

**DRAFT RESOLUTION OF THE ANNUAL GENERAL MEETING OF  
SHAREHOLDERS as of 30.06.2015:**

**The 1<sup>st</sup> issue on the agenda:**

«On approval of annual report of the Company».

Draft decision «To approve 2014 annual report of Mechel OAO».

**The 2<sup>nd</sup> issue on the agenda:**

«On approval of annual accounting statements of the Company».

Draft resolution «To approve 2014 annual accounting report of Mechel OAO».

**The 3<sup>rd</sup> issue on the agenda:**

«Distribution of profit including Company's dividend payment according to 2014 business year results».

Draft resolution:

« Dividends on ordinary registered non-documentary shares will not pay.

To pay out dividends on preferred registered non-documentary shares in the amount of 5 kopeks per share.

To set the date of compiling the list of persons entitled to receive dividends on preferred registered non-documentary shares, 11 July 2015.

To distribute the part of the accumulated profits from previous years as follows:

- dividend payment in respect of placed preferred shares of the Company amounted to – 6 937 845, 75 RUB

- profit balance of 67 322 824 816, 13 RUB to be left undistributed ».

**The 4<sup>th</sup> issue on the agenda:**

«On election of members of the Board of Directors of the Company».

Draft resolution: «To elect the Members of the Board of Directors of Mechel OAO:

1. Johnson, Arthur David
2. Gusev, Vladimir Vassilievich
3. Zyuzin, Igor Vladimirovich
4. Kozhukhovskiy, Igor Stepanovich
5. Malyshev, Yuri Nikolaevich
6. Korzhov, Oleg Viktorovich
7. Ivanushkin, Alexey Gennadyevich
8. Korovkin, Vladimir Yurevich
9. Trigubko, Viktor Alexandrovich

**The 5<sup>th</sup> issue on the agenda**

«Election of audit committee members of the Company».

Draft resolution: «To elect audit committee members of Mechel OAO»

1. Kapralov, Alexander Nikolaevich
2. Zykova, Natalia Sergeevna
3. Stepanov, Andrei Viktorovich.».

**The 6<sup>th</sup> issue on the agenda:**

«On approval of Company's auditor».

Draft resolution: «To approve ZAO «ENERGY CONSULTING/Audit as auditor of Mechel Open Joint Stock Company».

**The 7<sup>th</sup> issue on the agenda:**

“On approval the interested party transactions”

Draft resolution:

7.1. To approve the following interested party transaction (transactions) concluded by Mechel Open-Joint Stock Company (the “Company”) on the following conditions:

