

**PRELIMINARILY APPROVED**

**APPROVED**

**by Mechel Open Joint-Stock Company Board of Directors**

**By Mechel Open Joint-Stock Company Annual Shareholders Meeting**

**ANNUAL REPORT  
OF MECHEL OPEN JOINT-STOCK COMPANY**

**ON RESULTS OF 2009 ACTIVITIES**

**Chief Executive Officer**

**I.V. Zyuzin**

**Chief Accountant**

**T.A. Kalyadina**

**2010**

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## 1. COMPANY PROFILE

“Mechel” OAO (hereinafter called the Company or Mechel) is an open joint-stock company incorporated under the laws of the Russian Federation. Since the date of foundation on March 19, 2003 until August 19, 2005 the company’s official name was OAO “Mechel Steel Group” open joint-stock company.

The Company is registered in the Federal Tax Service under the state registration number 1037703012896. Its Head Office is located at: ul. Krasnoarmeyskaya 1, 125993, Moscow, Russian Federation, and is the principal place of business.

As of the date of establishment the charter capital of Mechel was amounted to 3,829,690,860 rubles formed by a nominal value of 382,969,086 registered non-documentary ordinary equity shares of 10 (ten) rubles par value each, paid in shares of metallurgical and mining industry companies.

As of December 31, 2009 Mechel’s charter capital was amounted to 5,550,276,600 rubles, formed by 416,270,745 registered non-documentary ordinary equity shares of 10 (ten) rubles par value each, and 138,756,915 registered non-documentary preferred equity shares of 10 (ten) rubles par value each.

As of December 31, 2009 the Company's registered ordinary equity shares were listed in the "A2" Quotation List of "RTS Stock Exchange" (OAO RTS) open joint-stock company and in the "A1" Quotation List of "MICEX Stock Exchange" closed joint-stock company.

Outside the Russian Federation Mechel's registered ordinary equity shares are treated as Level 3 American Depositary Receipts (hereinafter called ADR) at the New York Stock Exchange. Each ADR represents one ordinary share of Mechel.

### Price fluctuations of one American depository receipt for year 2009.



The registrar of the Company is NIKoil Registrar open joint-stock company located at: Posledniy pereulok 5, building 1, 107045, Moscow, acting under the [License](#) No.10-000-1-000290 of FFMS (Federal Financial Markets Service) of Russia of June 17, 2003 (without limitation of the period of validity).

Mechel is a parent company owning subsidiaries and associate companies, which, along with their affiliates, form a holding company (hereinafter jointly called Mechel or the Company).

Mechel is vertically integrated mining, steel, ferroalloy and power group with revenue of 5.8 billion US dollars in 2009 and is one of the leading Russian companies.

Mechel is the first and still the only coal mining and metals company in the region of Eastern Europe and Russia having its shares allocated at the New York Stock Exchange.

Mechel's business consists of four core segments: mining, steel, ferroalloy, and the power segment. Mechel unites producers of coal, iron ore concentrate, steel, nickel, rolled products, ferroalloys, value-added downstream metal products, heat and electric power.

Mining segment comprises coal and iron ore mines and open cuts in Russia and the USA. A subsidiary coal company "Southern Kuzbass"- an open joint-stock company and its affiliates are developing coal deposits located in the Kuznetsk Basin, near the Mezhdurechensk city in south-western Siberia. There are 4 open cuts in the Kuznetsk Basin: Krasnogorsky, Tomusinsky, Olzherassky and Sibirginsky and 3 mines: im. V.I. Lenina, Sibirginskaya and Olzherasskaya-Novaya. "Yakutugol" open joint-stock company, a subsidiary located in the Sakha Republic of eastern Siberia develops the Neryungrisskiy and the Kangelasskiy open cuts and the Dzhebariki-Haya mine, and also owns the license to develop the undeveloped Elga coal deposit, development of which is planned to be as an open cut after the completion of construction of a private railway line of approximately 315 km in length, which will connect the Elga coal deposit with the Baikal-Amur main line. Bluestone subsidiaries develop four mining complexes in West Virginia, USA, consisting of cuts and mines.

The Company also provides a coal beneficiation services to subsidiary / affiliate coal producers, as well as to third parties; according to Rosinformugol, by the end of 2009 Mechel controlled 21.3% of the capacity of coal beneficiation in Russia.

"Korshunov Mining Plant" open joint-stock company, a subsidiary, develops three open iron ore deposits - Korshunov, Rudnogorsk and Tatyanskiy. These deposits are located near Zheleznogorsk-Ilimsk, the city of the Irkutsk region of central Siberia.

Steel segment of the business comprises the production and sale of billets and slabs, carbon and specialty long products, carbon and stainless flat products and value-added downstream metal products including hardware, stampings and forgings. Our steel business also produces significant amounts of coke, both for internal use and for sales to third parties. The Company has a choice either to supply its own steel companies with the extracted minerals or sell to third parties depending on the price differentials between purchases from local suppliers and sales to foreign and domestic customers.

Within the steel segment, the production facilities of the Company in Russia comprise two integrated steel plants: coke plant,

hardware plant, stampings and forgings plant, and metal processing plant in the southern Ural Mountains, hardware plant in the north-west Russia on the border with Finland and coke and gas plant near Moscow. Outside Russia, steel facilities are located in EU countries, including the hardware plant in Lithuania and four steel plants in Romania.

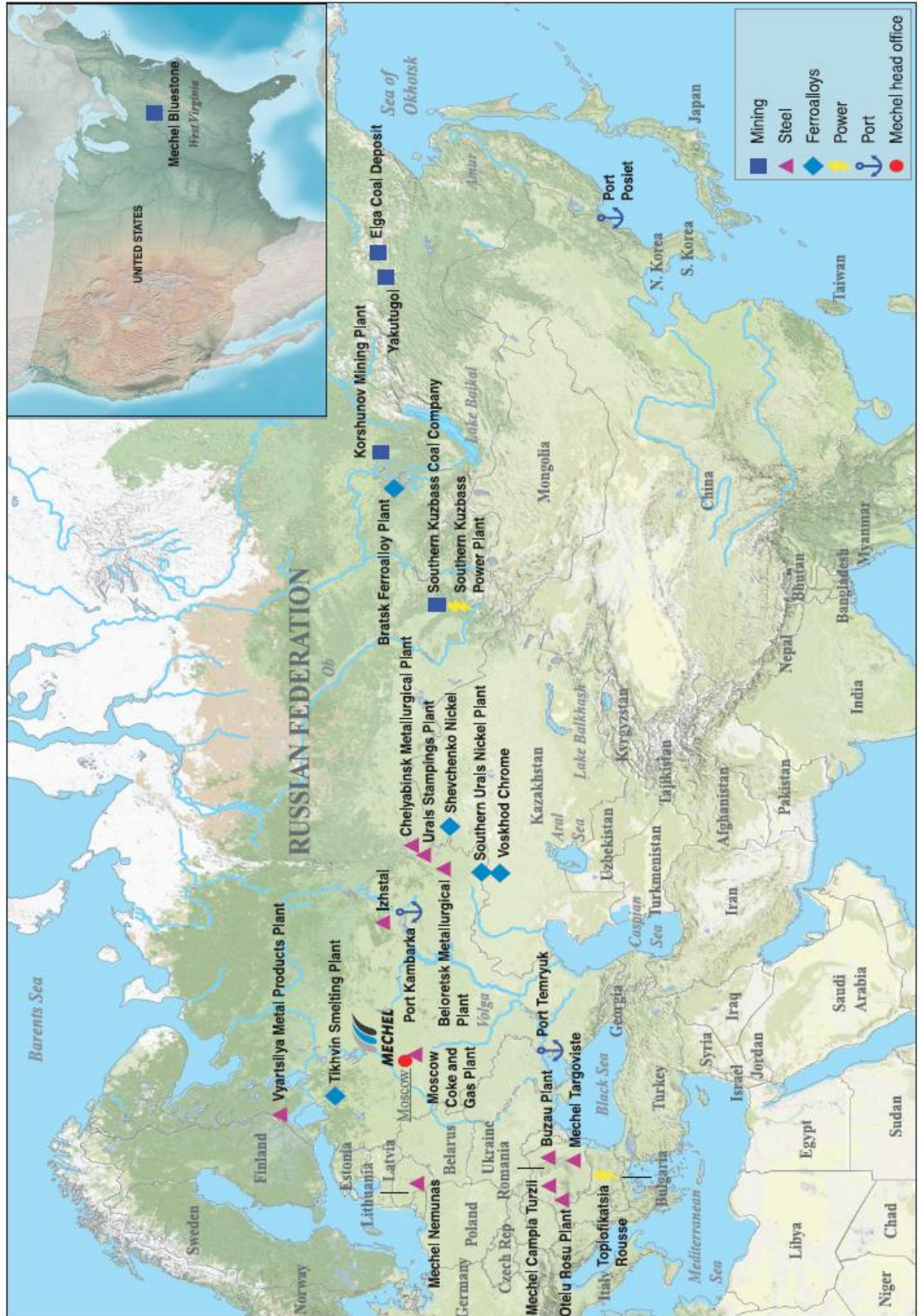
The Company started to form a ferroalloy segment by acquiring "Southern Urals Nickel Plant" open joint-stock company in 2001. "Bratsk Ferroalloy Plant" limited liability company was acquired in 2007. In April 2008 the Company completed the acquisition of 99.3% of shares of Oriol Resources from its shareholders in the public offering in accordance with the UK's Code on Takeover. Assets that were acquired with the acquisition of Oriol Resources comprise "Tikhvin ferroalloy plant" closed joint-stock company, producer of ferrochrome, located near St. Petersburg, and the "Sunrise" project for extraction of chromium and the "Shevchenko" project for extraction of nickel in Kazakhstan. After the acquisition of Oriol Resources in 2008, the further development of the ferroalloy division within the company has been continued. Division's activities are aimed to improve the efficiency of the steel segment by the use of its own raw materials (ferroalloys) for the production of specialty and stainless steel products, as well as to enhance the competitiveness of our company as a whole.

