

**DRAFT RESOLUTION OF THE EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS  
OF 05 MARCH 2014**

**First item on the agenda:**

“Approval of interested party transactions”.

**Draft of the resolution:**

Approve the transaction being a point of interest to be performed by Mechel, an Open Joint Stock Company, - Securities pledge agreement No 3-5703 from December 19, 2013 (further on referred to as Agreement) on the following conditions:

**Transaction parties:**

- **Sberbank of Russia, an Open Joint Stock Company** (Sberbank of Russia OJSC), as a PLEDGEE.
- **Mechel, an Open Joint Stock Company** (Mechel OAO), as a PLEDGOR

Beneficiary parties:

Chelyabinsk Metallurgical Plant, an Open Joint Stock Company (CMP OAO),  
Mechel Trading AG  
Coal Company “Southern Kuzbass”, an Open Joint Stock Company  
Izhstal, an Open Joint Stock Company  
Bratsk Ferroalloy Plant, a Limited Liability Company  
Korshunov Mining Plant, an Open Joint Stock Company  
Holding Company Yakutugol, an Open Joint Stock Company,  
as Borrowers

**Transaction subject, price and other material conditions:**

- I. Agreement subject is the transfer by PLEDGOR of its below listed securities (hereinafter referred to as Subject of a pledge) owned by it based on the right of property to PLEDGEE as a pledge.  
The following securities are accepted as a pledge:

| Name of security Issuer | Security Name and Type                | State Registration No. | Quantity, pcs./ Equity Share, %  | Nominal Value per one Share (RUB) |
|-------------------------|---------------------------------------|------------------------|--|-----------------------------------|
| Mechel Mining OAO       | Ordinary registered uncertified share | 1-02-55367-E           | 3,644,450,001 (Three billion six hundred forty-four million four hundred fifty thousand and one) pcs./ 25 (Twenty-five) % plus 1 (One) share | 7.37 (Seven point 37/100) rubles  |

The total nominal value of the securities is 26,859,596,507.37 (Twenty-six billion eight hundred fifty-nine million five hundred ninety-six thousand five hundred and seven 37/100) rubles.

The total collateral value of the securities is 10,000,000 (Ten million) rubles.

The above stated subject of a pledge is to secure for the fulfillment of the following obligations:

1. By Agreement No.5703 on Non-revolving Credit Line as of December 19, 2013 further on referred to as Facility Agreement 1 concluded between PLEDGEE (alias Creditor) and Chelyabinsk Metallurgical Plant, an Open Joint Stock Company (CMP OAO, located at: 14, 2d Paveletskaya str., Chelyabinsk 454047, Russian Federation, ITIN 7450001007, Primary State Registration Number (OGRN) 1027402812777), further on referred to as Borrower 1, on the following material conditions:

1.1. Credit Line Limit: 12,430,000,000 (Twelve billion four hundred thirty million) rubles.

Availability period: from December 19, 2013 to March 18, 2014, bdi.

1.2. Credit Repayment Date: December 10, 2018 (inclusively).

1.3. Interest rate: Borrower 1 shall pay interest to Creditor on the credit usage at the rate of 12 (Twelve) percent per year.

1.4. Provisioning fee: 1 (One) percent of the credit line limit stated in Clause 1.1 of Facility Agreement 1, which is 124,300,000 (One hundred twenty-four million three hundred thousand) rubles.

1.5. Early loan repayment fee: to be paid by Borrower 1 to Creditor in case if the credit has been repaid (completely or partially) before the dates stated by Clause 6.1 of Facility Agreement 1.

This commission shall be 1.5 (One point five) percent per year of the early repaid credit amount for the period from the date of actual repayment (not including this date) and if repaid in accordance with Clause 5.12 of

Facility Agreement 1 starting from the date the corresponding written request was received by Creditor from Borrower 1 (not including this date) up to the date nearest to it defined in Clause 6.1 of Facility Agreement 1 (inclusively), for which there exist an unrepaid debt by credit in the respective amount.

1.6. Penalty: in case of any untimely installment for loan repayment or interest payment or Commission fees except for early credit repayment Borrower 1 shall pay to Creditor a penalty in the amount equal to the interest rate stated by Article 4.1 of Facility Agreement 1 multiplied by 2 (Two) percent per annum. Penalty shall be charged on to the amount of the overdue payment for each day of delay within the period starting from the date such overdue payment occurs (not including this date) and up to the date such overdue payment has been completely repaid (inclusively).

1.7. PLEDGEE is entitled to unilaterally and at its own discretion increase interest rates by Facility Agreement 1 including but not limited to provided that it is decided by the Bank of Russia to increase the accounting rate. Borrower 1 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 1 shall be required in this case.

2. By Agreement No.5321 on Non-revolving Credit Line as of October 13, 2010 with the consideration of all amendments and alterations to it as of December 19, 2013 (further on referred to as Facility Agreement 2) concluded between PLEDGEE (alias Creditor) and Borrower 1, including:

2.1. Credit Line Limit: 15,000,000,000 (Fifteen billion) rubles.

2.2. Credit Repayment Date: December 10, 2018 (inclusively).

2.3. Interest rate: Interest on the credit usage shall be paid by Borrower 1 to Creditor in the following order:

2.3.1. For the period starting from the loan issue date (not including this date) up to December 18, 2013 (inclusively) at a floating interest rate defined based on the rate of MosPrime 3m existing on the quotation date plus variable Margin. MosPrime (Moscow Prime Offered Rate) rate under Facility Agreement 2 shall be understood as the indicative rate of issuing credits in rubles for the leading participants of the Russian money market calculated in accordance with the Provisions on Forming the Indicative Rate of Issuing Credits in Rubles of MosPrime Rate - Moscow Prime Offered Rate approved by National Foreign Exchange Association (NFEA); published by Thomson Reuters and NFEA in page MOSPRIME 1 of Reuters informational system.

Including:

2.3.1.1. for the period starting from loan issue date (not including this date) up to January 12, 2011 (inclusively) the interest rate shall be equal to MosPrime 3m rate as of October 12 2010, 12-30 Moscow time plus 4.5 (Four point five) percent per annum, which makes 8.24 (Eight point 24/100) percent per annum.

2.3.1.2. for the period starting from January 13, 2011 (inclusively) up to December 18, 2013 (inclusively) the amount of the variable Margin shall be defined based on the revenue share by internal and external market contracts (agreements) received on the accounts listed in Application No. 3 to Facility Agreement 2, opened at the Creditor's by Borrower 1 and the Group companies listed in Application No. 1 to Facility Agreement 2, in the amount of the debt of Borrower 1 under loan by Facility Agreement 2 for the Calculation period expired in accordance with the table below:

| <b>The revenue share by internal and external market contracts (agreements) received on the accounts listed in Application No. 3 to Facility Agreement 2, opened at the Creditor's by Borrower 1 and the Group companies listed in Application No. 1 to Facility Agreement 2, at the Creditor's in the amount of the debt of Borrower 1 under loan by Facility Agreement 2 for the Calculation period expired</b> | <b>Variable Margin, Percent per annum</b>               |   |
|---|---|---|
|   | <b>from January 13, 2011 to November 17, 2011 (bdi)</b> | <b>from November 18, 2011 to December 18, 2013. (bdi)</b> |
| 25 (Twenty-five) percent and more   | 4.5 (Four point five)                                   | 4.0 (Four)  |
| Less than 25 (Twenty-five) percent  | 5 (Five)  | 4.5 (Four point five)                                     |

In case if MosPrime 3m rate on the day of its quoting turns out to exceed 6.5 (Six point five) percent per annum it shall be considered equal to 6.5 (Six point five) percent per annum.

2.3.2. For the period from December 19, 2013 (inclusively) up to the date of full loan repayment stated in Clause 6.1 of Facility Agreement 2 (inclusively) at a rate defined depending on the revenue share by internal and external market contracts (agreements) received on the accounts listed in Application No. 3 to Facility Agreement 2 opened at the Creditor's by Borrower 1 and the Group companies listed in Application No. 1 to Facility Agreement 2 for the expired Calculation period in accordance with the following table:

|   |                                      |
|---|--------------------------------------|
| The revenue share by internal and external market contracts (agreements) received on the accounts listed in Appendix No. 3 to Facility Agreement 2 opened at Creditor's by Borrower 1 and by Group companies listed in Appendix No. 1 to Facility Agreement 2 in the amount of the debt of Borrower 1 under loan by Facility Agreement 2 for the Calculation period expired | Процентная ставка, процентов годовых |
| 25 (Twenty-five) percent and more   | 12 (Twelve)                          |
| Less than 25 (Twenty-five) percent  | 12.5 (Twelve point five)             |

When defining a criterion for setting a floating interest rate one shall use the expired calendar quarter as the Calculation period.