Parties to Transaction(s): ABN AMRO Bank N.V.; AMSTERDAM TRADE BANK N.V., Banque Cantonale Vaudoise Banque de Commerce et de Placements S.A.; BNP PARIBAS (Suisse) SA; BNP PARIBAS S.A. (incl. London branch); BNP PARIBAS UK HOLDINGS LIMITED; BANCA COMMERCIALA ROMANA S.A.; Barclays Bank PLC; BARCLAYS BANK Inc.; Bayerische Landesbank AG; Calyon S.A.; Credit Agricole S.A.; Credit Agricole (Suisse) S.A.; CITIGROUP Inc. Citibank N.A., COMMERZBANK AKTIENGESELLSCHAFT (incl. London branch), Credit Suisse (UK) Limited, Credit Suisse AG, CREDIT EUROPE BANK N.V. (incl. Malta branch), DEUTSCHE BANK AG, LONDON BRANCH, KBC Bank N.V., KFW, DZ BANK AG, DEMIR HALK BANK (NEDERLAND) NV, DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK, Frankfurt am main, ERSTE BANK DER OESTERREICHISCHEN SPARKASSEN AG, ERSTE GROUP BANK AG, European Bank for Reconstruction and Development, Federated Project and Trade Finance Core Fund (EBRD), FEDERATED PROJECT AND TRADE FINANCE CORE FUND, GALENA COMMODITY TRADE FINANCE B.V., Galena Asset Management B.V., , GARANTIBANK INTERNATIONAL N.V., ICBC LONDON) PLC, ICICI BANK LIMITED, ICICI Bank UK Plc, ICICI Bank Eurasia LLC, ING Bank N.V., ING Bank Deutschland AG, ING Bank Slaski S.A., ING Belgium S.A., ING Belgium N.V., Joint Stock Commercial Bank “Rosbank”, LONDON FORFAITING COMPANY LIMITED, Morgan Stanley Bank International Limited, NATIXIS (incl. London branch), Natixis Bank ZAO, Nordea Bank AB, VTB Bank (Deutschland) AG, VTB Bank Europe Plc, Raiffeisen Zentralbank Osterreich AG, Raiffeisen Bank S.A., RAIFFEISEN BANK INTERNATIONAL AG, RAIFFEISENLANDESBANK OBEROESTERREICH AKTIENGESELLSCHAFT, CITY NATIONAL ROCHDALE INTERNATIONAL TRADE FIXED INCOME FUND, Rochdale International trade Fixed Income Fund, SOCIETE GENERALE SA, SOCIETE GENERALE, GPB International S.A., The Royal Bank of Scotland Plc, The Royal Bank of Scotland N.V., Standard Bank London Limited, UBS Limited, UBS AG, WestLB AG, UFJ Bank Nederland N.V., The Bank of Tokyo-Mitsubishi UFJ Ltd., Bank Austria Creditanstalt AG, Sumitomo Mitsui Banking Corporation Europe Limited., HSH Nordbank AG, HSBC Bank plc, VTB Bank (Austria) AG, VTB Bank (France) SA, VTB (Deutschland) AG, VTB Capital Plc, AO UNICREDIT BANK, UNICREDIT BANK AUSTRIA AG, INTESA SANPAOLO BANK IRELAND PLC, Dresdner Kleinwort Wasserstein AG, LRP LANDESBANK RHEINLAND PFAIZ, Goldman Sachs International, Goldman Sachs (Asia) L.L.C., CATERPILLAR FINANCIAL SERVICES CORPORATION, Goldman Sachs & Co. HG, J.P. Morgan Europe Limited, JPMorgan Chase Bank, Merrill Lynch International, Merrill Lynch Japan Securities Co. Ltd., Morgan Stanley & Co. International Limited, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., UniCredit Bank AG (formerly known as Bayerische Hypo- und Vereinsbank AG), EURASIAN DEVELOPMENT BANK, JP Morgan Bank International CB (LLC), ABN AMRO Bank CJSC, Alfa Bank OJSC, ICICI Bank Eurasia (LLC), Dresdner Bank CJSC, Morgan Stanley Bank LLC, BNP Paribas Bank JSC, Citibank Commercial Bank CJSC, Commerzbank Eurasia CJSC, Bank Credit Suisse (Moscow) CJSC, Deutsche Bank LLC, Gazprombank (Switzerland) LTD, Gazprombank Joint-Stock Company, HSBC Bank (PP) LLC, UniCredit Bank Joint-Stock Company, ING Bank (Eurasia) JSC, Promsvyazbank PJSC, Raiffeisenbank JSC, Renaissance Capital Commercial Bank LLC, TransCreditBank OAO, Bank Societe Generale Vostok Commercial Joint-Stock Bank CJSC Joint-Stock Commercial Savings Bank of the Russian Federation OJSC, Standart Bank CJSC, Bank Uralsib OJSC, Uglemetbank JSC, UBS Bank LLC, WestLB Vostok Bank CJSC, Bank of Moscow Joint-Stock Commercial Bank (OJSC), VTB Bank (OJSC), State Corporation “Bank for Development and Foreign Economic Affairs (Vnesheconombank)”, Rabo Invest Financial Company LLC, Demir-Halk Bank (Nederland) N.V., Eurasian Financial Services Plc, Fortis Bank (Nederland) N.V. (incl. London branch), Raiffeisen-Boerenleenbank (Rabobank International), Raiffeisen Zentralbank Österreich AG, BNP PARIBAS Bank ZAO, ING BANK(EURASIA) CJSC (Closed Joint-Stock Company), The Royal Bank of Scotland (Closed Joint-Stock Company), Nordea Bank Joint-Stock Company, COMMERZBANK (EURASIA) Closed Joint-Stock Company, Commercial and Investment Bank KALION RUSBANK Closed Joint-Stock Company, Natix Bank Closed Joint-Stock Company, Law Debenture Trust Corporation plc., TMF Trustee Limited, Capita Trust Company Limited, SKB-Bank OAO, SACE S.p.A. Servizi Assicurativi Del Commercio Estero; UniCredit MedioCredito Centrale S.p.A.; BNP Paribas MILAN BRANCH; The Export-Import Bank of China; China Export & Credit Insurance Corporation; Euler Hermes Kreditversicherungs-AG; Industrial Development Corporation of South Africa limited; Export Credit Insurance Corporation of South Africa Limited; Oesterreichische Kontrollbank Aktiengesellschaft; Nedbank Capital; Nedbank Limited; Export Guarantee and Insurance Corporation (EGAP); Japan Bank for International Cooperation JBIC); Export Development Canada (EDC); Nippon Export and Investment Insurance (NEXI); Export-Import Bank of the United States, Nedbank Group Limited, Nedbank Capital Division, NomosBank OAO, the Central Bank of the Russian Federation (Bank of Russian), HSH Nordbank AG, ZENIT Bank OAO, Banco Santander

(Brasil) S.A., Santander Consumer Bank, Banco Itaú BBA S.A., Banco Itaú BBA International, S.A., Banco Itaú BBA International S.A., Banco Nacional de Desenvolvimento Econômico e Social – BNDES, Banco Cargil S.A., BANCO BNP PARIBAS BRASIL S.A., Banco Standard de Investimentos S.A., All-Russian Regional Development Bank AO, European Bank for reconstruction and development (EBRD), Eurasian Development Bank PJSC, Khanty-Mansi Bank OAO, Moscow Credit Bank (Open Joint Stock Company), The International Bank for Economic Co-operation, The National Bank of the Republic of Kazakhstan, NBK – Bank OAO, GLOBEKSBANK ZAO, BINBANK PAO, NOTA-BANK PAO, PAO Rosbank, Urals Bank for Reconstruction and Development PAO and Bank of China (Elos) Joint-Stock Commercial Bank (closed-joint stock company), VTB Leasing Open-Joint Stock Company, FinanceBusinessGroup OOO, Gazprombank Leasing Closed-Joint Stock Company, Sberbank Leasing Closed-Joint Stock Company, KIT Finance Investment Bank (Open-Joint Stock Company), Raiffeisenlandesbank Oberösterreich Aktiengesellschaft, Zenit Bank -Joint Stock Company, Interregional Bank for Settlements of the Telecommunications and Postal Services (Open Joint Stock Company), Volksbank International AG (VBI), Halyk Bank AO, MDM Bank OAO, Stemcor UK Limited, AKB ROSBANK OAO, Commercial Bank Petrocommerce OAO, RMB CB ZAO, Russian National Bank OOO, Bank Saint Petersburg OAO, JSC "Commercial Bank" Globex ", ZAO" Citibank ", JSC" SMP Bank "