Consolidation of the Oriol Resources based ferroalloy assets has been completed in October 2008. Oriol Resources owns: 100% of shares of "Tikhvin Ferroalloy Plant" closed joint-stock venture (Leningrad region, Russia), 100% of shares of "Bratsk Ferroalloy Plant" a limited liability company (Irkutsk region, Russia), 84.06% of shares of "Southern Urals Nickel Plant" open joint-stock company (Orenburg region, Russia), and owns licenses through its subsidiaries to develop "Sunrise" chromium and "Shevchenko" nickel deposits in Kazakhstan. "Southern Urals Nickel Plant" open joint-stock company, develops two open nickel deposits: "Saharinskoe" and "Buruktalskoe", and operates the nickel plant in the Orsk city, Orenburg region, in the southern ridge of the Ural Mountains of Russia.

In April 2007, the Company acquired a controlling share of "Southern Kuzbass Power Plant" open joint-stock company, located in Kaltan city, Kemerovo region. In June 2007 a controlling share of "Kuzbassenergosbyt" open joint-stock company, the largest distributor of electricity in the Kemerovo region, was acquired. Also, 49% of shares of power plant "Toplofikatsiya Ruse" JSC, located in the city of Rousse, Bulgaria, were acquired during December 2007. Power segment will make it possible to introduce another high value added product derived from the steam coal of the Company - electric and heat power, and increase self-sufficiency of the mining and steel segments by electric power.

Holding comprises a number of logistics and marketing assets that support sales and delivery of mining segment products, crude steel, metal products and ferroalloys. Some of these assets are cargo ports on the Pacific Ocean and the Black Sea in Russia and a cargo river port on a tributary of the Volga River in central Russia. Holding has a fleet of freight wagons; the Company has begun construction of a private railway line to provide access to one of the coal deposits in Yakutia. In 2009, Mechel started to build its own cargo fleet. There is a network of foreign subsidiaries, affiliates and agents for the Company's product sales in the overseas market, as well as the Russian subsidiary company that serves the domestic market customers, and has 42 regional offices.

Mechel's subsidiaries operate in 12 regions of Russia, in the USA, Romania, Bulgaria, Lithuania and Kazakhstan.



**The Holding comprises the following principal production enterprises:**



**"Coal Company Southern Kuzbass" open joint-stock company** (Mezhdurechensk, Kemerovo region) is one of the major Russian producers of coking and steam coal by use of domestic and foreign mining transportation equipment. Successful development of the company and increase of the coal production volume is caused by high quality of products, ultimate reserves of the area, significant percentage of coking coal ranks, as well as the availability of high potential coal deposits.



**"Chelyabinsk Metallurgical Plant" open joint-stock company** (Chelyabinsk) produces a wide range of products: coke, cast iron, rolled steel, semi-finished carbon and special steel and forged billets. "Chelyabinsk Metallurgical Plant" carries a certificate of compliance to international quality management standard ISO 9001:2000. CMP is one of the few companies in the country, with the right to assign its own product with index: ChS (Chelyabinsk steel). There are more than 130 grades of steel produced to date.



**"Holding Company Yakutugol" open joint-stock company** (Neryungri, Republic of Sakha, and Yakutia) produces primarily coking coal as well as steam coal. The coal reserves of the company's available assets are estimated at approximately 200 million tons in accordance with Russian standards. OAO "Yakutugol" is the largest Russian exporter of coking coal that sells lots of products in the Pacific Rim countries: Japan, South Korea and Taiwan.

OAO "Yakutugol" owns the right to develop **Elga coal deposit**, that has about 2.2 billion tons of fat coking coal reserves in total. It is estimated that the coal reserves in this area can reach up to 30-40 billion tons. This is one of the largest deposits of high quality coking coal in the world.



**"Mechel Bluestone" company** is founded on the asset basis of Bluestone, a coal company that joined Mechel Group in May 2009. Production capacity of "Mechel Bluestone" in West Virginia includes four mining complex, consisting of eight active open cuts and five mines. "Mechel Bluestone's total reserves and resources of coal in site are up to 725 million tons (in compliance with the standards of JORC). Most of these reserves consist of high quality hard coking low-volatile coal that is being supplied to

steel producers all over the world. The total amount of coal reserves in site is nearly 223.8 million tons with 49% of proven reserves and 51% of probable reserves. "Mechel Bluestone" has a diversified client base consisting of the world's leading manufacturers of coke and steel. Mechel became one of the five world's biggest producers of coking coal, due to the acquisition of Bluestone coal's assets.



**"Korshunov Mining Plant" open joint-stock company** (Zheleznogorsk-Ilimsk, Irkutsk region) is an industrial complex for extraction and beneficiation of iron ore. The company's raw materials base comprises Korshunov, Rudnogorsk, and Tatyansk iron ore deposits. The company utilizes the domestic and foreign mining transport equipment.



**"Southern Urals Nickel Plant" open joint-stock company** (Orsk, Orenburg region) produces nickel and its compounds. Nickel ore is used for production and is extracted from proprietary deposits such as Saharinskiy and Buruktalskiy mines. Products of the plant are used by Mechel for its own metal production and for export.



**"Izhstal" open joint-stock company** (Izhevsk, Udmurtia Republic) produces special long and calibrated rolled products made of structural steel, structural alloy, tool and rapid steel, also produces silver steel, stainless welding wire, steel shaped profiles of high precision cold-rolled and flattened bands, stampings and forgings. It is equipped with vacuum-arc and plasma-arc remelting furnaces and forging press shop. The company is carrying a certificate of conformity to international quality management standard ISO 9001:2000, as well as certification TUV to meet the requirements of standard AD WO/TRD 100 for hot rolled steel.



**"Beloretsk Metallurgical Plant" open joint-stock company** (Beloretsk, Republic of Bashkortostan) produces wire rod and a wide range of hardware products made of billets supplied by Chelyabinsk Metallurgical Plant. The plant manufactures fly wire, multi-purpose belts of stainless and precision alloys. Beloretsk Metallurgical Plant carries a certificate of compliance to international quality management standard ISO 9001:2000.



**"Urals Stampings Plant" (Ural Smithy) an open joint-stock company** (Chebarkul, Chelyabinsk region) is Russia's largest producer of forged products from special steel. The plant operates the most powerful in the world counterblow swage with impact power of 1500 kJ for the production of stampings up to 2.5 tons and up to 4 meters in length. "Urals Stampings Plant" is carrying a certificate of compliance with international quality management standard ISO 9001:2000. Product quality is being annually confirmed by the Association of American Railroads (AAR) and the Aviation Register of IAC.



**"Moscow Coke and Gas Plant" open joint-stock company** (Vidnoye, Moscow region) has a favorable geographical placement and stable sales markets. Company's coke products are being successfully sold in the domestic market, primarily to the companies located in the Central region of Russia, and are exported to Ukraine and the EU countries. The competitive advantage of the plant is the electricity provision generated by its own power plant with a capacity of 30 MW.



**"Bratsk Ferroalloy Plant" limited liability company** (Bratsk, Irkutsk region) is the largest company in Eastern Siberia producing high-grade ferrosilicon; it was established on the basis of crystalline silicon workshop of Bratsk aluminum plant in 2003. The plant has an advantageous geographical placement and stable sales markets. Plant produces about 13% of total ferrosilicon of Russia.



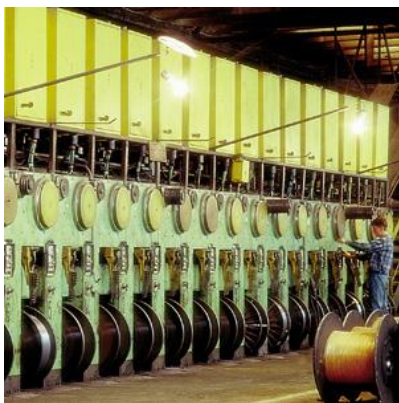
**"Tikhvin Ferroalloy Plant" closed joint-stock company** (Leningrad region) produces ferrochrome. It owns "Sunrise" a chromium deposit in the Aktobe region of Kazakhstan and "Shevchenko" a nickel deposit in the Kostanai region of Kazakhstan.



**"Vyartsilya hardware plant"** closed joint-stock company (Vyartsilya village, the Republic of Karelia) produces hardware, including low-carbon, electrode and structural wire, zinc-coated nails and steel mesh with polymer coating of the wire rod supplied by "Chelyabinsk Metallurgical Plant". The plant is the only to produce hot-zinc-coated nails in the country to date.



**"Mechel Târgoviște"** (Târgoviște, Romania) is the largest Romanian steel mill that produces rolled products of carbon and alloy steel, forged and calibrated products for the engineering, automotive, construction, hardware, bearing, and pipe industry. Company's quality management system complies with international standard ISO 9001:2000.



**"Mechel Câmpia Turzii"** (Câmpia Turzii, Romania) is a steel mill that produces rolled products of carbon and alloy steel for mechanical engineering, hardware, including various types of wire, wire ropes, meshes, electric cables and nails. "Mechel Câmpia Turzii" carries a certificate of compliance with basic production processes to international standard ISO 9001:2000. In May 2002 the plant received a certificate of environmental compliance with ISO 14001.



**"Ductil Steel" company** (Romania) possess the following production facilities: "Ductil Steel Buzău" plant (Buzău, Romania), that produces rolled products of carbon and low alloy steel and hardware products, and "Oțelu Roșu Plant" (Oțelu Roșu, Romania), that produces steel and billets for rolling products. Billets are delivered to the "Ductil Steel Buzău" plant,

and third parties on the Romanian domestic market and for export for further redistribution.