The revenue share by internal and external market contracts (agreements) received on the accounts listed in Appendix No. 3 to Facility Agreement 2 opened at Creditor's by Borrower 1 and the Group companies listed in Appendix No. 1 to Facility Agreement 2 in the amount of the debt of Borrower 1 under loan by Facility Agreement 2 for the expired Calculation period shall be calculated based on the following formula:

$$RS = (RV / DuL) * 100,$$

Where:

RS is a Revenue Share;

RV is a Revenue Volume by internal and external market contracts (agreements) received on the accounts listed in Appendix No. 3 to Facility Agreement 2 opened at Creditor's by Borrower 1 and the Group companies listed in Appendix No. 1 to Facility Agreement 2 in the amount of the debt of Borrower 1 under loan by Facility Agreement 2 for the expired Calculation period;

DuL is the amount of the debt of Borrower 1 under loan by Facility Agreement 2.

The revenue by transit accounts at the Creditor's to define the interest rate by Facility Agreement 2 shall be recalculated into rubles based on the exchange rate established by the Bank of Russia for the date of funds remittance at the Creditor's.

The amount of the debt under loan of Borrower 1 shall be calculated as an arithmetic average of the outstanding debt under loan to be paid by Borrower 1 under Facility Agreement 2 existing for the first and the last business days of the Calculation period expired.

Other criteria and conditions for defining the interest rate are stated in Facility Agreement 2.

Other criteria and conditions for defining the interest rate are stated in the Agreement.

2.4. Loan service fee: shall be equal to 1.35 (One point thirty-five) percent per annum of the amount of the actually existing debt under the loan and be paid on the interest payment dates.

2.5. Commitment fee: shall be equal to 1 (One) percent per annum of the clear balance of the limit calculated in accordance with Clause 3.1 of Facility Agreement 2.

2.6. Early loan repayment fee: to be paid by Borrower 1 to Creditor in case if the credit has been repaid (completely or partially) before the dates stated by Clause 6.1 of Facility Agreement 1.

This commission shall be 1.5 (One point five) percent per year of the early repaid credit amount for the period from the date of actual repayment (not including this date) and if repaid in accordance with Clause 5.12 of Facility Agreement 1 starting from the date the corresponding written request was received by Creditor from Borrower 1 (not including this date) up to the date nearest to it defined in Clause 6.1 of Facility Agreement 1 (inclusively), for which there exist an unrepaid debt by credit in the respective amount.

2.7. Early loan repayment fee: to be paid by Borrower 1 to Creditor in case if the credit has been repaid (completely or partially) before the dates stated by Clause 6.1 of Facility Agreement 1.

This commission shall be 1.5 (One point five) percent per year of the early repaid credit amount for the period from the date of actual repayment (not including this date) and if repaid in accordance with Clause 5.12 of Facility Agreement 2 starting from the date the corresponding written request was received by Creditor from Borrower 1 (not including this date) up to the date nearest to it defined in Clause 6.1 of Facility Agreement 2 (inclusively), for which there exist an unrepaid debt by credit in the respective amount.

2.8. Amendment charge in case of changing the terms and conditions of the credit usage by Facility Agreement 2 based on request of Borrower 1: shall be equal to 1 (One) percent of the amount of the restructured debt by Facility Agreement 2, which makes

75,000,000 (Seventy-five million) rubles. The payment shall be effected as a lump payment on the date of signing Amendment Agreement No. 8 to Facility Agreement 2.

2.9. Penalty: in case of any untimely installment for loan repayment or interest payment or Commission fees except for early credit repayment Borrower 1 shall pay to Creditor a penalty in the amount equal to the interest rate stated by

Article 4.1 of Facility Agreement 2 multiplied by 2 (Two) percent per annum. Penalty shall be charged on to the amount of the overdue payment for each day of delay within the period starting from the date such overdue payment occurs (not including this date) and up to the date such overdue payment has been completely repaid (inclusively).

2.10. Is entitled to unilaterally and at its own discretion increase interest rates by Facility Agreement 2 including but not limited to provided that it is decided by the Bank of Russia to increase the accounting rate. Borrower 1 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 2 shall be required in this case.

3. By Agreement No.5609 on Non-revolving Credit Line as of December 20, 2012 with the consideration of all amendments and alterations to it as of December "19" December, 2013 further on referred to as Facility Agreement 3, concluded between PLEDGEE (alias Creditor) and Mechel Trading AG (Mechel Trading AG,located at: Oberdorfstrasse, Baar 116340, Switzerland, registration number CH-170.3.028.998-3), further on referred to as Borrower 2, under, on the conditions of and in accordance with the General Agreement No. 5420 on Revolving Framework Facility as of October 31, 2011 existing for the date of signing Facility Agreement 3), including:

3.1. Credit Line Limit: 75,000,000 (Seventy-five million) US dollars.

3.2. Credit Repayment Date: December 10, 2018 (inclusively).

3.3. Interest rate: Interest on the credit usage shall be paid by Borrower 2 at a floating interest rate.

Interest rate shall be defined based on LIBOR 3M rate existing for the quotation date plus fixed margin.

Fixed margin amount shall be defined in accordance with the table below:

| <b>Period for defining</b>   | <b>Fixed margin amount, percent per annum</b> |
|--|---|
| From the date of loan issuing (not including this date) to December 18, 2013 (inclusively) | 4.0 (Four)                                    |
| from December 19, 2013 to December 10, 2018 (inclusively)                                  | 6.0 (Six)                                     |

Other criteria and conditions for defining the interest rate are stated in the Facility Agreement 3.

3.4. Commission for early repayment: to be paid by Borrower 2 to Creditor in case if the credit has been repaid (completely or partially) before the dates stated by Clause 6.1 of Facility Agreement 3.

This commission shall be 1.5 (One point five) percent per year of the early repaid credit amount for the period from the date of actual repayment (not including this date) and if repaid in accordance with Clause 5.12 of Facility Agreement 3 starting from the date the corresponding written request was received by Creditor from Borrower 2 (not including this date) up to the date nearest to it defined in Clause 6.1 of Facility Agreement 3 (inclusively), for which there exist an unrepaid debt by credit in the respective amount.

3.5. Amendment charge in case of changing the terms and conditions of the credit usage by Facility Agreement 3 based on request of Borrower 2: shall be equal to 1 (One) percent of the amount of the restructured debt by Facility Agreement 3, which makes 750,000 (Seven hundred fifty thousand) US dollars.

3.6. Penalty: in case of any untimely installment for loan repayment or interest payment or Commission fees stated in Article 4 of Facility Agreement 3 except for early credit repayment Borrower 2 shall pay to Creditor a penalty in the amount equal to the interest rate stated by Clause 4.1 of Facility Agreement 3 valid for the date of the delinquency occurrence.

3.7. PLEDGEE is entitled to unilaterally and at its own discretion do the following:

3.7.1. Increase the interest rate under Facility Agreement 3 due to growth in cost for monetary resources (hereinafter referred to as Funding Rates) of an external bank (hereinafter referred to as Financing Bank) applied by PLEDGEE to finance the transactions related to granting the loan to Borrower 2 under Facility Agreement 3; no corresponding written amendment agreement to Facility Agreement 3 shall be required in this case to document such alteration.

3.7.2. Decrease the interest rate under Facility Agreement 3 due to the decrease in the Funding Rates of the Financing Bank applied by Creditor to finance the transactions related to granting the loan to Borrower under Facility Agreement 3; no corresponding written amendment agreement to Facility Agreement 3 shall be required in this case to document such alteration.

4. By Agreement No. 5624 on Non-revolving Credit Line as of April 30, 2013, with the consideration of all amendments and alterations to it as of December 19, 2013, further on referred to as Facility Agreement 4, concluded between PLEDGEE (alias Creditor) and Borrower 2 under, on the conditions of and in accordance with the General Agreement No. 5420 on Revolving Framework Facility as of October 31, 2011 existing for the date of signing Facility Agreement 4), including:

- 4.1. Credit Line Limit: 25,000,000 (Twenty-five million) US dollars.
- 4.2. Credit Repayment Date: December 10, 2018 (inclusively).
- 4.3. Interest rate: Interest on the credit usage shall be paid by Borrower 2.  
Interest rate shall be defined based on LIBOR 3M rate existing for the quotation date plus fixed margin.  
Fixed margin amount shall be defined in accordance with the table below:

| <b>Period for defining</b>  | <b>Fixed margin amount, percent per annum</b> |
|---|---|
| From the date of loan issuing (not including this date) up to December 18, 2013 (inclusively) | 4.0 (Four)                                    |
| from December 19, 2013 to December 10, 2018 (inclusively)                                     | 6.0 (Six)                                     |

Other criteria and conditions for defining the interest rate are stated in Facility Agreement 4.

4.4. Commission for early repayment: to be paid by Borrower 2 to Creditor in case if the credit has been repaid (completely or partially) before the dates stated by Clause 6.1 of Facility Agreement 4.