- hereinafter referred to collectively or specifically as the «Creditor» and Mechel Open Joint-Stock Company (hereinafter referred to as the «Guarantor» acting as Party to transaction (transactions) and the following beneficiaries: Mechel Trans Limited Liability Company, MECHEL TRANS UKRAINE Limited Liability Partnership, Sea Transport Agency – Temryuk Limited Liability Company, Mechel Energo Limited Liability Company, Kuzbass Power Sales Open Joint-Stock Company, Southern Kuzbass Power Plant Open Joint-Stock Company, Metallurgshakhtspsstroy Closed Jointed-Stock Company, Beloretsk Metallurgical Plant Open Joint-Stock Company, BMK-Invest Closed Jointed-Stock Company, , Open Joint-Stock Company “Southern Kuzbass Coal Company, Tomusinskoe Power Authority Open Joint-Stock Company, Vzryvprom Uga Kuzbass Open Joint-Stock Company, Tomusinsky Open-Pit Mine Open Joint-Stock Company, Mezhdurechinsky Information House Limited Liability Company, Shakhuchastok Uregulsky Limited Liability Company, Transkol Limited Liability Company, Chelyabinsk Metallurgical Plant Open Joint-Stock Company, Resurs Limited Liability Company, Chelyabinsk Coke Products Plant Limited Liability Company, Specialized Plant for Spare Parts and Interchangeable Equipment Limited Liability Company, Metallurgical equipment maintenance Limited Liability Company, Yakutugol Holding Open Joint-Stock Company, Yakutugol Trading House Limited Liability Company, Kubnerstroi Limited Liability Company, Sakha-Deutsch Diamant Limited Liability Company, Neryungri carbase Limited Liability Company, Korshunov Mining Plant Open Joint-Stock Company, Dushkachan Recreation Centre Limited Liability Company, Southern Urals Nickel Plant Open Joint-Stock Company, Mechel Trade House Limited Liability Company, Vyartsilya Hardware Plant Closed Joint-Stock Company, Urals Stampings Open Joint-Stock Company, Mechel International Holdings GmbH, UAB «Mechel Nemunas», Inter-Rail Transport Limited, Littel Echo Invest Corp., Mechel Trading AG, Mechel Carbon AG, Posiet Trade Port Open Joint-Stock Company, Izhstal Open Joint-Stock Company, Izhstal Auto Limited Liability Company, Izhstal-TNP Limited Liability Company, Kasly Ornamental Casting Plant Limited Liability Company, Kambarka Port Open Joint-Stock Company, Mechel Service Limited Liability Company, Mechel Service Kazakhstan TOO, Mechel Service România SRL, VtorResurs Limited Liability Company, VtorResurs Youzhny Limited Liability Company, Mechel Steel Management Limited Liability Company, Moscow Coke and Gas Plant Open Joint-Stock Company, Fincom Invest Limited Liability Company, Mechel Materials Limited Liability Company, PromMet Limited Liability Company, Bratsk Ferroalloy Plant Limited Liability Company, Romantika Limited Liability Company, ORIEL RESOURCES LIMITED, DELIZEA FINANCE LIMITED, WESTERVIEW COMPANY LIMITED, ORIEL (ANATOLIA) LIMITED, RHAPSYL LIMITED, Limited Liability Partnership GRK Kazakhstan Nickel, Limited Liability Partnership Geoinvest Kazakhstan ,Mechel Mining Open Joint Stock Company, Mechel Mining Management Limited Liability Company, Mechel Ferroalloys Management Limited Liability Company, Mechel Engineering Limited Liability Company, Mechel Vanino Port Limited Liability Company, Pugachev Pit Limited Liability Company, SKY-EXTRA Limited Liability Company, HBL Holdings GmbH, HBL Stahlhandel GmbH & Co. KG, HBL Stahlhandel GmbH & Co. KG, Warendorfer Stahlhandel GmbH & Co. KG, Staßfurter Stahlhandel GmbH & Co. KG, HBL Stahlhandel Bremen GmbH & Co. KG, HBL Geschäftsführungs-GmbH, HBL Baustahl Service GmbH & Co. KG, HBL Stahlhandel Marl GmbH & Co.KG, EKOS PLUS Limited Liability Company, Mechel Repair Service Limited Liability Company, Mechel Service Global B.V, Greenhill Cooperatief U.A, Limited Liability Partnership Voskhod Ferrochrome, Galenia Investments (SPV) Ltd, Caroleng Investments (SPV) Ltd, Mechel Business Service Limited Liability Company, Mechel Service Italy S.R.L., MECHEL SERVICE