**"Mehcel Nemunas"** (Kaunas, Lithuania) is metallurgical company specialized in hardware production. Plant product mix includes wire, calibrated steel products, nails, wire rod and mesh. Most products are supplied to the EU consumers.



**"Southern Kuzbass Power Plant"** open joint-stock company (Kaltan, Kemerovo region) as of 31st of December 2008 has installed electrical power of 554 MW; its thermal capacity is 1500 Gcal/h. The competitive advantage of the power station is the location near to coal mining, to the large energy-intensive metallurgical industries of the region, to coal and mining companies, as well as availability of a bulk consumer such as Southern Kuzbass communal services that altogether provide a constant station load.



**"Kuzbass Power Sales Company"** open joint-stock company (Kemerovo) is one of the largest energy selling companies of Siberia. The company is the key and guaranteeing supplier of electricity in the wholesale and retail market of the Kemerovo region, occupying for about 50% of the regional market for electricity sales. The company possesses a developed infrastructure and a broad customer base.



**"Toplofikatsia Rousse"** combined heat and power plant (Ruse, Bulgaria) is located on the banks of the Danube River, close to the Ruse Bay. Total installed capacity of CHP generators is 400 MW. Total heat output is 35 Gcal/h.



**"Trade Port Posiet" an open joint-stock company** (p. Posiet, Primorsky Territory) is a commercial seaport that carries out various bulk cargo transshipments including coal. Optimization of companies' products transportation in the Asia-Pacific is greatly supported by an advantageous geographical placement of the Posiet port on the Japan Sea coast (south of Vladivostok and Russia/China, Russia/North Korea borders), and by the Trans-Siberian Railway trunk line, and road and rail routes that link the borders of 3 countries.



**"Temryuk-Sotra" closed joint-stock company** (Temryuk, Krasnodar Territory, Taman shore of the Azov Sea) is a commercial seaport that carries out bulk cargo transshipment including coal. Competitive advantages of the port are determined by its geographical location, a proximity to the sea lanes, by the year-round navigation and the rail and road access availability. At present, river-marine vessels of capacity up to 5,000 tons can be used for the existing depths, suitable for the Black and Mediterranean seas and the inland waterways of Eastern Europe.



**"Port Kambarka" pen joint-stock company** (river Kama, Udmurt Republic) is one of the Russia's deep-river port. The facility is specialized in bulk cargo transshipment, including ore, iron concentrate, coal and billets. The port is capable of processing river-marine vessels routing both within Russia and European countries, due to a significant river depth of the port and favorable geographical location near the Gorky Railway.



**Oriel Resources** (London, UK) has two licenses in Kazakhstan to extract chromium ore in the "Sunrise" deposit of Aktobe region, and to extract silicate nickel ore at the "Shevchenko" deposit of Kostanai region, and owns the beneficiation plant near the "Sunrise" mine. The availability of such assets will strengthen the synergy of the group and will enhance the Company's competitive advantage.

Mechel is one of three largest Russian coal producers and is Russia's largest producer and exporter of coking coal concentrate, and controls about 25% of coking coal enrichment capacities in the country.

Mechel is the largest and most comprehensive producer of specialty steel and alloy products in Russia. Mechel is the country's largest producer of specialty steel and alloy products and produces the widest range of these products.

Mechel has met its own demand for ferroalloys required for the production of both ordinary steel grades products, and for the special steel products.

## ***2. THE COMPANY POSITION IN THE SECTOR***

The principal business of the Company is to provide consultancy services to business companies, in charter capitals of which the Company takes part, either directly or through third parties. However, the situation in the main branches of activities: mining and metallurgy, of such companies, have direct impact on the Company's operations results.

During 2005-2009 Russia's GDP increased by an average rate of 4.0%. Economic environment of the country has been constantly improving in the period from 2005 to 2008; average growth rate of GDP for that period was 7.0%. In the second half of 2008 the situation changed dramatically due to the global economic crisis. It led to GDP rate decline by 7.9% in 2009. By the end of 2009 a tendency of economic situation improvement of Russia became obvious.

The average growth rate of industrial production during 2005-2009 was 1.8%. Though, during 2005-2008 the rate was of 5.0% in average. However, with the start of the global crisis in the second half of 2008, Russia's economic performance rapidly declined. Under the influence of the crisis, industrial production output fell down by 10, 8% in 2009.

The development of mining and metallurgical industries is cyclical by their nature.

Prior to Q4 2008, the steel industry experienced steady growth in demand for steel. There was a sharp decrease in steel consumption under the influence of the global economic crisis in late 2008. However, in the second half of 2009, demand for steel began to increase again.

Steel production in Russia over the past 5 years was reduced by an average of 1.9% per year, and consumption at 2.9% per year. The decrease was stipulated by decline of production and consumption of steel in 2009 due to the economic crisis. Despite the crisis tendencies, the Russian steel industry retains a high level of competitiveness due to successful production management, technology improvement, and development of sales network. Mechel OAO during this period was among the leaders of Russian metallurgy business, organically going along with the metallurgical industry. Mechel's OAO share in Russian steel production for this period was stable at 8%.

The share of the Company in the coking coal production in Russia was stable at 12-14% level until 2007. In 2007-2008, after the acquisition of "Yakutugol" OAO, it had grown up to 21-22%. In 2009, under the influence of the economic crisis, demand for the Company's coking coal fell down sharply on the domestic market in Russia and abroad. As a result, the Company's share in the coking coal production in Russia fell down to 13% in 2009.

Steam coal market is governed by factors unrelated to the metallurgical industry, such as: electric power consumption, the coal supply and demand ratio, and seasonality. Limited offered

amount of steam coal led to the price increases during 2006 - mid 2008. Subsequently, due to economic recession, demand fell down sharply, while prices declined. In the second half of 2009, demand for steam coal began to recover, that contributed to the prices growth.

Trends in production and marketing of iron ore, nickel and other products of mining sector reflect the situation in the metallurgical industry.

During the period of 2006-2008, iron ore market had a high demand in Asia and transport restrictions in major supplier countries. In early 2009, prices of iron ore decreased by 28%, due to the global economic crisis. But in the second half of 2009, iron ore prices began to grow under the influence of strong demand in Asia. In the future, the market situation will depend on the balance of supply and demand in the industry that is led by the following factors: increasing demand, characterized by the restoration of the economic situation, and capacity increase programs of the largest world producers.

During the period from 2005 to 2007 the price of nickel had significantly increased. The price of nickel reached its maximum value in May 2007. Since then, the price has been decreasing due to reduced demand from stainless steel producers, as well as the oversupply of nickel in the market. In the second half of 2008, negative trends on the price of nickel increased as a result of the global economic downturn. The minimum price of nickel was recorded in October 2008. Nickel prices began to rise from April 2009 and grew by 93% by December 2009.

In 2009, companies of the mining sector of Mechel OAO produced about 10.2 million tons of coking coal, 7.5 million tons of steam coal, 4.2 million tons of iron ore concentrate.

During 2009 metallurgical and ferroalloy companies of Mechel OAO produced about 5.5 million tons of steel, 5.4 million tons of rolled steel, 3.8 million tons of cast iron, 3.2 million tons of coke, 627 thousand tons of hardware products, 86 thousand tons of ferrosilicon and 83 thousand tons of ferrochrome and 16 thousand tons of nickel. The results of the Company fully comply with modern trends of development of mining and metallurgical industries.

The reasons justifying the operating results of the Company are: a positive effect of the vertical integration and successful implementations of the Company's strategy.

During the reporting year the Company used to invest in securities.

**Financial investments of the Company comprising more than 10 percent of all financial investments as of December 31, 2009:**

No.	Entity Name	Amount of financial investments, thousands of rubles.	Percentage of total amount of financial investments, %
1	Mechel-Mining OAO	120,268,143	59.78
2	ORIEL RESOURCES LIMITED	45,264,745	22.50
3	Other financial investments	35,638,036	17.72
	TOTAL	201,170,924	100.00

As of December 31, 2009 the Company is entitled to use the following trademarks under license agreements:

- Trademark, certificate No. 285609, trademark priority from Oct 14, 2004 to Oct 14, 2014, for goods of 1, 2,4,6, 7, 8, 9,11,13,14, 19, 20, 21, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 class
- Trademark, certificate No. 285610, trademark priority from Oct 14, 2004 to Oct 14, 2014, for goods of 1, 2,4,6, 7, 8, 9,11,13,14, 19, 20, 21, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 class
- Trademark, certificate No. 285611, trademark priority from Oct 14, 2004 to Oct 14, 2014, for goods of 1, 2,4,6, 7, 8, 9,11,13,14, 19, 20, 21, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 class
- Trademark, certificate No. 285626, trademark priority from Oct 25, 2004 to Oct 25, 2014, for goods of 1, 2,4,6, 7, 8, 9,11,13,14, 19, 20, 21, 35, 37, 38, 39, 40, 41, 42, 43, 44, 45 class
- Trademark, certificate No. 285627, trademark priority from Oct 25, 2004 to Oct 25, 2014, for goods of 1, 2,4,6, 7, 8, 9,11,13,14, 19, 20, 21, 35, 37, 38, 39, 40, 41, 42, 43, 44, 45 class

At large, the Company position in the sector may be characterized as stable.

### ***3. PRIORITY AREAS OF CORPORATE ACTIVITIES***

Priority areas of corporate activities are as follows:

advisory and consultancy services;  
investments in securities;  
coal mining and beneficiation management;  
steelmaking management;  
management over retail and wholesale steel, coal and other sales;  
supply and distribution;  
operations arrangement and end-products distribution, wholesale and retail;  
procurement and distribution management;  
consultancy in marketing management, arrangement of marketing studies;  
consultancy in financial management over facilities, design of accountancy systems, programs for accounting operations costs, and procedures to control budget implementation and management;  
consultancy in HR management;  
consultancy in planning, structural issues, efficiency, and ensuring control and efficiency;  
consultancy in accounting and tax accounting, commercial operations, and enterprise management;  
logistics services;  
international operations;  
granting the right on trademarks under license agreements.