This commission shall be 1.5 (One point five) percent per annum of the early repaid credit amount for the period from the date of actual repayment (not including this date) and if repaid in accordance with Clause 5.12 of Facility Agreement 4 starting from the date the corresponding written request was received by Creditor from Borrower 2 (not including this date) up to the date nearest to it defined in Clause 6.1 of Facility Agreement 4 (inclusively) for which there exist an unrepaid debt by credit in the respective amount.

4.5. Amendment charge in case of changing the terms and conditions of the credit usage by Facility Agreement 4 based on request of Borrower 2: shall be equal to 1 (One) percent of the amount of the restructured debt by Facility Agreement 4, which makes 250,000 (Two hundred fifty thousand) US dollars.

4.6. Penalty: in case of any untimely installment for loan repayment or interest payment or Commission fees stated in Article 4 of Facility Agreement 4, except for early credit repayment Borrower 2 shall pay to Creditor a penalty in the amount equal to the interest rate stated by Clause 4.1 of Facility Agreement 4 valid for the date of the delinquency occurrence.

4.7. PLEDGEE is entitled to unilaterally and at its own discretion do the following:

4.7.1. Increase the interest rate under Facility Agreement 4 due to a growth in cost for monetary resources (hereinafter referred to as Funding Rates) of an external bank (hereinafter referred to as Financing Bank) applied by PLEDGEE to finance the transactions related to granting the loan to Borrower 2 under Facility Agreement 4; no corresponding written amendment agreement to Facility Agreement 4 is required to document such alteration.

4.7.2. Decrease the interest rate under Facility Agreement 4 due to a decrease in the Funding Rate of the Financing Bank applied by Кредитор to finance the transactions related to granting the loan to Borrower 2 under Facility Agreement 4; no corresponding written amendment agreement to Facility Agreement 4 is required to document such alteration.

5. By Agreement No. 5593 on Non-revolving Credit Line as of October 09, 2012 with the consideration of all amendments and alterations to it as of December 19, 2013, further on referred to as Facility Agreement 5, concluded between PLEDGEE (alias Creditor) and Coal Company "Southern Kuzbass", an Open Joint Stock Company (located at: Yunosti 6, Mezhdurechensk, Kemerovo Oblast 652877, Russia, ITIN 4214000608, Primary State Registration Number (OGRN) 1024201388661), further on referred to as Borrower 3, including:

5.1. Credit Line Limit – 6,500,000,000 (Six billion five hundred million) rubles, out of them:

- a tranche stated by Facility Agreement 5 in the amount of 5,000,000,000 (Five billion) rubles (further on referred to as First Tranche of the Credit Line),

- a tranche stated by Facility Agreement 5 in the amount of 1,500,000,000 (One billion five hundred million) rubles (further on referred to as Second Tranche of the Credit Line).

5.2. Credit Repayment Date: October 06, 2017 (inclusively).

5.3. Interest rate:

Borrower 3 shall pay Creditor the interest on the credit usage; interest amount is different for the First Tranche of the Credit Line and for the Second Tranche of the Credit Line; payment conditions are as follows:

- for the period from the date of loan issuing (not including this date) up to December 31, 2012 (inclusively):

\* For the First Tranche of the Credit Line interest shall be paid at the rate of 10.5 (Ten point five) percent per annum;

\* For the Second Tranche of the Credit Line interest shall be paid at the rate of 12.1 (Twelve point one) percent per annum;

- for the period from January 01, 2013 up to the date of complete loan repayment stated by Clause 1.1 of Facility Agreement 5 (bdi) the interest shall be paid at a floating rate defined based on the ratio between the volume of the revenue by internal and external market contracts (agreements) received on the accounts listed in Application No. 2 to Facility Agreement 5 opened at the Creditor's by Borrower 3 and other Group companies of Mechel Mining and the amount of the debt under loan by Facility Agreement 5 for the end date of the Calculation period, in accordance with the table below:

| <b>The ratio between the volume of the revenue received on the accounts of Borrower 3 and other Mechel Mining Group companies opened at the Creditor's and the residue of the debt under loan by Facility Agreement 5, for the end date of the Calculation period, in percent</b> | <b>Interest rate, percent per annum for the First Tranche of the Credit Line</b> | <b>Interest rate, percent per annum for the Second Tranche of the Credit Line</b> |
|---|--|---|
| 37.5 (Thirty-seven point five) and more   | 10.5 (Ten point five)  | 12.1 (Twelve point one)   |
| Less than 37.5 (Thirty-seven point five)  | 11.5 (Eleven point five)   | 13.1 (Thirteen point one)   |

Other criteria and conditions for defining the interest rate are stated in the Facility Agreement 5.

5.4. Commitment fee: shall be equal to 0.75 (Zero point seventy-five) percent per annum of the clear balance of the limit calculated in accordance with Clause 3.1 of Facility Agreement 5.

5.5. Early loan repayment fee (shall be applied only to the Second Tranche of the Credit Line): to be paid simultaneously with the early repayment of the debt under loan in case if the credit has been repaid (completely or partially) before the dates stated by Clause 6.1 of Facility Agreement 5 (except for cases of receiving money to repay the loan in accordance with Clauses 8.1.1, 8.2.1 of Facility Agreement 5).

Early loan repayment fee shall be charged on the residual maturity of the loan (t).

The amount of the early loan repayment fee shall be calculated based on the formula stipulated by Agreement.

5.6. Penalty: shall be equal to the interest rate valid for the date of delinquency occurrence and defined in accordance with the terms and conditions of Clause 4.1 of Facility Agreement 5 multiplied by 2 (Two), in percent per annum.

5.7. PLEDGEE is entitled to unilaterally and at its own discretion increase interest rates by Facility Agreement 5 (shall be applied only to the Second Tranche of the Credit Line ) including but not limited to provided that it is decided by the Bank of Russia to increase the accounting rate. Borrower 3 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 5 shall be required in this case.

6. By Novation Agreement No.5593 as of December 05, 2012 (further on referred to as Agreement 1) concluded between PLEDGEE (alias Creditor) and Borrower 3, including:

6.1. In case if the Threshold value is reached the Parties' obligations by the First Tranche of the Credit Line under Facility Agreement 5 (including but not limited to the obligations of loan repayment and repayment interest on credit usage) except for the obligations defined in Clause 2.2 of Agreement 1 (further on referred to as Initial obligations) and in Clause 2.3 of Agreement 1 shall be novated on the date following the date the Threshold value was reached into Parties' obligations with the terms and conditions listed in Sub clause 1.2.6 of the Agreement (further on referred to as New Facility Agreement 5).

Reaching the Threshold value means that ruble to dollar rate of exchange expressed as the quantity of rubles per one dollar to be used for the calculations on the following business day calculated by Chicago Mercantile Exchange and published by Emerging Market Traders Association (further on referred to as EMTA) in Reuters page (and if such page is unavailable it is published in another page of Reuters system or in any other system where such information is normally published) approximately at 13:30 pm, Moscow time, on any date following the date of signing Agreement 1 has reached the value equal or exceeding 50 (Fifty) rubles per 1 (One) US dollar:

6.2. Loan amount by New Facility Agreement 5 shall be equal to the amount of the actual debt under loan in relation to the First Tranche of the Credit Line as per Facility Agreement 5 as of the date following the date the Threshold value was reached calculated in US dollars based on ruble to US dollar rate of exchange equal to 30.80 (Thirty 80/100) rubles per 1 (One) US dollar (further on referred to as Strike Rate). In this case for the purpose of loan amount calculation by New Facility Agreement 5 one shall not include into the defined amount of the actual debt under loan related to the First Tranche of the Credit Line as per Facility Agreement 5 the loan amounts related to the First Tranche of the Credit Line as per Facility Agreement 5 that are subject to be repaid before the

date the Threshold value was reached (inclusively) but that are still unpaid as of the date the Threshold value was reached (inclusively).

6.3. Borrower 3 shall pay the Creditor the interest on the credit usage by New Facility Agreement 5 on the following conditions:

for the period of signing Agreement 1 (not including this date) up to December 31, 2012 (inclusively) the interest rate shall be 10.0 (Ten) percent per annum;

- for the period from January 01, 2013 up to the date of complete loan repayment (bdi) the interest shall be paid at a floating rate defined based on the ratio between the volume of the revenue by internal and external market contracts (agreements) received on the accounts listed in Application No.2 to Facility Agreement 5 opened at the Creditor's by Borrower 3 and other Group companies of Mechel Mining (as defined in Facility Agreement 5) in the amount of the debt under loan by New Facility Agreement 5 for the end date of the Calculation period, in accordance with the table below:

| <b>The ratio between the volume of the revenue received on the accounts of Borrower 3 and other Mechel Mining Group companies opened at the Creditor's and the residue of the debt under loan by New Facility Agreement 5, for the end date of the Calculation period, in percent</b> | <b>Interest rate, percent per annum</b> |
|---|---|
| 37.5 (Thirty-seven point five) and more   | 10 (Ten)                                |
| Less than 37.5 (Thirty-seven point five)  | 11 (Eleven)                             |

Other criteria and conditions for defining the interest rate are stated in the Agreement 1.