BULGARIA EOOD, Mechel Service SRB DOO, Maritime Cargo Shipments Limited Liability Company, Union Bandstahl GmbH, HBL Stahlhandel Rheine GmbH & Co. KG, Rheine, HBL Stahlhandel Nord GmbH & Co. KG, Bremen, Mecheltrans East Limited Liability Company, Mechel Service Belgium BVBA, Mechel Service France SAS, Mecheltrans Management Limited Liability Company, Mechel Service UK Limited, Mechel Service Czech Republic s.r.o, Ramateks Metal Sanayi ve Ticaret A.Ş., Mechel Service Hungary Kft., WNL Staal BV, GENNETTI LIMITED, Landi Limited, Heating Network Company of Southern Kuzbass Limited Liability Company, Rossene Holdings Limited, Mechel Trans Auto Limited Liability Company, Shakhtspetsstroi Limited Liability Company, Skyvega Holding Limited, Skyblock Limited, Lakecroft Limited, Naphtali Holdings Limited, ZONELINE Limited и Radswill Limited, Mechel Steel Limited Liability Company, HBL Strecken GmbH & Co. KG, Mechel Vtormet Limited Liability Company, Mechel Somani Carbon Private Limited, HBL Stahlhandel Ahlen GmbH & Co. KG, HBL Stahlhandel Kirchlengern GmbH & Co. KG, HBL Stahlhandel Dortmund GmbH & Co. KG, , Danco Transport Inc., Mechel Transport Inc., Mechel Service Bel Limited Liability Company, Donetsk Electrometallurgical Plant Private-Joint Stock Company, Mechel Service Poland Spolka z.o.o., Mechel Carbon (Singapore) Pte Ltd, Mechel Service Ukraine Limited Liability Company, Elga Coal Limited Liability Company, Bellasis Holdings Ltd, Calridge Limited, Armolink Limited, Mechel Service Czech Republic s.r.o., Mechel Garant Limited Liability company, Resurs Ugol Limited Liability company, Nile Steel Trading LLC, Pyramid LLC, Mechel Service Stahlhandel Austria GmbH, Mechel Service Stahlhandel Austria Holding GmbH, NEPTUN STAHLHANDEL GmbH, Zimmermann STAHLHANDEL GmbH, Vereinigte Biege-Gesellschaft m.b.H, Mechel Service Stahlhandel Czech Republic s.r.o., Mechel Service Stahlhandel Veting D.o.o., Mechel Service Stahlhandel d.o.o., MS Stahlhandel Hungary Kft., MS Stahlhandel RO SRL, Eff eins Beteiligungsverwaltung GmbH, Eff zwei Beteiligungsverwaltung GmbH, CATBIG LIMITED, STARMUSS LIMITED, Mechel Steel B.V., and/or other affiliates of Mechel OAO (collectively or individually referred to as the “Borrower”):

**1. Subject and other essential terms of the transaction(s):** The Guarantor shall be jointly and severally liable to the Creditor for the Borrower’s performance of any of its obligations under the agreement entered into between the Creditor and the Borrower (including but not limiting to tranche agreement, letter of credit agreement, leasing agreement, bank guarantee agreements, factoring agreement) considering all recourse claim payments, commissions, penalties and other payments; The maximum suretyship under the transaction(s) shall not exceed the amount of 75,000,000,000 rubles (seventy-five billion) (or its foreign currency equivalent as per application of the exchange rate of the Central Bank of the Russian Federation as of transaction date) per one Borrower and conform to the market.

Mechel’s OAO sole executive body is authorized to approve with the Creditor the final credit agreement terms, (including but not limited to tranche agreement, letter of credit agreement, leasing agreement, bank guarantee agreements, factoring agreement), suretyship agreement (guarantee) as well as the further changes within principal obligation terms of (credit agreement) and suretyship agreement (guarantee) in the framework of agreement terms and conditions approved by this decision without additional approvals on behalf of the General Meeting of Shareholders/Board of Directors stipulated by the procedure established in accordance with the legislation and Mechel’s OAO Articles of Association.

**2. Subject, value and other material terms and conditions:** The Guarantor shall be jointly and severally liable to the Creditor for the Borrower’s performance of any of its obligations under the credit agreement entered into between the Creditor and the Borrower to repay the principal and pay the interest and other fees and penalties within 3 years starting from the date of performing the above mentioned obligations (or its parts) under the credit agreement;

The maximum suretyship under the transaction(s) shall not exceed the amount of 75,000,000,000 rubles (seventy-five billion) (or its foreign currency equivalent as per application of the exchange rate of the Central Bank of the Russian Federation as of transaction date) per one Borrower and conform to the market.

The lending purpose: financing of Borrower’s business in accordance with the Borrower’s Articles of Association as well as Borrower’s credit repayment to the bank and credit granting to Borrower’s affiliated persons

The maximum interest rate shall not exceed 20.00% (twenty percent) per annum, considering all payments (commission, commission for obligation and other payments);

Maturity period shall not exceed 15 years;

Disbursement time under Credit Agreement shall not exceed 15 years.

Credit payment procedure: credit must be paid no later than within Credit Agreement term of expiry,

Interest payment procedure: the interests must be paid on outstanding debt under Credit Agreement according to the scheme, defined by the Credit Agreement;

Mechel's OAO sole executive body is authorized to approve with the Creditor the final terms of credit agreement, suretyship agreement (guarantee) as well as the further changes within principal obligation terms of (credit agreement) and suretyship agreement (guarantee) in the framework of agreement terms and conditions approved by this decision without additional approvals on behalf of the General Meeting of Shareholders/Board of Directors stipulated by the procedure established in accordance with the legislation and Mechel's OAO Articles of Association.