### ***4. REPORT OF THE BOARD OF DIRECTORS ON RESULTS OF CORPORATE DEVELOPMENT IN PRIORITY AREAS OF ITS ACTIVITIES***

In the course of reporting period the Board of Directors of Mechel OAO, an authority performing general management over activities of the Company, has conducted 25 meeting on issues within its competence.

Principal resolutions adopted at the meetings include:

- priority areas of Mechel OAO activities for 2009 defined;
- on Mechel OAO participation in charter capital of russian and foreign companies;
- changes and amendments in Bylaw on business and ethics conduct standards;
- Bylaw on Mechel OAO information policy approved;

- preliminary 2008-2009 financial and economic results of the Company are estimated and the main 2009 issues are considered.
- stock placing of Mechel OAO as well as issue and Prospectus approved;
- placing price of privileged registered book-entry shares under public subscription fixed;
- issue results report approved
- recommendations to general shareholders' meeting considering profit distribution procedure are given;
- the rate of audit service defined;
- the composition of permanent Board of Directors' Committees approved;
- issue on amount of compensation to members of Board of Directors is considered;
- sole executive body of the Company – CEO is appointed;
- Strategies of Company's Divisions are considered;
- resolutions adopted on approving major transactions and related party transactions;
- resolutions adopted on convening annual general shareholders meeting and extraordinary general shareholders meetings of the Company.

The issues were considered in permanent committees of the Board of Directors prior to submission for decision-making by the Board of Directors.

Targets of Committees include preliminary professional development and preparation of the Company's technologies, operations and business development for subsequent consideration by the Company's Board of Directors

## ***5. COMPANY DEVELOPMENT OUTLOOK***

The Company's strategy rests on its status of being an integrated group of mining, steel, ferroalloy, and power-generating subsidiaries. This allows the Company using its advantage of scale, reaching synergies, better meeting the demand of domestic and international clients, and effectively competing with other producers of coal, steel, ferroalloys and electric power.

Primary Company objectives:

- to expand its mining business by means of both organic growth and acquisitions;
- to increase the steel segment's profits through equipment modernization, cost reductions and optimization of the Company product line;
- to maintain the Company's strong standing as a Russian producer of sectional iron made of carbon and special steel;
- to increase the Company capitalization by forming joint ventures within the integrated mining, steel, ferroalloy and energy group;
- where necessary, to support the Company core operations through acquisitions in areas where they add value in product processing;

- to achieve synergy through joint ventures formed within the integrated steel and mining group.

Based on these objectives, the main elements of the Company's strategy include:

**(a) Consolidating our position as a leading mining, smelting and ferroalloy group.**

The Company intends to:

- *develop its existing base of mineral resources.*

In this connection, the Company intends to perfect its already-considerable experience in the field by developing its existing reserves of coal and iron ore. This will primarily be done for the purpose of selling a higher-quality coking coal and iron ore concentrate to third parties. The Company also intends to develop the reserves of coking and power-generating coal it acquired from the Yakutugol OJSC, which is developing three existing deposits and holds two licenses to operate the Elginsk coal deposit and the Five-Meter and Inter-Bed Layer lot. Yakutugol holds the right to develop and extract reserves that will strengthen the Company's standing as the world's leading producer of coking coal for many years to come;

- *increase the group's production of high value-added steel products and continue to optimize the group's product line.*

Mechel intends to continue its strategy of making selective investments in technology and equipment modernization – which includes increased reliance on continuous casting machines at the Company's manufacturing plants – as well as optimizing its line of products and reducing production costs. The Company has a firm standing on the construction steel market. According to Metal Expert, which based its analysis on Russia's production volumes for 2009, the Company currently has the largest share of the reinforced steel market. It is also Russia's largest producer of rolled wire and has a firm standing in structural steel. Mechel is one of Russia's largest producers of special steel, with both Metal Expert and Chermet (Iron and Steel Industry) reporting that the Company led this market on the basis of Russia's production figures for 2009.

- *continue to seek new acquisitions, expand options and press for the maximum utilization of the already-acquired assets.*

The Company's strategy sees it seeking acquisition and expanding option that either strengthen or supplement our existing line of operations. To this end, the Company continues to intensely monitor the world extraction, steel and ferroalloy markets for potential new opportunities.

Just like in Russia, Mechel is also the largest steel producer of Romania. This was achieved through a business expansion that included the Company's acquisition of four Romanian steel plants: Mechel Targoviste, Mechel Campia Turzii and Ductil Steel – a company that owns two plants, the Buzau and Otelu Rose.

The Company's expansion in coal is exemplified by its May 2009 acquisition of a 100-percent holding in Bluestone Coal, which uses its West Virginia base to extract, clean and sell high-quality hard coking coal.

The Company also intends to continue its selective acquisition of processing enterprises that produce high value-added products such as wire, stamping and forging products. This will help us broaden our base of clients and enter new markets as well. Processing enterprise integration involves:

- logically expanding the Company's line of special and low-carbon sectional steel products, which would mark a highly-profitable step in our efforts to make high value-added products from our existing product range;
- entering a market that is less cyclical than extraction of raw materials, which would reduce our vulnerability to economic recessions and price fluctuations; and
- drawing closer to the end consumers, which helps us better understand their needs, affect client behavior and quickly respond to change.

**(b) Preserving our high degree of vertical integration.**

The Company intends to:

*- maintain flexibility by providing for Company needs on the basis of arising circumstances.*

The Company's recent expansion of its ferroalloy extraction, cleaning and production capacities – which was achieved through the acquisition of the Bratsk Ferroalloy Plant (which produces ferrosilicone, a product used to produce any type of steel) and Oriel Resources (whose resources as expected to more than double our extraction and cleaning of ferroalloys, which are used during steel production) – is thus in keeping with the Company's material capability maintenance strategy; the expansion allows the Company to convert production toward high value-added steel.

*- expand our logistic capabilities.*

Mechel intends to selectively expand its logistic capabilities. These are currently concentrated within the Company, where they are involved in railroad transport and forwarding services. These capacities have been strengthened through the Company's acquisition of ports in Posyet, Kambarka and Temryuk, and construction of a new port in Vanino. The logistic capabilities will also be expanded through acquisitions that optimize transportation costs.

*- use the synergy advantages of our core operations.*

In addition to the synergy achieved by its integrated group status, the Company believes that further opportunities and reductions in costs will come from the Company's expansion of production, and the continued integration of recent acquisitions. In part, this will be achieved through an upgrade of existing operating methods and practices.

**(c) Further strengthening our standing as a low-cost producer of coal, and improving the steel segment's profitability.**

The Company strives to:

*- improve the profitability of its steel segment, which is being achieved through equipment modernization, cost reductions and optimization of the Company's product line.*

The Company is continuing to work on improving efficiency and reducing production costs, which is being achieved by:

- maintaining the company's advantage in the cost of labor, raw materials and energy resources;
- finding savings in the full integration of recent acquisitions during production;
- manufacturing high value-added products such as electric and thermal power;
- conquering new sales markets for power-generating coal; and
- providing our steel and extraction segments with their own sources of power.

Our equipment modernization program is aimed at maintaining capacities at their current level, improving efficiency and reducing our negative impact on the environment.

Mechel intends to improve efficiency and reduce production costs by:

- optimizing our production plans;
- finding additional savings through improvements in the productivity of labor and the utilization of mining equipment;
- maintaining our advantage in the cost of labor, raw materials and energy resources.

***- maintain stable export sales.***

The Company will continue to maintain strong relations with major international consumers. Although Mechel is focused on consolidating its local market standing (where Russia is the largest market), export sales – which made up 44 percent of all sales revenues for 2009 – will allow the Company to diversify sales and reduce its dependence on local markets in case of recession. The key export market consumers of power-generating coal include: the National Coal Supply Corporation Ltd. in Israel; China's Rizhao Port (Group) Logistics Co., Ltd.; the Sumitomo Osaka Cement Co., Ltd., and the Taiheiyo Cement Corporation, both in Japan; Turkey's Akcansa Cimento Sanayi Ve Ticaret A.Ş.; and Europe's Varna Power Plant and Toplofikatsia Rousse. Our coking coal clients include: ArcelorMittal, Kazzinc and the Kazchrome JSC in Казахстан; the various iron and steel plants of Ukraine; the JFE Steel Corporation, the Nisshin Steel Co. Ltd, Kobe Steel, Mitsui Mining, and Sumitomo Metal Industries, Ltd., all in Japan; and South Korea's Pohang Iron and Steel Company (POSCO).

**(d) Further expanding our presence on high-growth markets.**

Mechel intends to:

***- increase its coking coal sales on the world's high-growth markets.***

The Company intends to continue to profit from its ability to service the high-growth markets of Asia and other regions of the world, particularly Japan, China, South Korea and India – countries of higher future export sales.

**(e) Expanding the Company's ability to sell steel on local and foreign markets.**

The Company views the Russian market as a key element of its future strategy.

In keeping with the Company's strategy of improving its presence in regions of interest, the Company in 2009 established the Mechel Service Global, a metal trading in service holding,

in the Netherlands. This company will coordinate the Company's sales in Russia, the nations of the Commonwealth of Independent States (CIS) and Europe. The year 2009 also saw the Company establish new subsidiaries in Belgium, France, Italy, Serbia and Bulgaria, which should help the Company improve its sales in Europe.

