant works and provision of services.</p> <p>Price of the Contract: The Agent's fee is 5% of the total amount of the contracts concluded by the Company with suppliers and (or) contractors for performance of works (provision of services) in fulfillment of obligations under the Contract and properly performed by suppliers and (or) contractors, but shall not exceed 5, 000, 000 (five million) rubles.</p>	<ul style="list-style-type: none"> ▪ OAO RAO «UES of Russia»; ▪ V.A. Lebedev.

3. Information about material facts.

As JSC «TGC-5» has no registered securities prospectus, the Company shall not be bound to disclose information in terms of notices of material facts (in accordance with the classification of Russia's Federal Financial Markets Service