7.2. To approve the following interested party transaction – Surety Contracts listed below signed between between VTB Leasing (an Open Joint Stock Company) (the *Creditor*) and Mechel, an Open Joint Stock Company (the *Surety*) to secure for the complete fulfillment by Mecheltrans, a Limited Liability company (the *Lessee*), of its obligations under leasing agreements based on the following material terms and conditions:

1. **Suretyship Contract (further on referred to as Contract 1) being signed between the Surety and the Creditor to secure for the fulfillment by Lessee of its obligations under Lease Agreement No. ДЛ 156/05-10 dd. November 15, 2010 as amended by** Amendment Agreement No. 1 to Lease Agreement dd. November 22, 2010, Amendment Agreement No. 2 to Lease Agreement dd. November 30, 2010, Amendment Agreement No. 3 to Lease Agreement dd. December 13, 2010, Amendment Agreement No. 4 to Lease Agreement dd. January 19, 2011, Amendment Agreement No. 5 to Lease Agreement dd. July 01, 2011, Amendment Agreement No. 6 to Lease Agreement dd. June 28, 2012, Agreement No. 7 to Lease Agreement dd. December 20, 2013, Amendment Agreement No. 8 to Lease Agreement dd. August 29, 2014 (further on referred to as **Lease Agreement 1**) signed between VTB Leasing (an Open Joint Stock Company) (further on referred to as the *Creditor*) and Mecheltrans, a Limited Liability Company (further on referred to as the *Lessee*) based on the following material terms and conditions:

**Subject, Price and Other Material Terms and Conditions:**

- 1.1. The Creditor undertakes under Lease Agreement 1 to purchase from the Lessee based on Lessee's request not more than 400 (four hundred) items of the new open cars (further on referred to as the *Property*) as per the specification appended in Appendix No. 1 to Lease Agreement 1 and to provide such Property to Lessee for leasing purposes based on terms and conditions stated by Lease Agreement 1.

The Property shall be leased by Lessee in portions and for the periods stated in Payment Schedules appended in Appendices No. No. 2/1 – 2/3 to Lease Agreement 1 with a possibility of extending the leasing period by 60 (sixty) months (provided that there is a respective written consent of the Creditor and the Lessee) and a possibility of re-extension of the leasing period by 60 (sixty) months (provided that there is a respective written consent of the Creditor and the Lessee).

The Lessee undertakes to accept the above mentioned Property for leasing and effect the Payments, including costs borne by Lessor related to the purchase of this Property. The order and procedure of effecting Lease Payments shall be defined based on Payment Schedules appended in Appendices No. No. 2/1 – 2/3 -2 to Lease Agreement 1. Lessee's liabilities under Lease Agreement 1 shall be captured in RF rubles. In case of any delay in payments under Lease Agreement 1 the Creditor shall be entitled to impose a penalty on the Lessee amounting to 0.08 (zero point zero eight) percent of the debt amount for each calendar day of payment delinquency.

- 1.2. In case of Lessee's failure to fulfill its liabilities related to Lease Payments as well as surrender value, Severance Payments under Lease Agreement 1 in the amounts and within the timelines stated the Surety is obliged based on the first written request of the Creditor to repay its debt under Lease Agreement 1 in full scale (Lease Payments, Severance Payments, surrender value, fines and penalties, documentally confirmed losses suffered by Creditor due to such non-fulfillment or undue fulfillment by Lessee of its financial liabilities under Lease Agreement 1) in accordance with the procedure and based on the terms stipulated by Contract 1.

The Surety acknowledges that it read and understood all the terms and conditions of Lease Agreement 1 as well as all the terms and notions used in it.

The Surety directly confirms its consent to be held liable in case of any adjustments to the terms and conditions of Lease Agreement 1, including in case if the amount of liabilities increases, only provided that such changes and adjustments were preliminarily agreed with the Surety in writing by means of signing a respective Amendment Agreement to Contract 1.

The Surety confirms that its being a party to this transaction is not forced by any circumstances.

The Surety and the Lessee shall bear joint and several responsibility before the Creditor for any non-fulfillment or undue fulfillment by Lessee of its obligations under Lease Agreement 1.

**1.3.** The total amount of Lease Payments, including surrender value, under Lease Agreement 1 shall not exceed 2,000,000,000.00 (Two billion 00/100) rubles, VAT included.

The Suretyship terminates the moment the liability secured for by such suretyship terminates and in other cases stated by legislation of the Russian Federation.

**1.4.** The Parties shall be held liable for any non-fulfillment or undue fulfillment of their liabilities under Contract 1 in accordance with the legislation of the Russian Federation.

**1.5.** The duration period of this Suretyship shall be up to March 30, 2030 inclusively. The expiration of the effective period of Contract 1 shall not release the Parties from being held liable for any violations of thereof if such violations happened during its validity period. The Suretyship terminates as soon as the liability secured for by such Suretyship terminates and in other cases stated by legislation of the Russian Federation.

**2. Suretyship Contract (further on referred to as Contract 2) being signed between the Surety and the Creditor to secure for the fulfillment by Lessee of its obligations under Lease Agreement No. ДЛ 156/06-10 dd. December 17, 2010 as amended by Amendment Agreement No. 1 to Lease Agreement dd. February 01, 2011, Amendment Agreement No. 2 to Lease Agreement dd. February 25, 2011, Amendment Agreement No. 3 to Lease Agreement dd. March 15, 2011, Amendment Agreement No. 4 to Lease Agreement dd. March 30, 2011, Amendment Agreement No. 5 to Lease Agreement dd. April 08, 2011, Amendment Agreement No. 6 to Lease Agreement dd. July 01, 2011, Agreement No. 7 to Lease Agreement dd. June 28, 2012, Amendment Agreement No. 8 to Lease Agreement dd. December 20, 2013, Amendment Agreement No. 9 to Lease Agreement dd. August 29, 2014, Amendment Agreement No. 10 to Lease Agreement dd. October 17, 2014 (further on referred to as **Lease Agreement 2**) signed between VTB Leasing (an Open Joint Stock Company) (further on referred to as the *Creditor*) and Mecheltrans, a Limited Liability Company (further on referred to as the *Lessee*) based on the following material terms and conditions:**

**Subject, Price and Other Material Terms and Conditions:**

**2.1.** The Creditor undertakes under Lease Agreement 2 to purchase from the Lessee based on Lessee's request not more than 1,256 (one thousand two hundred and fifty-six) items of the new open cars (further on referred to as the *Property*) as per the specification appended in Appendix No. 1 to Lease Agreement 2 and to provide such Property to Lessee for leasing purposes based on terms and conditions stated by Lease Agreement 2.