The Company's extensive operations in Romania provide an attractive opportunity for expanding our steel sales in the important export markets of the European Union.

**(f) Restructuring the Company's mining and ferroalloy assets.**

This involves continuing to structure the Company's divisions based on the principle of the vertical integration.

**6. REPORT ON PAYMENT OF DIVIDENDS DECLARED (ACCRUED) ON EQUITY SHARES OF THE COMPANY**

On June 30, 2009, the Annual General Shareholders Meeting adopted resolution No.1 of June 30, 2009 to distribute profits for 2008, namely:

- to pay dividends in respect of ordinary registered book-entry shares on the basis of results of the Company's activities for 2008 in the amount of 5.53 rubles per share. Payment to be effected in cash by bank transfer not later than December 31, 2009.
- to pay dividends in respect of preferential registered book-entry shares on the basis of results of the Company's activities for 2008 in the amount of 50.55 rubles per share. Payment to be effected in cash by bank transfer not later than December 31, 2009.

Total allocation of net profit to payment of dividends for 2008 amounted to 9,316,139,273 rubles 10 kopecks.

Of which:

- 2,301,977,219 rubles and 85 kopeks for the payment of dividends for allocated ordinary shares of the company.

- 7,014,162,053 rubles and 25 kopeks for the payment of dividends for allocated preferential shares of the company.

*As of December 31, 2009 the amount of dividends paid by Mechel OAO on the basis of results of activities in 2008 totaled taxes accounted, 9,316,089,951 rubles 03 kopeks, of which*

*2,301,927,897 rubles 81 kopeks for ordinary shares*

*Indebtedness for dividend payments for ordinary shares amounted to 49,322 rubles 04 kopeks (taxes accounted).*

*The reason for failure to effect payment is shareholders non-compliance with the obligations on providing information on their bank details for dividend payments transfer.*

*For preferential shares: 7,014,162,053 rubles 25 kopeks.*

*Indebtedness for dividend payments for preferential shares: none.*

## ***7. DESCRIPTION OF MAJOR RISK FACTORS IN RESPECT OF CORPORATE ACTIVITIES***

### **National and regional risks**

The Company operates in the Russian Federation and several foreign countries and is exposed to all risks in respect of the political and economic situation in these countries.

The probability of wars, state of emergency and strikes arising in the regions of the Company's business is extremely low.

### **Financial risks**

Accounting for the principal businesses of the Company, it may be assumed that it is exposed to risks in respect of changes to the interest rate of the Central Bank of Russia and exchange rates set by the latter.

An increase in overall interest rates in Russian market, while other conditions remaining unchanged, could affect the financial standing of the Company. In particular, in the event funds are borrowed as loans with a floating interest rate, the amount payable as interest cost would increase. In the event of debt obligations of fixed income, there could be a relative decrease in the Company's revenues from the market sales of these instruments.

A decrease in overall interest rates in Russian market, while other conditions remaining unchanged could reduce the efficiency of the Company's current borrowings of fixed interest rate.

In the course of its business, the Company effects currency settlement and possesses investments nominated in foreign currencies. Therefore, it may be concluded that the Company is exposed to exchange rate fluctuations (currency risk). In particular, a reduction in the exchange rate of ruble to a foreign currency could result in a relative depreciation in ruble assets of the Company, while its increase would result in a relative increase of its costs and liabilities.

Inflation could affect payments in respect of securities of the Company (causing, for example, depreciation of the above payments for the period from the time payment is declared to the time it is effected).

The Company considers the consolidated inflation rate for three consequent years being 100% or even more (hyperinflation) to be the most critical negative factor.

The Company intends to minimize inflation risks for holders of corporate securities through minimization of the period from the time payment in respect of corporate securities is declared to the time it is effected.

### **Legislative risks**

Legislative risks in respect of changes to legislation regulating the issuer's business in the domestic market in regard to:

- foreign exchange legislation. A change in foreign exchange regulation has no direct effect on the Company's business. However, in the event of implementing changes to current legislation, the Company intends to plan its business accounting such changes. Therefore, the Company considers changes to foreign exchanges laws unlikely to significantly impact its business.

- tax legislation. Changes in respect to the Russian tax system may negatively affect the Company's business, namely:

- the introduction of changes and additions to legislation concerning taxes and duties concerning increases to the rates of taxation;

- the introduction of new taxes. In connection with possible changes of current tax laws there is a possibility of increase in the Company's expenses for payment of taxes and compulsory payments. The possible increase in the rate of taxes paid by the Company during its industrial and financial business may lead to an increase in the expenses of the Company and decrease in monetary funds for financing its current business. At the same time however, the

Government of the Russian Federation is currently pursuing a policy of decreasing the tax burden on the Russian tax payers. Therefore, the Company considers a significant increase in taxation rates as unlikely to significantly impact its business. In the event of implementing changes to the current tax system, the Company intends to plan its financial and economic business accounting such changes.

- customs regulation and duties have no significant impact on the Company's business.
- granting licenses for the issuer's principal business or using items of limited circulation, which are absent, as management and consultancy businesses are not subject to licensing in the Russian Federation and the Company does not use items of limited circulation in its business.
- changes to court practice in issues of the Company's business (including issues of licensing) that could negatively affect its business and rulings under current proceedings with the Company's participation have no significant impact.
- legislation on issues concerning the functioning of the securities market. In compliance with the FFMS of the Russian Federation Decree of June 02, 2009 N 09-18/pz-n About Changes to Standards of Issue of Securities and Registration of Prospectuses of Securities, approved by the FFMS of Russia Decree of January 25, 2007 N 07-4/pz-n, changes were made concerning, among other things, the order of presentation to the registering body documents for state registration of the issue of securities and the report on results of the issue of securities, the order of registration of decisions to issue the securities placed by subscription, and state registration of such securities, as well as the order of early repayment of bonds. In connection with the fact that during the process of issue, registration, placement of securities and/or repayment of bonds, the Company operates in compliance with the current positions of the legislation, and the Company assesses these risks as minimal.

### **Risks in respect of the Company's business**

Risks in respect of the Company's potential liability for third parties' (including subsidiaries') debts do not significantly impact the Company. The Company possesses guarantees issued to secure third parties' liabilities. Performance of such obligations is controlled by the Company, while the risks arising from failure to meet such obligations is minimal.

Pursuant to Article 105 of Civil Code of Russian Federation and Articles 3 and 6 of Federal Law On Joint-Stock Companies, The Company may be liable jointly with its subsidiary under transactions the latter entered into to implement the directives of the Company. In case of insolvency (bankruptcy) of a subsidiary due to the fault of the Company, the latter is jointly liable for the debts of the subsidiary.

Risks in respect of potential loss of consumers which consumption of the Company's services makes not less than 10% of the Company's total revenues do not significantly impact on the Company.

Risks in respect of current proceedings that the Company is involved in:

On April 8, 2009 a person who held our ADSs during the period October 2007-July 2008 sued the Company in the United States District Court for the Southern District of New York, alleging claims against the Company, the chief executive officer, the chief financial officer and the chief executive officer of the subsidiary Mechel Management (the case, Frederick v. Mechel OAO, No. 09 Civ.3617, states claims under Sections 10(b) and 20(a) of the U.S. Securities Exchange Act of 1934.). The plaintiff's claims arise from the FAS directive in which FAS claimed that the pricing of coking coal within the Russian Federation violated Russian antimonopoly laws and that, in addition, the Company used mechanisms which could attract claims for tax and sanctions from Russian government bodies. The plaintiff in the class action alleges that the Company and its officers should have anticipated or did anticipate these actions by the Russian authorities, and that the failure to disclose these risks constituted U.S. securities

fraud. Leading plaintiffs were designated who in their clarified claim submitted to the court on February 10, 2010, seek certification of the class of all holders of the Company's securities between October 3, 2007 and July 25, 2008 and an unspecified amount of damages. The Company has engaged counsel and contested this lawsuit. On April 2, 2010, the Company filed a petition to dismiss the motion and end consideration of the case. The court will consider the petition after the parties have completed a number of proceedings.

**8. LIST OF TRANSACTIONS EXECUTED IN THE ACCOUNTING YEAR**  
*qualified, in accordance with the Federal Law "On Joint Stock Companies", as major transactions, as well as other transactions execution whereof is subject to the procedure for approval of major transactions in accordance with the Charter of the Company, and list of transactions executed in the accounting year, qualified as interested-party transactions in accordance with the Federal Law "On Joint Stock Companies"*

In the accounting year the management bodies of the Company approved the following interested-party transactions:

1) Contract for sale and purchase of a share in the authorized capital stock of Mechel Bluestone Inc.

Parties (beneficiaries) to the transaction:

Open Joint Stock Company Mechel, hereinafter referred to as the "Seller"  
Caroleng Consulting Ltd, hereinafter referred to as the "Purchaser"

Subject-matter of the transaction:

In accordance with the sale and purchase contract the Seller transfers to the Purchaser for ownership a 100 (One hundred) % share in the authorized capital stock of Mechel Bluestone Inc. with the nominal value 100 (One hundred) US dollars and the Purchaser undertakes to accept this share and pay for it in cash.

Transaction price and other essential terms and conditions:

The price (market value) of the 100 (One hundred) % share in the authorized capital stock of Mechel Bluestone Inc. makes 500 (Five hundred) US dollars.

Payment for the acquired share shall be effected by means of funds transfer to the Seller's settlement account in accordance with the terms and conditions of the concluded contract.

2) Contract for sale and purchase of a 100 (One hundred) % share in the authorized capital stock of Greenhill Cooperatief U.A.