7. By Agreement No. 5594 on Non-revolving Credit Line as of October 09, 2012 with the consideration of all amendments and alterations to it as of December 19, 2013, further on referred to as Facility Agreement 6, concluded between PLEDGEE (alias Creditor) and Borrower 3, including:

7.1. Credit Line Limit: 9,500,000,000 (Nine billion five hundred million) rubles, out of them:

- a tranche stated by Facility Agreement 6, in the amount of 7,900,000,000 (Seven billion nine hundred million) rubles (further on referred to as the First Tranche of the Credit Line),

- a tranche stated by Facility Agreement 6, in the amount of 1,600,000,000 (One billion six hundred million) rubles (further on referred to as the Second Tranche of the Credit Line).

7.2. Credit Repayment Date: October 06, 2017 (inclusively).

7.3. Interest rate:

Borrower 3 shall pay Creditor the interest on the credit usage; interest amount is different for the First Tranche of the Credit Line and for the Second Tranche of the Credit Line; payment conditions are as follows:

- for the Second Tranche of the Credit Line for the period from the date of loan issuing (not including this date) up to December 31, 2012 (inclusively) the interest rate shall be 12.1 (Twelve point one) percent per annum;

- for the period from January 01, 2013 up to the date of complete loan repayment stated by Clause 1.1 of Facility Agreement 6 (bdi) the interest shall be paid at a floating rate defined based on the ratio between the volume of the revenue by internal and external market contracts (agreements) received on the accounts listed in Application No. 2 to Facility Agreement 6 opened at the Creditor's by Borrower 3 and other Group companies of Mechel Mining and the amount of the debt under loan by Facility Agreement 6 for the end date of the Calculation period, in accordance with the table below:

| <b>The ratio between the volume of the revenue received on the accounts of Borrower 3 and other Mechel Mining Group companies opened at the Creditor's and the residue of the debt under loan by Facility Agreement 6, for the end date of the Calculation period, in percent</b> | <b>Interest rate for the First Tranche of the Credit Line, percent per annum</b> | <b>Interest rate for the Second Tranche of the Credit Line, percent per annum</b> |
|---|--|---|
| 37.5 (Thirty-seven point five) and more   | 10.5 (Ten point five)  | 12.1 (Twelve point one)   |
| less than 37.5 (Thirty-seven point five)  | 11.5 (Eleven point five)   | 13.1 (Thirteen point one)   |

Other criteria and conditions for defining the interest rate are stated in the Facility Agreement 6.

7.4. Commitment fee: Commitment fee: shall be equal to 0.75 (Zero point seventy-five) percent per annum of the clear balance of the limit calculated in accordance with Clause 3.1 of Facility Agreement 6.

7.5. Early loan repayment fee (shall be applied only to the Second Tranche of the Credit Line): Early loan repayment fee shall be charged on the residual maturity of the loan (t).

The amount of the early loan repayment fee shall be calculated based on the formula stipulated by Agreement.

7.6. Penalty: shall be equal to the interest rate valid for the date of delinquency occurrence and defined in accordance with the terms and conditions of Clause 4.1 of Facility Agreement 6 multiplied by 2 (Two), in percent per annum.

7.7. PLEDGEE is entitled to unilaterally and at its own discretion increase interest rates by Facility Agreement 6 (shall be applied only to the Second Tranche of the Credit Line ), including but not limited to provided that it is decided by the Bank of Russia to increase the accounting rate. Borrower 3 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 6 shall be required in this case.

8. By Novation Agreement No.5594 as of March 04, 2013 (further on referred to as Agreement 2), concluded between PLEDGEE (alias Creditor) and Borrower 3, including:

8.1. In case if the Threshold value is reached the Parties' obligations by the First Tranche of the Credit Line under Facility Agreement 6 (including but not limited to the obligations of loan repayment and repayment interest on credit usage) except for the obligations defined in Clause 2.2 of Agreement 2 (further on referred to as Initial obligations) and in Clause 2.3 of Agreement 2, shall be novated on the date following the date the Threshold value was reached into Parties' obligations with the terms and conditions listed in the Agreement (further on referred to as New Facility Agreement 6).

8.2. Loan amount by New Facility Agreement 6 the value shall be equal to the amount of the actual debt under loan in relation to the First Tranche of the Credit Line as per Facility Agreement 6 as of the date following the date the Threshold value was reached calculated in US dollars based on ruble to US dollar rate of exchange equal to 30.6381 (Thirty 6381/10000) rubles per 1 (One) US dollar (further on referred to as Strike Rate). In this case for the purpose of loan amount calculation by New Facility Agreement 6 one shall not include into the defined amount of the actual debt under loan related to the First Tranche of the Credit Line as per Facility Agreement 6 the loan amounts related to the First Tranche of the Credit Line as per Facility Agreement 6 that are subject to be repaid before the date the Threshold value was reached (inclusively) but that are still unpaid as of the date the Threshold value was reached (inclusively).

8.3. Borrower 3 shall pay the Creditor the interest on the credit usage by New Facility Agreement 6 on the following conditions:

the interest shall be paid at a floating rate defined based on the ratio between the volume of the revenue by internal and external market contracts (agreements) received for the expired Calculation period (as defined in Facility Agreement 6) on the accounts listed in Application No. 2 to Facility Agreement opened at the Creditor's by Borrower and other Group companies of Mechel Mining (as defined in Facility Agreement 6) and the amount of the debt under loan by New Facility Agreement 6 for the end date of the Calculation period, in accordance with the table below:

| <b>The ratio between the volume of the revenue received on the accounts of Borrower 3 and other Mechel Mining Group companies opened at the Creditor's and the residue of the debt under loan by New Facility Agreement 6, for the end date of the Calculation period, in percent</b> | <b>Interest rate, percent per annum</b> |
|---|---|
| 37.5 (Thirty-seven point five) and more   | 10 (Ten)                                |
| less than 37.5 (Thirty-seven point five)  | 11 (Eleven)                             |

Other criteria and conditions for defining the interest rate are stated in the Agreement 2.

9. By Agreement No.8507 on Non-revolving Credit Line as of October 09, 2012, with the consideration of all amendments and alterations to it as of December 19, 2013 further on referred to as Facility Agreement 7, concluded between PLEDGEE (alias Creditor) and Borrower 3, including:

9.1. Credit Line Limit: 6,500,000,000 (Six billion five hundred million) rubles.

9.2. Credit Repayment Date: October 06, 2017 (inclusively).

9.3. Interest rate:

. Borrower 3 shall pay the Creditor the interest on the credit usage on the following conditions:

- for the period from the date of loan issuing (not including this date) up to December 31, 2012 (inclusively) the interest rate shall be 10.5 (Ten point five) percent per annum;

- for the period from January 01, 2013 up to the date of complete loan repayment stated by Clause 1.1 of Facility Agreement 7 (bdi) the interest shall be paid at a floating rate defined based on the ratio between the volume of the revenue by internal and external market contracts (agreements) received on the accounts listed in



Application No. 2 to Facility Agreement 7 opened at the Creditor's by Borrower 3 and other Group companies of Mechel Mining and the amount of the debt under loan by Facility Agreement 7 for the end date of the Calculation period, in accordance with the table below:

| <b>The ratio between the volume of the revenue received on the accounts of Borrower 3 and other Mechel Mining Group companies opened at the Creditor's and the residue of the debt under loan by Facility Agreement 7, for the end date of the Calculation period, in percent</b> | <b>Interest rate, percent per annum</b> |
|---|---|
| 37.5 (Thirty-seven point five) and more   | 10.5 (Ten point one)                    |
| less than 37.5 (Thirty-seven point five)  | 11.5 (Eleven point five)                |

Other criteria and conditions for defining the interest rate are stated in the Facility Agreement 7.

9.4. Commitment fee: shall be equal to 0.75 (Zero point seventy-five) percent per annum of the clear balance of the limit calculated in accordance with Clause 3.1 Of Facility Agreement 7.

9.5. Penalty: shall be equal to the interest rate valid for the date of delinquency occurrence and defined in accordance with the terms and conditions of Clause 4.1 of Facility Agreement 7 multiplied by 2 (Two), in percent per annum.

10. By Novation Agreement No.8507 as of October 09, 2012 (further on referred to as Agreement 3), concluded between PLEDGEE (alias Creditor) and Borrower 3, including:

10.1. In case if the Threshold value is reached the Parties' obligations under Facility Agreement 7 (including but not limited to the obligations of loan repayment and repayment interest on credit usage) except for the obligations defined in Clause 2.2 of Agreement 3 (further on referred to as Initial obligations) shall be novated on the date following the date the Threshold value was reached into Parties' obligations with the terms and conditions listed below in this Clause (further on referred to as New Facility Agreement7).