The Property shall be leased by Lessee in portions and for the periods stated in Payment Schedules appended in Appendices No. No. 2/1, 2/2, 2/3, 2/4, 2/7, 2/8-1, 2/8-2, 2/9, 2/9-1, 2/10 and 2/11-1 to Lease Agreement 2 with a possibility of extending the leasing period by 60 (sixty) months (provided that there is a respective written consent of the Creditor and the Lessee) and a possibility of re-extension of the leasing period by 60 (sixty) months (provided that there is a respective written consent of the Creditor and the Lessee).

The Lessee undertakes to accept the above mentioned Property for leasing and effect the Payments, including costs borne by Lessor related to the purchase of this Property. The order and procedure of effecting Lease Payments shall be defined based on Payment Schedules appended in Appendices No. No. 2/1- 2/11-1-2 to Lease Agreement 2. Lessee's liabilities under Lease Agreement 2 shall be captured in RF rubles. In case of any delay in payments under Lease Agreement 2 the Creditor shall be entitled to impose a penalty on the Lessee amounting to 0.07 (zero point zero seven) percent of the debt amount for each calendar day of payment delinquency.

**2.2.** In case of Lessee's failure to fulfill its liabilities related to Lease Payments as well as surrender value, Severance Payments under Lease Agreement 2 in the amounts and within the timelines stated the Surety is obliged based on the first written request of the Creditor to repay its debt under Lease Agreement 2 in full scale (Lease Payments, Severance Payments, surrender value, fines and penalties, documentally confirmed losses suffered by Creditor due to such non-fulfillment or undue fulfillment by Lessee of its financial liabilities under Lease Agreement 2) in accordance with the procedure and based on the terms stipulated by Contract 2.

The Surety acknowledges that it read and understood all the terms and conditions of Lease Agreement 2 as well as all the terms and notions used in it.

The Surety directly confirms its consent to be held liable in case of any adjustments to the terms and conditions of Lease Agreement 2, including in case if the amount of liabilities increases, only provided that such changes and adjustments were preliminarily agreed with the Surety in writing by means of signing a respective Amendment Agreement to Contract 2.

The Surety confirms that its being a party to this transaction is not forced by any circumstances.

The Surety and the Lessee shall bear joint and several responsibility before the Creditor for any non-fulfillment or undue fulfillment by Lessee of its obligations under Lease Agreement 2.

- 2.3. The total amount of Lease Payments, including surrender value, under Lease Agreement 2 shall not exceed 6,600,000,000.00 (Six billion six hundred million 00/100) rubles, VAT included.
  - 2.4. The Parties shall be held liable for any non-fulfillment or undue fulfillment of their liabilities under Contract 2 in accordance with the legislation of the Russian Federation.
  - 2.5. The duration period of this Suretyship shall be up to March 30, 2030 inclusively. The expiration of the effective period of Contract 2 shall not release the Parties from being held liable for any violations of thereof if such violations happened during its validity period. The Suretyship terminates as soon as the liability secured for by such Suretyship terminates and in other cases stated by legislation of the Russian Federation.
3. **Suretyship Contract (further on referred to as Contract 3) being signed between the Surety and the Creditor to secure for the fulfillment by Lessee of its obligations under Lease Agreement No. ДЖИ 156/07-11 dd. June 17, 2011 as amended by Amendment Agreement No. 1 to Lease Agreement dd. July 01, 2011, Amendment Agreement No. 2 to Lease Agreement dd. July 29, 2011, Amendment Agreement No. 3 to Lease Agreement dd. August 08, 2011, Amendment Agreement No. 4 to Lease Agreement dd. August 21, 2011, Amendment Agreement No. 5 to Lease Agreement dd. September 01, 2011, Amendment Agreement No. 6 to Lease Agreement dd. October 01, 2011, Agreement No. 7 to Lease Agreement dd. June 28, 2012, Amendment Agreement No. 8 to Lease Agreement dd. August 19, 2013, Amendment Agreement No. 9 to Lease Agreement dd. December 20, 2013, Appendix No. 11 – a copy of Amendment Agreement No. 10 to Lease Agreement dd. August 29, 2014 (further on referred to as **Lease Agreement 3**) signed between VTB Leasing (an Open Joint Stock Company) (further on referred to as the *Creditor*) and Mecheltrans, a Limited Liability Company (further on referred to as the *Lessee*) based on the following material terms and conditions:**

**Subject, Price and Other Material Terms and Conditions:**

- 3.1. The Creditor undertakes under Lease Agreement 3 to purchase from the Lessee based on Lessee's request not more than 1,350 (one thousand three hundred and fifty) items of the new open cars and under Amendment Agreement No. 8 to Lease Agreement dd. August 19, 2013 – not more than 1,349 (one thousand three hundred and forty-nine) new open cars (further on referred to as the *Property*) as per the specification appended in Appendix No. 1 to Lease Agreement 3 and to provide such Property to Lessee for leasing purposes based on terms and conditions stated by Lease Agreement 3.

The Property shall be leased by Lessee in Portions and for the periods stated in Payment Schedules appended in Appendices No. No. 2/1, 2/2, 2/3, 2/4, 2/4-1, 2/5, 2/6, 2/7 and 2/8 to Lease Agreement 3 with a possibility of extending the leasing period by 60 (sixty) months (provided that there is a respective written consent of the Creditor and the Lessee) and a possibility of re-extension of the leasing period by 60 (sixty) months (provided that there is a respective written consent of the Creditor and the Lessee).