Parties (beneficiaries) to the transaction:

Open Joint Stock Company Mechel, hereinafter referred to as the "Seller"  
Open Joint Stock Company Mechel Mining, hereinafter referred to as the "Purchaser"

Subject-matter of the transaction:

In accordance with the sale and purchase contract the Seller transfers to the Purchaser for ownership the 100 (One hundred) % share in the authorized capital stock of Greenhill Cooperatief U.A. with the nominal value 100 (One hundred) Euro and the Purchaser undertakes to accept this share and pay for it in cash.

Transaction price and other essential terms and conditions:

The price (market value) of the 100 (One hundred) % share in the authorized capital stock of Greenhill Cooperatief U.A. makes 200 (Two hundred) Euro.

Payment for the acquired share shall be effected by means of funds transfer to the Seller's settlement account in accordance with the terms and conditions of the concluded contract.

3) Contract for sale and purchase of 100 (One hundred) % of equity shares in Galenia Consulting Ltd.

Parties (beneficiaries) to the transaction:

Open Joint Stock Company Mechel, hereinafter referred to as the "Seller"  
Greenhill Cooperatief U.A., hereinafter referred to as the "Purchaser"

Subject-matter of the transaction:

In accordance with the sale and purchase contract the Seller transfers to the Purchaser for ownership 100 (One hundred) % of equity shares in Galenia Consulting Ltd. with the nominal value 100 (One hundred) US dollars and the Purchaser undertakes to accept these shares and pay for it in cash.

Transaction price and other essential terms and conditions:

The price (market value) of 100 (One hundred) % of equity shares in Galenia Consulting Ltd. makes 3,700 (Three thousand seven hundred) US dollars.

Payment for the acquired share shall be effected by means of funds transfer to the Seller's settlement account in accordance with the terms and conditions of the concluded contract.

4) Guarantee Agreement.

*Parties to the transaction:*

The Guarantor: OJSC Mechel;

The Lender: RAIFFEISEN ZENTRALBANK OSTERREICH AKTIENGESELLSCHAFT;

The Beneficiary (Principal, Borrower): OJSC CMP;

*Subject-matter and price of the transaction:*

The Guarantor takes joint liability in favor of the Lender for the Borrower fulfilling all its obligations arising out of the Loan Agreement made between the Lender and the Borrower under the following terms and conditions:

- the parties:

OJSC CMP (the Borrower);

RAIFFEISEN ZENTRALBANK OSTERREICH AKTIENGESELLSCHAFT (the Lender);

- the total amount of funds to be extended under the Loan Agreement:

up to EUR 14,305,500 (Fourteen million three hundred five thousand five hundred Euro) (plus expenses of RAIFFEISEN ZENTRALBANK OSTERREICH AKTIENGESELLSCHAFT associated with obtaining the guarantee from OeKV for the amount not more than EUR 670,000 (Six hundred seventy thousand Euro);

- the credit line term: 18 months;

- interest rate: the interest rate is the floating rate and will be set by OeKV (as defined in the Loan Agreement) on the quarterly basis;

- Margin: 0.175% per annum;

- The fee for the undrawn amount: 0.25% per annum of the balance of the maximum Loan Amount (as defined in the Loan Agreement) not utilized;

- Arrangement fee: 0.30% of the amount of the Loan Agreement. The fee is payable within 30 days from the date of the Loan Agreement;

The Guarantee effective period: ~~the period commencing on the date of the Guarantee Agreement~~ until the earlier of the following dates:

(a) date falling in two (2) years after the Final Repayment Date (as defined in the Loan Agreement); or

(b) the date when RAIFFEISEN ZENTRALBANK OSTERREICH AKTIENGESELLSCHAFT (as the Lender) notifies the Guarantor in writing that all the Borrower's obligations under the Loan Agreement have been irrevocably discharged in full and the Borrower does not have any obligation or liability, whether present or future, actual or contingent, under the Loan Agreement.

5) Allocation of Preferred Shares by means of public offering.

Parties (beneficiaries) to the transaction:

OJSC Mechel and SKYBLOCK LIMITED in response to the offer for acquisition of the Preferred Shares sent by SKYBLOCK LIMITED to the Limited Liability Company "Renaissance Broker", providing the Company with the services for offering of the Preferred Shares, the acceptance of the offer sent on behalf of the Company to SKYBLOCK LIMITED, SKYBLOCK LIMITED will acquire from the Company the Preferred Shares with the nominal value of 10 (Ten) rubles each at the quantity determined in the acceptance.

Price and other essential terms and conditions of the transaction:

The price of the transaction associated with offering of the Preferred Shares of the Company shall be determined on the basis of the offer price of the Preferred Shares as set by the Board of Directors of the Company as well as the number of Preferred Shares which will be offered in favor of SKYBLOCK LIMITED.

6) Contracts for providing a set of consulting services.

Persons and entities, being the parties (beneficiaries) to the transaction:

Open Joint Stock Company Mechel – the "Contractor";

Mechel Trading AG – the "Customer".

Subject-matter of the transaction:

The Contractor shall provide the Customer, in accordance with the procedure, terms and conditions of the Contract, with consulting services, hereinafter referred to as the "Services", in the following business lines and activities of the Customer:

- Financial operations;
- Marketing research;
- Accounting and taxation;
- Legal support of business;
- HR policy;
- Raising investments;
- Sale of products;
- Organization and development of production;
- Technical development;
- Arranging procurement;
- Information and information technologies;
- Other, as agreed by and between the Parties.

The Customer shall accept and pay for the provided Services within the terms and in accordance with the procedure stipulated in the Contract.

Price and other essential terms and conditions of the transaction:

The cost of the Contractor's Services under the Contract shall be the amount of the Contractor's fee, amount of overheads and reimbursable expenses. The fee amount shall be calculated according to time required for provision of the Services, on the basis of hourly rates of the Contractor's employees. The cost of the Services is not subject to VAT.

Hourly rates of the Contractor's employees are equal to the following amounts in US dollars:

Position	Hourly rate – equivalent of amount in US dollars
General Director	300.00
Senior Vice President	250.00
Vice President	240.00
Director of Administration	240.00
Advisor	240.00
Deputy Head of the Administration	170.00
Head of the Department	100.00
Deputy Head of the Department	70.00
Head of the Unit	50.00
Deputy Head of the Unit	35.00
Senior Specialist	30.00
Specialists	25.00

All payments under the Contract are payable in US dollars. Recalculation of overheads and reimbursable expenses into US dollars shall be made at the exchange rate of the currency in which such overheads and reimbursable expenses are denominated, to the US dollar, as set by the Central Bank of the Russian Federation as of the date of the Advance Report.

The term of validity of the contract: from the date of signing of the Contract until 31.12.2009. The Contract shall apply to relations between the Parties arising since 01.02.2009. If after expiration of the term of validity of the Contract neither of the Parties requires termination thereof, the Contract shall be deemed extended for one year. The number of such extensions is unlimited.

7) Contract for provision of a set of consulting services.

Persons and entities, being the parties (beneficiaries) to the transaction:

Open Joint Stock Company Mechel – the "Contractor";

Mechel Bluestone Inc., a corporation incorporated under the laws of the state of Delaware – the "Customer".

Subject-matter of the transaction:

The Contractor shall provide the Customer, in accordance with the procedure, terms and conditions stipulated in the Contract, with a set of consulting services in connection with acquisition planned by the Customer, support of the acquisition transaction and management of acquired assets. The Contractor shall provide the Customer with consulting services in the following lines:

- on development of the Transaction structure;
- on organization of operation of acquired assets;
- on organization of financing;
- on organization of accounting and taxation;
- on legal support of business;
- in the area of HR policy;
- on sales of products;
- on organization and development of production;
- on technical development;
- on organization of procurement;
- in the area of information and information technologies;
- Other, as agreed between the Parties.

The Customer shall accept and pay for the provided Services within the terms and in accordance with the procedure stipulated in the Contract.

Price and other essential terms and conditions of the transaction:

The cost of the Contractor's Services under the Contract will be the amount of the Contractor's fee, amount of documented overheads and reimbursable expenses. The amount of the fee will be calculated according to time required for provision of the Services, on the basis of hourly rates of the Contractor's employees. The price of the services representing the subject-matter of this transaction shall not exceed 2 percent of the balance sheet value of the Company's assets determined according to data of the accounting statements of the Company as of the most recent accounting date.

The period of effectiveness of the contract: since the date of signing of the Contract until the Parties have fulfilled their obligations under the Contract.

8) The transaction for raising a syndicated loan by the Company executed on the basis of the following contracts (agreements):

1. loan agreement without number dated the 20<sup>th</sup> of March 2008 with further amendments and supplements (hereinafter referred to as the "Loan Agreement");
2. letters-agreements dated the 20<sup>th</sup> of March 2008 and other letters-agreements on fees and commissions relating to the Loan Agreement;
3. supplementary agreement(s) to the Loan Agreement providing, in particular, for amendment of the terms and conditions of the Loan;
4. other documents to be signed on the basis of the above mentioned contracts and agreements (or in connection with the same or in accordance with the same),

concluded between the Company as the borrower and any of the following entities (hereinafter referred to as the "Lenders"): ABN AMRO Bank N.V. (including its London Branch) and/or Merrill Lynch International (including its London Branch) and/or Merrill Lynch International Bank Limited (including its London Branch) as the lead mandated arrangers and/or the lenders (hereinafter collectively referred to as the "Lead Arrangers") and/or affiliates and other entities mentioned in the Loan Documentation as lead arrangers and/or lenders and/or the Royal Bank of Scotland plc and/or its affiliates as the Credit Line Agent or the lender and/or other credit (financial) institutions determined by the Lead Arrangers as well as other entities specified in the Loan Documentation as lenders and/or Credit Line Agent, under the following essential terms and conditions:

(i) the total amount of the Loan; not more than 1,500,000,000 (One billion five hundred million) US dollars;

(ii) purpose of the Loan: financing or refinancing of the following without limitation:

- sums payable by the Company in connection with acquisition (hereinafter referred to as the "Acquisition") of shares (hereinafter referred to as the "Shares") in the company(companies) established under the laws of Great Britain (hereinafter referred to as the "Company"); and/or

- sums of any fees, commissions, costs and expenses (including taxes and compulsory payments) relating to Acquisition, possible further delisting of Shares and/or reorganization (change of the type) of the Company and conclusion and/or execution of the Loan Documentation;
- (iii) the final maturity date of the Loan: not later than the 15<sup>th</sup> of May 2009 (inclusively);
- (iv) interest rate: not more than LIBOR over the relevant interest period plus margin (hereinafter referred to as the "Margin") as follows: within first 6 months since the date of signing of the Loan Documentation – 2.6 percent per annum, then – 2.9 percent per annum, as well as sums of expenses reimbursable to the Lenders associated with observance of requirements of the central bank and/or other bank regulatory and supervision bodies and/or other competent authorities in the area of regulation and supervision in relevant jurisdictions (mandatory cost) payable in accordance with the Loan Agreement;
- (v) amount of penalties payable by the Company in case of any delay in fulfillment by the Company of the obligations for repayment of the debt, accrued on the overdue amount of debt: not more than 2 percent per annum in addition to the interest rate for the Loan;
- (vi) the Loan Arrangement fee: not more than 1.3 percent of the total Loan Amount;
- (vii) the fee for coordination and/or structuring of the Loan: not more than 0.10 percent of the total Loan Amount;
- (viii) the commitment fee on the Loan amounts not drawn down by the Company since the date of signing of the Loan Agreement until expiration of the Availability Period: not more than one third of the applicable Margin;
- (ix) the agent fee: not more than 50,000 US dollars per year;
- (x) security of fulfillment of obligations under the Loan Documentation:
  - guarantees (sureties) to be provided on the joint basis by OJSC HC Yakutugol, LLC Mechel-Finance, LLC Trade House Mechel, Mechel Trading AG and/or their affiliates and/or other entities (including subsidiaries (affiliates) and/or affiliates of the Company) named in the Loan Documentation as guarantors (sureties);
  - other security/collateral to be provided by the Company and/or third parties including subsidiaries (affiliates) and/or affiliates of the Company;
- (xi) applicable law for the Loan Documentation: the English law (unless any other applicable law is agreed by the parties in the Loan Documentation).

To instruct the General Director of the Company (with the right of delegation) to determine and agree the form and substance of final versions of the Loan Documentation within the framework of the essential terms and conditions approved by the Board of Directors of the Company, and to sign the Loan Documentation and other related documents on behalf of the Company (with the right of delegation), and to authorize the General Director (with the right of delegation) to further amend the Loan Documentation and other related documents within the framework of the essential terms and conditions approved by the Board of Directors of the Company, to conclude relevant supplements and/or supplementary agreements and to sign all other necessary documents in connection with this authority.

#### 9) Loan Agreement.

**Parties (beneficiaries) to the transaction:** Open Joint Stock Company Mechel – the "Borrower"; Open Joint Stock Company Holding Company Yakutugol – the "Lender".

**Subject-matter of the transaction:**

The Lender shall extend to the Borrower funds for replenishment of current assets in the amount of 3,400,000,000 (Three billion four hundred million) rubles (hereinafter referred to as the "loan amount") and the Borrower shall repay the Lender the amount of the loan and pay interest on the loan amount at the rate of 14.5 (Fourteen point five tenths) percent per annum.

**Price and other essential terms and conditions of the transaction:**

The total amount of funds to be extended under the loan agreement makes 3,400,000,000 (Three billion four hundred million) rubles;

The interest rate for utilization of the funds makes 14.5 (Fourteen point five tenths) percent per annum.

The term of utilization of the funds – 1 year since the date of provision of the loan amount.

The purpose for extension of the funds: replenishment of current assets.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

10) Loan Agreement.

**Parties (beneficiaries) to the transaction:**

Open Joint Stock Company Mechel – the "Borrower";

Open Joint Stock Company Holding Company Yakutugol – the "Lender".

**Subject-matter of the transaction:**

The Lender shall extend to the Borrower funds for replenishment of current assets in the amount of 3,000,000,000 (Three billion) rubles (hereinafter referred to as the "loan amount") and the Borrower shall repay the Lender the amount of the loan and pay interest on the loan amount at the rate of 14.5 (Fourteen point five tenths) percent per annum.

**Price and other essential terms and conditions of the transaction:**

The total amount of the funds to be extended under the loan agreement makes 3,000,000,000 (Three billion) rubles;

The interest rate for utilization of the funds makes 14.5 (Fourteen point five tenths) percent per annum.

The term of utilization of the funds – 1 year and 6 months since the date of provision of the loan amount.

The purpose for extension of the funds: replenishment of current assets.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

11) Loan Agreement.

**Parties (beneficiaries) to the transaction:**

Open Joint Stock Company Mechel – the "Borrower";

Open Joint Stock Company Holding Company Yakutugol – the "Lender".

**Subject-matter of the transaction:**

The Lender shall extend to the Borrower funds for replenishment of current assets in the amount of 3,000,000,000 (Three billion) rubles (hereinafter referred to as the "loan amount") and the Borrower shall repay the Lender the amount of the loan and pay interest on the loan amount at the rate of 14.5 (Fourteen point five tenths) percent per annum.

**Price and other essential terms and conditions of the transaction:**

The total amount of the funds to be extended under the loan agreement makes 3,000,000,000 (Three billion) rubles;

The interest rate for utilization of funds makes 14.5 (Fourteen point five tenths) percent per annum.

The term of utilization of the funds – 2 years since the date of provision of the loan amount.

The purpose for provision of the funds: replenishment of current assets.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

12) Loan Agreement.

**Parties (beneficiaries) to the transaction:**

Open Joint Stock Company Mechel – the "Borrower";

Open Joint Stock Company Southern Kuzbass Coal Company – the "Lender".

**Subject-matter of the transaction:**

The Lender shall extend to the Borrower the funds for replenishment of current assets in the amount of 1,100,000,000 (One billion one hundred million) rubles (hereinafter referred to as the "loan amount") and the Borrower shall repay the Lender the amount of the loan and to pay interest on the loan amount at the rate of 14.5 (Fourteen point five tenths) percent per annum.

**Price and other essential terms and conditions of the transaction:**

The total amount of the funds to be extended under the loan agreement makes 1,100,000,000 (One billion one hundred million) rubles;

The interest rate for utilization of the funds is 14.5 (Fourteen point five tenths) percent per annum.

The term of utilization of the funds – 1 year since the date of provision of the loan amount.

The purpose for provision of the funds: replenishment of current assets.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

13) Loan Agreement.

**Parties (beneficiaries) to the transaction:**

Open Joint Stock Company Mechel – the "Borrower";

Open Joint Stock Company Southern Kuzbass Coal Company – the "Lender".

**Subject-matter of the transaction:**

The Lender shall extend to the Borrower the funds for replenishment of current assets in the amount of 1,000,000,000 (One billion) rubles (hereinafter referred to as the "loan amount") and the Borrower shall repay the Lender the amount of the loan and pay interest on the loan amount at the rate of 14.5 (Fourteen point five tenths) percent per annum.

**Price and other essential terms and conditions of the transaction:**

The total amount of the funds to be extended under the loan agreement makes 1,000,000,000 (One billion) rubles;

The interest rate for utilization of the funds makes 14.5 (Fourteen point five tenths) percent per annum.

The term of utilization of the funds – 1 year and 6 months since the date of provision of the loan amount.

The purpose for provision of the funds: replenishment of current assets.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

14) Loan Agreement.

**Parties (beneficiaries) to the transaction:** Open Joint Stock Company Mechel – the "Borrower"; Open Joint Stock Company Southern Kuzbass Coal Company – the "Lender".

**Subject-matter of the transaction:**

The Lender shall extend to the Borrower the funds for replenishment of current assets in the amount of 1,000,000,000 (One billion) rubles (hereinafter referred to as the "loan amount") and the Borrower shall repay the Lender the amount of the loan and pay interest on the loan amount at the rate of 14.5 (Fourteen point five tenths) percent per annum.

**Price and other essential terms and conditions of the transaction:**

The total amount of the funds to be extended under the loan agreement makes 1,000,000,000 (One billion) rubles;

The interest rate for utilization of the funds makes 14.5 (Fourteen point five tenths) percent per annum.

The term of utilization of the funds – 2 years since the date of provision of the loan amount.

The purpose for provision of the funds: replenishment of current assets.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

15) Supplementary Agreement to Loan Agreement No. 419/07 concluded between Open Joint Stock Company Mechel (the "Borrower") and the Open Joint Stock Company "Southern Urals Nickel Plant" (the "Lender") on 20.06.2007 stipulating that the term of repayment of the loan is extended by 1 (one) year and the interest rate for utilization of the funds is increased up to 9.2 (nine point two tenths) percent per annum.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

16) Loan Agreement.

**Parties (beneficiaries) to the transaction:**

Open Joint Stock Company Mechel – the "Borrower";

Open Joint Stock Company Southern Kuzbass Coal Company – the "Lender".

**Subject-matter of the transaction:**

The Lender shall extend to the Borrower the funds for replenishment of current assets in the amount of 1,150,000,000 (One billion one hundred fifty million) rubles (hereinafter referred to as the "loan amount") and the Borrower shall repay the Lender the amount of the loan and pay interest on the loan amount at the rate of 9.2 (Nine point two tenths) percent per annum.

**Price and other essential terms and conditions of the transaction:**

The total amount of the funds to be extended under the loan agreement makes 1,150,000,000 (One billion one hundred fifty million) rubles;

The interest rate for utilization of the funds makes 9.2 (Nine point two tenths) percent per annum.  
The term of utilization of the funds – 1 year since the date of provision of the loan amount.  
The purpose for provision of the funds: replenishment of current assets.  
The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

17) Loan Agreement.