Reaching the Threshold value means that ruble to dollar rate of exchange expressed as the quantity of rubles per one dollar to be used for the calculations on the following business day calculated by Chicago Mercantile Exchange and published by Emerging Market Traders Association (further on referred to as EMTA) in Reuters page (and if such page is unavailable it is published in another page of Reuters system or in any other system where such information is normally published) approximately at 13:30 pm, Moscow time, on any date following the date of signing Agreement 3 has reached the value equal or exceeding 50 (Fifty) rubles per 1 (One) US dollar:

10.2. Loan amount by New Facility Agreement 7 shall be equal to the amount of the actual debt under loan as per Facility Agreement 7 as of the date following the date the Threshold value was reached calculated in US dollars based on ruble to US dollar rate of exchange equal to 31.04 (Thirty-one 04/100) rubles per 1 (One) US dollar (further on referred to as Strike Rate). In this case for the purpose of loan amount calculation by New Facility Agreement 7 one shall not include into the defined amount of the actual debt under loan as per Facility Agreement 7 the loan amounts as per Facility Agreement 7 that are subject to be repaid before the date the Threshold value was reached (inclusively) but that are still unpaid as of the date the Threshold value was reached (inclusively).

10.3. Borrower 3 shall pay the Creditor the interest on the credit usage by New Facility Agreement 7 on the following conditions:

for the period of signing Agreement 3 (not including this date) up to December 31, 2012 (inclusively) the interest rate shall be 10.0 (Ten) percent per annum;

- for the period from January 01, 2013 up to the date of the loan complete repayment (bdi) - the interest shall be paid at a floating rate defined based on the ratio between the volume of the revenue by internal and external market contracts (agreements) received for the expired Calculation period (as defined in Facility Agreement 7) on the accounts listed in Application No. 2 to Facility Agreement 7 opened at the Creditor's by Borrower 3 and other Group companies of Mechel Mining (as defined in Facility Agreement 7) and the amount of the debt under loan by New Facility Agreement 7 for the end date of the Calculation period, in accordance with the table below:

| <b>The ratio between the volume of the revenue received on the accounts of Borrower 3 and other Mechel Mining Group companies opened at the Creditor's and the residue of the debt under loan by New Facility Agreement 7, for the end date of the Calculation period, in percent</b> | <b>Interest rate, percent per annum</b> |
|---|---|
| 37.5 (Thirty-seven point five) and more   | 10 (Ten)                                |

|  |             |
|--|-------------|
| less than 37.5 (Thirty-seven point five) | 11 (Eleven) |
|--|-------------|

Other criteria and conditions for defining the interest rate are stated in the Agreement 3.

11. By Agreement No.8508 on Non-revolving Credit Line as of October 09, 2012, with the consideration of all amendments and alterations to it as of December 19, 2013 further on referred to as Facility Agreement 8, concluded between PLEDGEE (alias Creditor) and Borrower 3, including:

11.1. Credit Line Limit: 1,500,000,000 (One billion five hundred million) rubles.

11.2. Credit Repayment Date: October 06, 2017 (inclusively).

11.3. Interest rate:

Borrower 3 shall pay the Creditor the interest on the credit usage on the following conditions:

- for the period from the date of loan issuing (not including this date) up to December 31, 2012 (inclusively) the interest rate shall be 10.5 (Ten point five) percent per annum;

- for the period from January 01, 2013 up to the date of complete loan repayment stated by Clause 1.1 of Facility Agreement 8 (bdi) the interest shall be paid at a floating rate defined based on the ratio between the volume of the revenue by internal and external market contracts (agreements) received on the accounts listed in Application No. 2 to Facility Agreement 8 opened at the Creditor's by Borrower 3 and other Group companies of Mechel Mining and the amount of the debt under loan by Facility Agreement 8 for the end date of the Calculation period, in accordance with the table below:

| <b>The ratio between the volume of the revenue received on the accounts of Borrower 3 and other Mechel Mining Group companies opened at the Creditor's and the residue of the debt under loan by Facility Agreement 8, for the end date of the Calculation period, in percent</b> | <b>Interest rate, percent per annum</b> |
|---|---|
| 37.5 (Thirty-seven point five) and more   | 10.5 (Ten point five)                   |
| less than 37.5 (Thirty-seven point five)  | 11.5 (Eleven point five)                |

Other criteria and conditions for defining the interest rate are stated in the Agreement.

11.4. Commitment fee: shall be equal to 0.75 (Zero point seventy-five) percent per annum of the clear balance of the limit calculated in accordance with Clause 3.1 of Facility Agreement 8.

11.5. Penalty: shall be equal to the interest rate valid for the date of delinquency occurrence and defined in accordance with the terms and conditions of Clause 4.1 of Facility Agreement 8 multiplied by 2 (Two), in percent per annum.

12. By Novation Agreement No.8508 as of October 09, 2012 (further on referred to as Agreement 3), concluded between PLEDGEE (alias Creditor) and Borrower 3, including:

12.1. In case if the Threshold value is reached the Parties' obligations under Facility Agreement 8 (including but not limited to the obligations of loan repayment and repayment interest on credit usage) except for the obligations defined in Clause 2.2 of Agreement 4 (further on referred to as Initial obligations) shall be novated on the date following the date the Threshold value was reached into Parties' obligations with the terms and conditions listed below in this Clause of the Agreement (further on referred to as New Facility Agreement 8).

Reaching the Threshold value means that ruble to dollar rate of exchange expressed as the quantity of rubles per one dollar to be used for the calculations on the following business day calculated by Chicago Mercantile Exchange and published by Emerging Market Traders Association (further on referred to as EMTA) in Reuters page (and if such page is unavailable it is published in another page of Reuters system or in any other system where such information is normally published) approximately at 13:30 pm, Moscow time, on any date following the date of signing Agreement 4 has reached the value equal or exceeding 50 (Fifty) rubles per 1 (One) US dollar:

12.2. Loan amount by New Facility Agreement 8 shall be equal to the amount of the actual debt under loan as per Facility Agreement 8 as of the date following the date the Threshold value was reached calculated in US dollars based on ruble to US dollar rate of exchange equal to 31.00 (Thirty-one 00/100) rubles per 1 (One) US dollar (further on referred to as Strike Rate). In this case for the purpose of loan amount calculation by New Facility Agreement 8 one shall not include into the defined amount of the actual debt under loan as per Facility Agreement 8 the loan amounts as per Facility Agreement 8 that are subject to be repaid before the date the Threshold value was reached (inclusively) but that are still unpaid as of the date the Threshold value was reached (inclusively).

12.3. Borrower 3 shall pay the Creditor the interest on the credit usage by New Facility Agreement 8 on the following conditions:

for the period of signing Agreement 4 (not including this date) up to December 31, 2012 (inclusively) the interest rate shall be 10.0 (Ten) percent per annum;

- for the period from January 01, 2013 up to the date of the loan complete repayment (bdi) - the interest shall be paid at a floating rate defined based on the ratio between the volume of the revenue by internal and external market contracts (agreements) received for the expired Calculation period (as defined in Facility Agreement 8) on the accounts listed in Application No. 2 to Facility Agreement 8 opened at the Creditor's by Borrower 3 and other Group companies of Mechel Mining (as defined in Facility Agreement 8) and the amount of the debt under loan by New Facility Agreement 8 for the end date of the Calculation period, in accordance with the table below:

| <b>The ratio between the volume of the revenue received on the accounts of Borrower 3 and other Mechel Mining Group companies opened at the Creditor's and the residue of the debt under loan by New Facility Agreement 8, for the end date of the Calculation period, in percent</b> | <b>Interest rate, percent per annum</b> |
|---|---|
| 37.5 (Thirty-seven point five) and more   | 10 (Ten)                                |
| less than 37.5 (Thirty-seven point five)  | 11 (Eleven)                             |

Other criteria and conditions for defining the interest rate are stated in the Agreement 4.

13. By Agreement No. 74086 on Non-revolving Credit Line as of December 22, 2009 with the consideration of all amendments and alterations to it as of December 19, 2013, further on referred to as Facility Agreement 9, concluded between PLEDGEE (alias Creditor) and Borrower 1, including:

13.1. Credit Line Limit: 1,400,000,000 (One billion four hundred million) rubles.

13.2. Credit Repayment Date: up to October 20, 2018 (inclusively).

13.3. Interest rate: For the period from December 19, 2013 up to the date of the loan complete repayment which is October 20, 2018 the rate shall be 12 (Twelve) percent per annum.

13.4. Early loan repayment fee: Commitment fee: shall be equal to 1.5 (One point five) percent per annum of the early repaid credit amount for the period from the date of actual repayment (not including this date) up to the date nearest to the date of early loan repayment defined in Clause 2.13 of Facility Agreement 9 (inclusively) for which there exist an unrepaid debt by credit in the respective amount.

13.5. Amendment charge in case of changing the terms and conditions of the credit usage by Facility Agreement 9 based on request of Borrower 1: shall be equal to 1 (One) percent of the amount of the restructured debt by Facility Agreement 9, which makes 4,375,000.00 (Four million three hundred seventy-five thousand 00/100) rubles.