The Lessee undertakes to accept the above mentioned Property for leasing and effect the Payments, including costs borne by Lessor related to the purchase of this Property. The order and procedure of effecting Lease Payments shall be defined based on Payment Schedules appended in Appendices No. No2/1- 2/8-2 to Lease Agreement 3. Lessee's liabilities under Lease Agreement 3 shall be captured in RF rubles. In case of any delay in payments under Lease Agreement 3 the Creditor shall be entitled to impose a penalty on the Lessee amounting to 0.07 (zero point zero seven) percent of the debt amount for each calendar day of payment delinquency.

- 3.2. In case of Lessee's failure to fulfill its liabilities related to Lease Payments as well as surrender value, Severance Payments under Lease Agreement 3 in the amounts and within the timelines stated the Surety is obliged based on the first written request of the Creditor to repay its debt under Lease Agreement 3 in full scale (Lease Payments, Severance

Payments, surrender value, fines and penalties, documentally confirmed losses suffered by Creditor due to such non-fulfillment or undue fulfillment by Lessee of its financial liabilities under Lease Agreement 3) in accordance with the procedure and based on the terms stipulated by Contract 3.

The Surety acknowledges that it read and understood all the terms and conditions of Lease Agreement 3 as well as all the terms and notions used in it.

The Surety directly confirms its consent to be held liable in case of any adjustments to the terms and conditions of Lease Agreement 3, including in case if the amount of liabilities increases, only provided that such changes and adjustments were preliminarily agreed with the Surety in writing by means of signing a respective Amendment Agreement to Contract 3.

The Surety confirms that its being a party to this transaction is not forced by any circumstances.

The Surety and the Lessee shall bear joint and several responsibility before the Creditor for any non-fulfillment or undue fulfillment by Lessee of its obligations under Lease Agreement 3.

- 3.3. The total amount of Lease Payments, including surrender value, under Lease Agreement 3 shall not exceed 7,650,000,000.00 (Seven billion six hundred fifty million 00/100) rubles, VAT included.
  - 3.4. The Parties shall be held liable for any non-fulfillment or undue fulfillment of their liabilities under Contract 3 in accordance with the legislation of the Russian Federation.
  - 3.5. The duration period of this Suretyship shall be up to March 30, 2030 inclusively. The expiration of the effective period of Contract 3 shall not release the Parties from being held liable for any violations of thereof if such violations happened during its validity period. The Suretyship terminates as soon as the liability secured for by such Suretyship terminates and in other cases stated by legislation of the Russian Federation.
4. **Suretyship Contract (further on referred to as Contract 4) being signed between the Surety and the Creditor to secure for the fulfillment by Lessee of its obligations under Lease Agreement No. ДЛ 156/08-11 dd. September 06, 2011 as amended by Amendment Agreement No. 1 to Lease Agreement dd. June 28, 2012, Amendment Agreement No. 2 to Lease Agreement dd. September 03, 2013, Amendment Agreement No. 3 to Lease Agreement dd. December 20, 2013, Amendment Agreement No. 4 to Lease Agreement dd. August 29, 2014 (further on referred to as **Lease Agreement 4**) signed between VTB Leasing (an Open Joint Stock Company) (further on referred to as the *Creditor*) and Mecheltrans, a Limited Liability Company (further on referred to as the *Lessee*) based on the following material terms and conditions:**

**Subject, Price and Other Material Terms and Conditions:**

- 4.1. The Creditor undertakes under Lease Agreement 4 to purchase from the Lessee based on Lessee's request not more than 400 (four hundred) items of open cars (further on referred to as the *Property*) as per the specification appended in Appendix No. 1 to Lease Agreement 4 and to provide such Property to Lessee for leasing purposes based on terms and conditions stated by Lease Agreement 4.

The Property shall be leased by Lessee in Portions and for the periods stated in Payment Schedule appended in Appendix No. 2 to Lease Agreement 4 with a possibility of extending the leasing period by 60 (sixty) months (provided that there is a respective written consent of the Creditor and the Lessee) and a possibility of re-extension of the leasing period by 60 (sixty) months (provided that there is a respective written consent of the Creditor and the Lessee).

The Lessee undertakes to accept the above mentioned Property for leasing and effect the Payments, including costs borne by Lessor related to the purchase of this Property. The order and procedure of effecting Lease Payments shall be defined based on Payment Schedules appended in Appendices No. 2- 2-2 to Lease Agreement 4. Lessee's liabilities under Lease Agreement 4 shall be captured in RF rubles. In case of any delay in payments under Lease Agreement 4 the Creditor shall be entitled to impose a penalty on the Lessee amounting to 0.07 (zero point zero seven) percent of the debt amount for each calendar day of payment delinquency.

- 4.2. In case of Lessee's failure to fulfill its liabilities related to Lease Payments as well as surrender value, Severance Payments under Lease Agreement 4 in the amounts and within the timelines stated the Surety is obliged based on the first written request of the Creditor to repay its debt under Lease Agreement 4 in full scale (Lease Payments, Severance Payments, surrender value, fines and penalties, documentally confirmed losses suffered by



Creditor due to such non-fulfillment or undue fulfillment by Lessee of its financial liabilities under Lease Agreement 4) in accordance with the procedure and based on the terms stipulated by Surety Agreement signed to secure for the obligations under Lease Agreement 4 (further on referred to as Contract 4).