13.6. Penalty: in case of any untimely installment for loan repayment or interest payment or other payments under Facility Agreement 9 the penalty shall be equal to the doubled rate by Facility Agreement 9 valid for the moment of violating the obligation, in percent per annum of the amount of the overdue payment for each day of delay during the period from the date of the delinquency occurrence (not including this date) up to the date the delinquency has been completely repaid (inclusively).

13.7. PLEDGEE is entitled to:

13.7.1. to unilaterally and at its own discretion increase interest rates by Facility Agreement 9, including but not limited to provided that it is decided by the Bank of Russia to increase the accounting rate. Borrower 1 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 9 shall be required in this case.

13.7.2. to unilaterally and at its own discretion change the penalty rate. Borrower 1 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 9 shall be required to document such change.

14. By Agreement No. 13 on Non-revolving Credit Line as of March 25, 2010 with the consideration of all amendments and alterations to it as of December 19, 2013, further on referred to as Facility Agreement 10, concluded between PLEDGEE (alias Creditor) and Borrower 3, including:

14.1. Credit Line Limit: 273,451,530.75 (Two hundred seventy-three million four hundred fifty-one thousand five hundred thirty 75/100) rubles.

14.2. Credit Repayment Date: December 09, 2018 (inclusively).

14.3. Interest rate: 14 (Fourteen) percent per annum.

14.4. Amendment charge in case of changing the terms and conditions of the credit usage by Facility Agreement 10 based on request of Borrower 3: shall be equal to 1 (One) percent of the amount of the restructured debt by Facility Agreement 10, which makes 708,665.25 (Seven hundred and eight thousand six hundred sixty-five 25/100) rubles.

14.5. Commission for early repayment: to be paid in case if the credit has been repaid (completely or partially) before the dates stated by Clause 2.12 of Facility Agreement 10. This commission shall be 1.5 (One

point five) percent per annum of the early repaid credit amount for the period from the date of actual repayment (including this date) up to the date nearest to the date of early loan repayment defined in Clause 2.12 of Facility Agreement 10 (inclusively), up to the date for which there exist an unrepaid debt by Facility Agreement 10 in the respective amount.

14.6. Penalty: in case if any Party's place of location or postal address changes such Party shall notify another Party of the fact before the respective changes have been registered by state in corporate establishment documents.

In case if any Party's bank details change such Party shall notify another Party of the fact before such changes come into force.

The Borrower undertakes to inform the Pledgee of any changes in the composition and powers of the executives authorized to make any deals on behalf of the Borrower, any change in seal impression and other information the Creditor needs for the due fulfillment by it of its contractual obligations not later than the date such changes come into force and to submit duly authorized copies of the confirmation documents within 3 (three) business days. The untimely or undue fulfillment of the condition above will result in the following:

A) Borrower 3 shall pay a penalty in the amount of 1,367,257.65 (One million three hundred sixty-seven thousand two hundred fifty-seven point 65/100) rubles. The penalty shall be paid within 5 (Five) business days starting from the moment the corresponding Creditor's notification of the necessity to pay such penalty has been received (including the date of receipt);

B) Creditor shall not be held liable for any consequences of the execution of payment orders of Borrower 3 signed by authorized representatives related to the transfer of the loan amount from credit account to current account.

14.7. PLEDGEE is entitled to:

14.7.1. to unilaterally and at its own discretion increase interest rate by Facility Agreement 10, including but not limited to provided that it is decided by the Bank of Russia to increase the accounting rate (Refinancing Rate of the Bank of Russia). Borrower 3 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 10 shall be required in this case.

14.7.2. to unilaterally and at its own discretion decrease the interest rate by Facility Agreement 10, including but not limited to provided that it is decided by the Bank of Russia to increase the accounting rate (Refinancing Rate of the Bank of Russia). Borrower 3 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 10 shall be required to document such change.

15. By Agreement No. 4-HKJI-II on Non-revolving Credit Line as of February 13, 2009 with the consideration of all amendments and alterations to it as of December 19, 2013, further on referred to as Facility Agreement 11, concluded between PLEDGEE (alias Creditor) and Izhstal, an Open Joint Stock Company (Izhstal OAO, located at: Novoazhimova 6, Izhevsk, the Udmurtian Republic, ITIN 1826000655, State Registration Number (OGRN) 1021801435325), further on referred to as Borrower 4, including:

15.1. Credit Line Limit: 1,000,000,000 (One billion) rubles.

15.2. Credit Repayment Date: December 10, 2018 (inclusively)

15.3. Interest rate: 12 (Twelve) percent per annum.

15.4. Arrangement fee: shall be equal to 1.0 (One) percent of the credit line limit amount, which makes 10,000,000 (Ten million) rubles,

15.5. Commitment fee: shall be equal to 0.5 (Zero point five) percent per annum of the undisbursed tranche amounts for the period starting from the start date of the tranche disbursement (not including this date) defined below up to the end date of the tranche amounts disbursement (inclusively):

Loan Disbursement Schedule :

| <b>Tranche No.</b> | <b>Disbursement Period</b>              | <b>Amount</b>                                   |
|--------------------|---|---|
| 1                  | from February 13, 2009 to July 31, 2009 | 550,000,000 (Five hundred fifty million) rubles |
| 2                  | from August 01, 2009 to August 31, 2010 | 450,000,000 (Four hundred fifty million) rubles |

15.6. Resources provisioning fee: shall be equal to 9.5 (Nine point five) percent per annum of the amount of the tranche not disbursed on time for the period starting from the above stated end date of the tranche disbursement (not including this date) up to the date it was actually disbursed (inclusively).

15.7. Amendment charge in case of changing the terms and conditions of the credit usage by Facility Agreement 11 based on request of Borrower 4: shall be equal to 1 (One) percent of the amount of the restructured debt by Facility Agreement 11, which makes 270 000 (Two hundred seventy thousand) rubles.

15.8. Early loan repayment fee: shall be equal to 1.5 (One point five) percent per annum of the loan amount being repaid for the period starting from the date the debt was actually repaid (not including this date) up to the date nearest to that defined in Clause 1.2.1 of Facility Agreement 11 (inclusively) for which there exist an unrepaid debt under loan in the respective amount.

15.9. Mortgage Agreement arrangement fee shall be 50,000 (Fifty thousand) rubles, VAT included.

15.10. Credit account transactions fee: shall be equal to 0.5 (Zero point five) percent per annum of the amount of the actual debt under loan.

15.11. Application fee for Borrower 4 related to changing the subject of a pledge and registering the respective changes in the facility documents: 10,000 (Ten thousand) rubles, payment shall be effected as a lump sum within 5 (Five) business days after each change made to the facility documents.

Application fee for Borrower 4 related to changing the period of loan amounts disbursement with further registering such change in the facility documents: 7,000 (Seven Thousand) rubles, payment shall be effected as a lump sum within 5 (Five) business days after each change made to the facility documents.

Application fee for Borrower 4 related to changing the purpose of borrowing with further registering such change in the facility documents shall be equal to 10,000 (Ten thousand) rubles. The above payment shall be effected by Borrower 4 to Creditor as a lump sum within 5 (Five) business days after the respective changes have been made to the facility documents.

15.12. Penalty in case of any untimely installment for loan repayment or interest payment or arrangement fee or commitment fee or resources provisioning fee equal to or credit account transactions fee equal to the doubled accounting rate (Refinancing Rate of the Central Bank of Russia) accrued on the overdue amount for each day of delinquency within the period starting from the date of delinquency occurrence (not including this date) up to the date the delinquency has been completely repaid (inclusively);

15.13. Penalty shall be 50,000 (Fifty thousand) rubles paid by Borrower 4 in case of failure by the Borrower to notify the Creditor of any changes in the composition and powers of the executives authorized to make any deals on behalf of the Borrower, any change in seal impression and other information the Creditor needs for the due fulfillment by it of its contractual obligations under Facility Agreement 11 not later than the date such changes come into force and to submit duly authorized copies of the confirmation documents within 3 (three) business days.

15.14. PLEDGEE is entitled to:

15.14.1. to unilaterally and at its own discretion increase interest rates by Facility Agreement 11, including but not limited to provided that it is decided by the Bank of Russia to increase the accounting rate. Borrower 4 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 11 shall be required in this case.

15.14.2. to unilaterally and at its own discretion change the penalty rate; Borrower 4 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 11 shall be required in this case.