The Surety acknowledges that it read and understood all the terms and conditions of Lease Agreement 4 as well as all the terms and notions used in it.

The Surety directly confirms its consent to be held liable in case of any adjustments to the terms and conditions of Lease Agreement 4, including in case if the amount of liabilities increases, only provided that such changes and adjustments were preliminarily agreed with the Surety in writing by means of signing a respective Amendment Agreement to Contract 4.

The Surety confirms that its being a party to this transaction is not forced by any circumstances.

The Surety and the Lessee shall bear joint and several responsibility before the Creditor for any non-fulfillment or undue fulfillment by Lessee of its obligations under Lease Agreement 4.

- 4.3. The total amount of Lease Payments, including surrender value, under Lease Agreement 4 shall not exceed 2,200,000,000.00 (Two billion two hundred million 00/100) rubles, VAT included.
  - 4.4. The Parties shall be held liable for any non-fulfillment or undue fulfillment of their liabilities under Contract 4 in accordance with the legislation of the Russian Federation.
  - 4.5. The duration period of this Suretyship shall be up to March 30, 2030 inclusively. The expiration of the effective period of Contract 4 shall not release the Parties from being held liable for any violations of thereof if such violations happened during its validity period. The Suretyship terminates as soon as the liability secured for by such Suretyship terminates and in other cases stated by legislation of the Russian Federation.
5. **Suretyship Contract (further on referred to as Contract 5) being signed between the Surety and the Creditor to secure for the fulfillment by Lessee of its obligations under Lease Agreement No. ДЛ 156/09-11 dd. November 30, 2011 as amended by Amendment Agreement No. 1 to Lease Agreement dd. October 01, 2013, Amendment Agreement No. 2 to Lease Agreement dd. December 20, 2013, Amendment Agreement No. 3 to Lease Agreement dd. August 29, 2014, Amendment Agreement No. 4 to Lease Agreement dd. December 24, 2014, Amendment Agreement No. 5 to Lease Agreement dd. January 27, 2015 (further on referred to as **Lease Agreement 5**) signed between VTB Leasing (an Open Joint Stock Company) (further on referred to as the *Creditor*) and Mecheltrans, a Limited Liability Company (further on referred to as the *Lessee*) based on the following material terms and conditions:**

**Subject, Price and Other Material Terms and Conditions:**

- 5.1. The Creditor undertakes under Lease Agreement 5 to purchase from the Lessee based on Lessee's request not more than 1,000 (One thousand) items of open cars and under Amendment Agreement No. 5 dd. January 27, 2015 – not more than 660 (Six hundred and sixty) items of open cars (further on referred to as the *Property*) as per the specification appended in Appendix No. 1 to Lease Agreement 5 and to provide such Property to Lessee for leasing purposes based on terms and conditions stated by Lease Agreement 5. The Property shall be leased by Lessee in Portions for the period of 36 (Thirty-six) months starting from the date of signing a respective Statement of Transfer of Property for each Portion with a possibility of extending the leasing period by 24 (Twenty-four) months (provided that there is a respective written consent of the Creditor and the Lessee). The Lessee undertakes to accept the above mentioned Property for leasing and effect the Payments, including costs borne by Lessor related to the purchase of this Property. The order and procedure of effecting Lease Payments shall be defined based on Payment Schedules appended in Appendices No. 2/1-1 – 2/10-2 to Lease Agreement 5. Lessee's liabilities under Lease Agreement 5 shall be captured in RF rubles. In case of any delay in payments under Lease Agreement 5 the Creditor shall be entitled to impose a penalty on the Lessee amounting to 0.07 (zero point zero seven) percent of the debt amount for each calendar day of payment delinquency.
- 5.2. In case of Lessee's failure to fulfill its liabilities related to Lease Payments as well as surrender value, Severance Payments under Lease Agreement 5 in the amounts and within the timelines stated. The Surety is obliged based on the first written request of the Creditor to repay its debt under Lease Agreement 5 in full scale (Lease Payments, Severance Payments, surrender value, fines and penalties, documentally confirmed losses

suffered by Creditor due to such non-fulfillment or undue fulfillment by Lessee of its financial liabilities under Lease Agreement 5) in accordance with the procedure and based on the terms stipulated by Contract 5.

The Surety acknowledges that it read and understood all the terms and conditions of Lease Agreement 5 as well as all the terms and notions used in it.

The Surety directly confirms its consent to be held liable in case of any adjustments to the terms and conditions of Lease Agreement 5, including in case if the amount of liabilities increases, only provided that such changes and adjustments were preliminarily agreed with the Surety in writing by means of signing a respective Amendment Agreement to Contract 5.

The Surety confirms that its being a party to this transaction is not forced by any circumstances.

The Surety and the Lessee shall bear joint and several responsibility before the Creditor for any non-fulfillment or undue fulfillment by Lessee of its obligations under Lease Agreement 5.

- 5.3.** The total amount of Lease Payments, including surrender value, under Lease Agreement 4 shall not exceed 400,000,000.00 (Four hundred million 00/100) rubles, VAT included.
- 5.4.** The Parties shall be held liable for any non-fulfillment or undue fulfillment of their liabilities under Contract 5 in accordance with the legislation of the Russian Federation.
- 5.5.** The duration period of this Suretyship shall be up to March 30, 2030 inclusively. The expiration of the effective period of Contract 5 shall not release the Parties from being held liable for any violations of thereof if such violations happened during its validity period. The Suretyship terminates as soon as the liability secured for by such Suretyship terminates and in other cases stated by legislation of the Russian Federation.