**16.** By Agreement No. 12-HKJI-II on Non-revolving Credit Line as of July 22, 2010, with the consideration of all amendments and alterations to it as of December 19, 2013, further on referred to as Facility Agreement 12, concluded between PLEDGEE (alias Creditor) and Borrower 4, including:

16.1. Credit Line Limit: 600,000,000 (Six hundred million) rubles.

16.2. Credit Repayment Date: December 10, 2018 (inclusively).

16.3. Interest rate: 12 (Twelve) percent per annum.

16.4. Arrangement fee: 1.0 (One) percent of the credit line limit amount, which makes 6,000,000 (Six million) rubles.

16.5. Commitment fee: shall be equal to 0.5 (Zero point five) percent per annum of the undisbursed tranche amounts for the period starting from the start date of the tranche disbursement (not including this date) defined below up to the end date of the tranche amounts disbursement:

Loan Disbursement Schedule:

| <b>Tranche No.</b> | <b>Disbursement Period</b>            | <b>Amount</b>                            |
|--------------------|---------------------------------------|--|
| 1                  | From July 22, 2010 to August 31, 2011 | 600,000,000 (Six hundred million) rubles |

16.6. Resources provisioning fee: 2 (Two) percent per annum of the amount of the tranche not disbursed on time for the period starting from the above stated end date of the tranche disbursement (not including this date) up to the date it was actually disbursed (inclusively).

16.7. Amendment charge in case of changing the terms and conditions of the credit usage by Facility Agreement 12 based on request of Borrower 4: shall be equal to 1 (One) percent of the amount of the restructured debt by Facility Agreement 12, which makes 6,000,000 (Six million) rubles.

16.8. Early loan repayment fee: shall be equal to 1.5 (One point five) percent per annum of the loan amount being repaid for the period starting from the date the debt was actually repaid (not including this date) up to the date nearest to that defined in Clause 1.2.1 of Facility Agreement 12 (inclusively) for which there exist an unrepaid debt under loan in the respective amount.

16.9. Mortgage Agreement arrangement fee shall be 50,000 (Fifty thousand) rubles VAT included. This payment shall be made by Borrower to BANK as a lump sum before loan issuance.

16.10. Credit account transactions fee: shall be equal to 0.5 (Zero point five) percent per annum of the amount of the actual debt under loan.

16.11. Penalty in case of any untimely installment for loan repayment or interest payment or arrangement fee or commitment fee or resources provisioning fee equal to or credit account transactions fee equal to the doubled accounting rate (Refinancing Rate of the Central Bank of Russia) accrued on the overdue amount for each day of delinquency within the period starting from the date of delinquency occurrence (not including this date) up to the date the delinquency has been completely repaid (inclusively);

16.12. Penalty shall be 50,000 (Fifty thousand) rubles paid by Borrower 4 in case of failure by the Borrower to notify the Creditor of any changes in the composition and powers of the executives authorized to make any deals on behalf of the Borrower, any change in seal impression and other information the Creditor needs for the due fulfillment by it of its contractual obligations under Facility Agreement 12 not later than the date such changes come into force and to submit duly authorized copies of the confirmation documents within 3 (three) business days.

16.13. PLEDGEE is entitled to:

to unilaterally and at its own discretion increase interest rates by Facility Agreement 12, including but not limited to provided that it is decided by the Bank of Russia to increase the accounting rate. Borrower 4 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 12 shall be required in this case.

17. By Agreement No.160 on Non-revolving Credit Line as of October 14, 2010, with the consideration of all amendments and alterations to it as of December 19, 2013, further on referred to as Facility Agreement 13, concluded between PLEDGEE (alias Creditor) and Bratsk Ferroalloy Plant, a Limited Liability Company (Located at: П 01 11 01 00, Bratsk 665716, the Irkutsk Region, ITIN 3804028227, STATE REGISTRATION NUMBER (OGRN) 1033800845760), further on referred to as Borrower 5, including:

17.1. Credit Line Limit:

| <b>Limit Validity Period</b>               | <b>Limit Amount</b>                                     |
|--|---|
| from October 14, 2010 to December 31, 2012 | 2,500,000,000 (Two billion five hundred million) rubles |
| from January 01, 2013 to December 01, 2013 | 850,000,000 (Eight hundred fifty million) rubles        |

17.2. Credit Repayment Date: December 07, 2018 (inclusively).

17.3. Interest rate: 12 (Twelve) percent per annum

17.4. Resources provisioning fee: 0.5 (Zero point five) percent per annum of the amount of the loan undisbursed within the defined period starting from the date following the end date of the loan disbursement stated in Clause 3.2. of Facility Agreement 13 (inclusively) up to the date of occurrence of the debt under loan by credit accounts (inclusively) but not later than the end date of the availability period (inclusively).

17.5. Amendment charge in case of changing the terms and conditions of the credit usage by Facility Agreement 13 based on request of Borrower 5: shall be equal to 1 (One) percent of the amount of the restructured debt by Facility Agreement 13, which makes 7,220,378.56 (Seven million two hundred twenty thousand three hundred seventy-eight 56/100) rubles. Payment shall be effected as a lump sum on the date of signing an Amendment Agreement No. 12 to Facility Agreement 13.

17.6. Amendment charge in case of changing the terms and conditions of the credit usage by Facility Agreement 13 based on request of Borrower 5: shall be equal to 1 (One) percent of the amount of the restructured debt by Facility Agreement 13, which makes 7,220,378.56 (Seven million two hundred twenty thousand three hundred seventy-eight 56/100) rubles. Payment shall be effected as a lump sum on the date of signing an Amendment Agreement No.12 to Facility Agreement 13.

17.7. Penalty: shall be equal to 24 (Twenty-four) percent per annum of the amount of the overdue payment for each day of delay during the period from the date of the delinquency occurrence (not including this date) up to the date the delinquency has been completely repaid (inclusively);

17.8. PLEDGEE is entitled to:

17.8.1. to unilaterally and at its own discretion increase interest rates by Facility Agreement 13, including but not limited to provided that it is decided by the Bank of Russia to increase the accounting rate. Borrower 5 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 13 shall be required in this case.

17.8.2. to unilaterally and at its own discretion change the penalty rate Borrower 5 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 13 shall be required in this case.

18. By Agreement No.028 on Non-revolving Credit Line as of March 16, 2010 with the consideration of all amendments and alterations to it as of December 19, 2013, further on referred to as Facility Agreement 14, concluded between PLEDGEE (alias Creditor) and Korshunov Mining Plant, an Open Joint Stock Company (located at 9A/1, Ivaschenko str., Zheleznogorsk-Ilimsky 665651, The Irkutsk Region, ITIN 3834002314, STATE REGISTRATION NUMBER (OGRN) 1023802658714), further on referred to as Borrower 6, including:

18.1. Credit Line Limit: 104,775,000 (One hundred and four million seven hundred seventy-five thousand) rubles.

18.2. Credit Repayment Date: November 25, 2018 (inclusively).

18.3. Interest rate: 13.25 (Thirteen point twenty-five) percent per annum.

18.4. Amendment charge in case of changing the terms and conditions of the credit usage by Facility Agreement 14 based on request of Borrower 6: shall be equal to 1 (One) percent of the amount of the restructured debt by Facility Agreement 14, which makes

308,161.68 (Three hundred and eight thousand one hundred sixty-one 68/100) rubles. Payment shall be effected as a lump sum on the date of signing an Amendment Agreement No.4 to Facility Agreement 14.

18.5. Commitment fee: shall be equal to 0.05 (Zero point zero five) percent per annum of the amount of the unused credit line limit for the period starting from the date of planned disbursement not including this date up to the date it was actually disbursed (inclusively); to be paid simultaneously with interest payment;

18.6. Early loan repayment fee: shall be equal to 1.5 (One point five) percent per annum of the early repaid amount; to be paid simultaneously with early loan repayment;

18.7. Penalty: shall be equal to 26.5 (Twenty-six point five) percent per annum of the amount of the overdue payment for each day of delay during the period from the date of the delinquency occurrence (not including this date) up to the date the delinquency has been completely repaid (inclusively);

18.8. PLEDGEE is entitled to:

18.8.1. To unilaterally and at its own discretion increase interest rates by Facility Agreement 14, including but not limited to provided that it is decided by the Bank of Russia to increase the accounting rate. Borrower 6 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 14 shall be required in this case to document such change.

18.8.2. To unilaterally and at its own discretion change the penalty rate. Borrower 6 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 14 shall be required in this case to document such change.

19. By Agreement No.029 on Non-revolving Credit Line as of March 16, 2010, with the consideration of all amendments and alterations to it as of December 19, 2013, further on referred to as Facility Agreement 15, concluded between PLEDGEE (alias Creditor) and Borrower 6, including:

19.1. Credit Line Limit: 20,934,000 (Twenty million nine hundred thirty-four thousand) rubles.

19.2. Credit Repayment Date: November 25, 2018 (inclusively).

19.3. Interest rate: 13.5 (Thirteen point five) percent per annum.

19.4. Commitment fee: shall be equal to 0.05 (Zero point zero five) percent per annum of the amount of the unused credit line limit for the period starting from the date of planned disbursement (not including this date) up to the date it was actually disbursed (inclusively); shall be paid simultaneously with interest payment;

19.5. Amendment charge in case of changing the terms and conditions of the credit usage by Facility Agreement 15 based on request of Borrower 6: shall be equal to 1 (One) percent of the amount of the restructured debt by Facility Agreement 15, which makes

61,568 (Sixty-one thousand five hundred sixty-eight 40/100) rubles.

19.6. Early loan repayment fee: shall be equal to 1.5 (One point five) percent per annum of the early repaid amount; to be paid simultaneously with early loan repayment;

19.7. Penalty: shall be equal to 27 (Twenty-seven) percent per annum of the amount of the overdue payment for each day of delay during the period from the date of the delinquency occurrence (not including this date) up to the date the delinquency has been completely repaid (inclusively);

19.8. PLEDGEE is entitled to:

19.8.1. to unilaterally and at its own discretion increase interest rates by Facility Agreement 15, including but not limited to provided that it is decided by the Bank of Russia to increase the accounting rate. Borrower 6

shall be notified of the fact; no amendment agreement to Facility Agreement 15 shall be required in this case to document such alteration.

19.8.2. to unilaterally and at its own discretion change the penalty rate. Borrower 6 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 15 shall be required in this case to document such alteration.

**20.** By Agreement No. 12 on Non-revolving Credit Line as of April 23, 2010 further on referred to as Facility Agreement 16, concluded between PLEDGEE (alias Creditor) and Holding Company Yakutugol, an Open Joint Stock Company (located at: 3/1 Lenina pr., Neryungri 678960, the Republic of Sakha Yakutia, ITIN 1434026980, STATE REGISTRATION NUMBER (OGRN) 1021401009057), further on referred to as Borrower 7, including:

20.1. Credit Line Limit: 161,518,000 (One hundred sixty-one million five hundred eighteen thousand) rubles.

20.2. Credit Repayment Date: December 07, 2018 (inclusively).

20.3. Interest rate: 14 (Fourteen) percent per annum.

20.4. Commitment fee: shall be equal to 0.05 (Zero point zero five) percent per annum. Accrual shall be on the undisbursed tranche amounts for the period starting from the start date of the tranche disbursement (not including this date) defined by Clause 2.7 of Facility Agreement 16 up to the end date of tranche amounts disbursement (inclusively) defined by Clause 2.7 of Facility Agreement 16.

20.5. Resources provisioning fee: 0 (Zero) percent per annum of the amount of the loan undisbursed within the defined period for the period starting from the end date of the Tranche disbursement stated in Clause 2.7. of Facility Agreement 16 (not including this date) up to the date it was actually disbursed (inclusively).

20.6. Early loan repayment fee: shall be equal to 1.5 (One point five) percent per annum of the early repaid credit amount for the period from the date of actual repayment (not including this date) up to the date nearest to the date of early loan repayment defined in Clause 2.13 of Facility Agreement 16 (inclusively) for which there exist an unrepaid debt under loan in the respective amount but not later than 30 (Thirty) calendar days before the repayment date.

20.7. Amendment charge in case of changing the terms and conditions of the credit usage by Facility Agreement 16 based on request of Borrower 7: shall be equal to 1 (One) percent of the amount of the restructured debt by Facility Agreement 16, which makes 528,083.10 (Five hundred twenty-eight thousand eighty-three 10/100) rubles.

20.8. Penalty: shall be equal to 25 (Twenty-five) percent per annum, accrued on the overdue amount for each day of delinquency within the period starting from the date of delinquency occurrence (not including this date) up to the date the delinquency has been completely repaid (inclusively).

20.9. PLEDGEE is entitled to unilaterally and at its own discretion increase the interest rate by Facility Agreement 16, including but not limited to provided that it is decided by the Bank of Russia to increase the accounting rate. Borrower 7 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 16 shall be required in this case to document such change.

PLEDGEE is entitled to unilaterally and at its own discretion change the penalty rate. Borrower 7 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 16 shall be required in this case to document such change.

**21.** By General Agreement No. 5705 on Revolving Framework Facility implying differentiated interest rates concluded between PLEDGEE (alias Creditor) and Borrower 1, on December 19, 2013 in Moscow, further on referred to in this text as Facility Agreement 17 and by deals made/being made within the above mentioned Facility Agreement 17, further on collectively referred to as Loan Deals, falling under Agreement terms and conditions in accordance with amendment agreements to Agreement, including the following:

21.1. Creditor opens for Borrower 1 a revolving framework credit line for the period up to December 31, 2014 (inclusively) with the following limit:

| <b>Limit Validity Period</b>                      | <b>Limit Amount</b>                             |
|---|---|
| from December 19, 2013 to December 31, 2014 (bdi) | 1,100,000,000 (One billion one hundred million) |

21.2. Creditor and Borrower 1 make separate Loan Deals within Facility Agreement 17 that are an integral part of Facility Agreement 17. Loan Deals shall be made based on the following conditions:

21.2.1. Loan Deal amount shall be defined based on the agreement with the Creditor within the clear balance of the loan limit by Facility Agreement 17 and shall not be less than 100,000,000 (One hundred million) rubles.

21.2.2. The loan term by Loan Deals made within Facility Agreement 17 shall not exceed the period of financing by Facility Agreement 17.



The dates of full loan repayment for Loan Deals being made within Facility Agreement 17 shall be defined not later than on December 31, 2014.

21.2.3. Interest rate amount shall be agreed between Creditor and Borrower 1 when making a Loan Deal and shall not exceed the maximum interest rate equal to 18 (Eighteen) percent per annum.

21.3. Borrower 1 shall pay Creditor the provisioning fee in the amount of 1,100,000 (One million one hundred thousand) rubles as a lump sum before the first disbursement on the date of signing Facility Agreement 17 (including this date).

21.4. In case if loan repayment (full or partial) by Loan Deal happened before the repayment date stated in the corresponding confirmations Borrower 1 shall pay Creditor an early loan repayment fee in the amount of 1.5 (One point five) percent per annum of the early repaid credit amount for the period from the date of actual repayment (not including this date) and if repaid in accordance with Clause 7.12 of Facility Agreement 17 – from the date the respective written notification was received by Creditor from Borrower 1 (not including this date) up to the repayment date stated in the corresponding confirmations by Loan Deal (inclusively).

21.5. In case of any untimely installment for loan repayment and/or interest payment by a separate Loan Deal or by Facility Agreement 17 Borrower 1 shall pay Creditor a penalty equal to the interest rate defined for the corresponding loan term but not exceeding a Maximum interest rate multiplied by 2 (Two), in percent per annum.

21.6. PLEDGEE is entitled to unilaterally and at its own discretion increase the Maximum interest rate by Facility Agreement 17 and/or interest rate/special interest rate by any Loan Deal made within Facility Agreement 17, including but not limited to provided that that it is decided by the Bank of Russia to increase the accounting rate. Borrower 1 shall be notified of the fact; no corresponding written amendment agreement to Facility Agreement 17 and/or any Loan Deal made within Facility Agreement 17 shall be required in this case to document such change.

**II.** All expenses that are going to be borne by PLEDGEE due to the execution of Facility Agreement 1, Facility Agreement 2, Facility Agreement 3, Facility Agreement 4, Facility Agreement 5, Facility Agreement 6, Facility Agreement 7, Facility Agreement 8, Facility Agreement 9, Facility Agreement 10, Facility Agreement 11, Facility Agreement 12, Facility Agreement 13, Facility Agreement 14, Facility Agreement 15, Facility Agreement 16, Facility Agreement 17, New Facility Agreement 5, New Facility Agreement 6, New Facility Agreement 7, New Facility Agreement 8 and Agreement;

Payment of costs related to the pledge registration and termination in PLEDGEE's Depository shall be in accordance with the Depository Standards of Sberbank of Russia OJSC.

**III.** In case of any failure by PLEDGOR to fulfill its obligations stated in Clauses 2.3 2.9, 2.13 of Agreement and in case of corrupt confirmation of the information by Clause 2.11 of Agreement the PLEDGOR shall pay in favor of PLEDGEE based on PLEDGEE's request a penalty in the amount of 5,000 (Five thousand) rubles not later than 5 (Five) business days starting from the date PLEDGEE's written request to pay the penalty has been received.

In case of any failure by PLEDGOR to fulfill its obligations stated in Clauses 2.5, 2.6, 2.8, 2.12, 2.13, 2.14, 2.15 of Agreement the PLEDGOR shall pay in favor of PLEDGEE based on PLEDGEE's request a penalty in the amount of 5,000 (Five thousand) rubles for each day of delay not later than 5 (Five) business days starting from the date PLEDGEE's written request to pay the penalty has been received.

**IV.** This Agreement shall remain valid until complete fulfillment of the obligations undertaken by Borrowers under Facility Agreements.

The sole executive body of Mechel OAO is authorized to agree with the PLEDGEE the final terms and conditions of this Agreement as well as further changes to the terms and conditions of this Agreement within the deal approved by this decision without any additional approvals on the part of the General Shareholders' Meeting in accordance with the order and procedure established by law and by Mechel OAO Articles of Incorporation.