***Parties (beneficiaries) to the transaction:***

Open Joint Stock Company Mechel – the "Borrower";

Open Joint Stock Company Southern Kuzbass Coal Company – the "Lender".

***Subject-matter of the transaction:***

The Lender shall extend to the Borrower the funds for replenishment of current assets in the amount of 1,150,000,000 (One billion fifty million) rubles (hereinafter referred to as the "loan amount") and the Borrower shall repay the Lender the amount of the loan and pay interest on the loan amount at the rate of 9.2 (Nine point two tenths) percent per annum.

***Price and other essential terms and conditions of the transaction:***

The total amount of the funds to be extended under the loan agreement makes 1,050,000,000 (One billion fifty million) rubles;

The interest rate for utilization of the funds makes 9.2 (Nine point two tenths) percent per annum.

The term of utilization of the funds – 2 years since the date of provision of the loan amount.

The purpose for provision of the funds: replenishment of current assets.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

18) Loan Agreement.

***Parties (beneficiaries) to the transaction:***

Open Joint Stock Company Mechel – the "Borrower";

Open Joint Stock Company Southern Kuzbass Coal Company – the "Lender".

***Subject-matter of the transaction:***

The Lender shall extend to the Borrower the funds for replenishment of current assets in the amount of 1,000,000,000 (One billion) rubles (hereinafter referred to as the "loan amount") and the Borrower shall repay the Lender the amount of the loan and pay interest on the loan amount at the rate of 9.2 (Nine point two tenths) percent per annum.

***Price and other essential terms and conditions of the transaction:***

The total amount of the funds to be extended under the loan agreement makes 1,000,000,000 (One billion) rubles;

The interest rate for utilization of the funds makes 9.2 (Nine point two tenths) percent per annum.

The term of utilization of the funds – 3 years since the date of provision of the loan amount.

The purpose for provision of the funds: replenishment of current assets.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

19) Loan Agreement.

***Parties (beneficiaries) to the transaction:***

Open Joint Stock Company Mechel – the "Borrower";

Open Joint Stock Company "Chelyabinsk Metallurgical Plant" – the "Lender".

***Subject-matter of the transaction:***

The Lender shall extend to the Borrower the funds for replenishment of current assets in the amount of 1,350,000,000 (One billion three hundred fifty million) rubles (hereinafter referred to as the "loan amount") and the Borrower shall repay the Lender the amount of the loan and pay interest on the loan amount at the rate of 9.2 (Nine point two tenths) percent per annum.

***Price and other essential terms and conditions of the transaction:***

The total amount of the funds to be extended under the loan agreement makes 1,350,000,000 (One billion three hundred fifty million) rubles;

The interest rate for utilization of the funds makes 9.2 (Nine point two tenths) percent per annum.

The term of utilization of the funds – 1 year since the date of provision of the loan amount.

The purpose for provision of the funds: replenishment of current assets.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

20) Loan Agreement.

***Parties (beneficiaries) to the transaction:***

Open Joint Stock Company Mechel – the "Borrower";

Open Joint Stock Company "Chelyabinsk Metallurgical Plant" – the "Lender".

***Subject-matter of the transaction:***

The Lender shall extend to the Borrower the funds for replenishment of current assets in the amount of 1,250,000,000 (One billion two hundred fifty million) rubles (hereinafter referred to as the "loan amount") and the Borrower shall repay the Lender the amount of the loan and pay interest on the loan amount at the rate of 9.2 (Nine point two tenths) percent per annum.

***Price and other essential terms and conditions of the transaction:***

The total amount of the funds to be extended under the loan agreement makes 1,250,000,000 (One billion two hundred fifty million) rubles;

The interest rate for utilization of the funds makes 9.2 (Nine point two tenths) percent per annum.

The term of utilization of the funds – 2 years since the date of provision of the loan amount.

The purpose for provision of the funds: replenishment of current assets.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

21) Loan Agreement.

***Parties (beneficiaries) to the transaction:***

Open Joint Stock Company Mechel – the "Borrower";

Open Joint Stock Company "Chelyabinsk Metallurgical Plant" – the "Lender".

***Subject-matter of the transaction:***

The Lender shall extend to the Borrower the funds for replenishment of current assets in the amount of 1,150,000,000 (One billion one hundred fifty million) rubles (hereinafter referred to as the "loan amount") and the Borrower shall repay the Lender the amount of the loan and pay interest on the loan amount at the rate of 9.2 (Nine point two tenths) percent per annum.

***Price and other essential terms and conditions of the transaction:***

The total amount of the funds to be extended under the loan agreement makes 1,150,000,000 (One billion one hundred fifty million) rubles;

The interest rate for utilization of the funds makes 9.2 (Nine point two tenths) percent per annum.

The term of utilization of the funds – 3 years since the date of provision of the loan amount.

The purpose for provision of the funds: replenishment of current assets.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

22) Loan Agreement.

***Parties (beneficiaries) to the transaction:***

Open Joint Stock Company Mechel – the "Borrower";

Open Joint Stock Company "Southern Urals Nickel Plant" – the "Lender".

***Subject-matter of the transaction:***

The Lender shall extend to the Borrower the funds for replenishment of current assets in the amount of 280,000,000 (Two hundred eighty million) rubles (hereinafter referred to as the "loan amount") and the Borrower shall repay the Lender the amount of the loan and pay interest on the loan amount at the rate of 9.2 (Nine point two tenths) percent per annum.

***Price and other essential terms and conditions of the transaction:***

The total amount of the funds to be extended under the loan agreement makes 280,000,000 (Two hundred eighty million) rubles;

The interest rate for utilization of the funds makes 9.2 (Nine point two tenths) percent per annum.

The term of utilization of the funds – 1 year since the date of provision of the loan amount.

The purpose for provision of the funds: replenishment of current assets.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

23) Loan Agreement.

***Parties (beneficiaries) to the transaction:***

Open Joint Stock Company Mechel – the "Borrower";

Open Joint Stock Company "Southern Urals Nickel Plant" – the "Lender".

***Subject-matter of the transaction:***

The Lender shall extend to the Borrower the funds for replenishment of current assets in the amount of 250,000,000 (Two hundred fifty million) rubles (hereinafter referred to as the "loan amount") and the Borrower shall repay the Lender the amount of the loan and pay interest on the loan amount at the rate of 9.2 (Nine point two tenths) percent per annum.

***Price and other essential terms and conditions of the transaction:***

The total amount of the funds to be extended under the loan agreement makes 250,000,000 (Two hundred fifty million) rubles;

The interest rate for utilization of the funds makes 9.2 (Nine point two tenths) percent per annum.

The term of utilization of the funds – 2 years since the date of provision of the loan amount.

The purpose for provision of the funds: replenishment of current assets.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

24) Loan Agreement.

***Parties (beneficiaries) to the transaction:***

Open Joint Stock Company Mechel – the "Borrower";

Open Joint Stock Company "Southern Urals Nickel Plant" – the "Lender".

***Subject-matter of the transaction:***

The Lender shall extend to the Borrower the funds for replenishment of current assets in the amount of 230,000,000 (Two hundred thirty million) rubles (hereinafter referred to as the "loan amount") and the Borrower shall repay the Lender the amount of the loan and pay interest on the loan amount at the rate of 9.2 (Nine point two tenths) percent per annum.

***Price and other essential terms and conditions of the transaction:***

The total amount of the funds to be extended under the loan agreement makes 230,000,000 (Two hundred thirty million) rubles;

The interest rate for utilization of the funds makes 9.2 (Nine point two tenths) percent per annum.

The term of utilization of the funds – 3 years since the date of provision of the loan amount.

The purpose for provision of the funds: replenishment of current assets.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

25) Contract for providing of a set of consulting services.

***Parties (beneficiaries) to the transaction:***

Open Joint Stock Company Mechel – the "Contractor";

TOO Mechel-Service Asia – the "Customer"

***Subject-matter of the transaction:***

The Contractor shall provide the Customer, in accordance with the procedure, terms and conditions under the Contract, with consulting services, hereinafter referred to as the "**Services**", in the following business lines and business activities of the Customer:

- Financial operations;
- Marketing research;
- Accounting and taxation;
- Legal support of business;
- HR policy;
- Raising investments;
- Sale of products;

- Organization and development of production;
- Technical development;
- Arranging of procurement;
- Information and information technologies;
- Other, as agreed between the Parties, Price and other essential terms and conditions of the transaction:

The cost of the Contractor's Services under the Contract will be the amount of the Contractor's fee to be calculated on the basis of hourly rates of the Contractor's employees and time spent by them for provision of the services as well as the amount of overheads and reimbursable expenses. Overheads mean expenses borne by the Contractor in connection with assignment of its specialists within the territory of Russia and, if necessary, abroad, for the purpose to provide the Services under the Contract. Reimbursable expenses mean documented expenses of the Contractor in consideration for third party's services.

Hourly rates of the Contractor's specialists:

Position	Hourly rate – equivalent of amount in US dollars
General Director	300.00
Senior Vice President	250.00
Vice President	240.00
Director of Administration	240.00
Advisor	240.00
Deputy Head of the Administration	170.00
Head of the Department	100.00
Deputy Head of the Department	70.00
Head of the Unit	50.00
Deputy Head of the Unit	35.00
Senior Specialist	30.00
Specialists	25.00

The term of the contract – since the date of signing until 30.06.2010. The Contract shall apply to relations between the Parties arising since 01.05.2009. If after expiration of the term of validity of the Contract neither of the Parties requires termination thereof, the Contract shall be deemed extended by one year. The number of such extensions is unlimited.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

## 26) Guarantee Agreement.

Parties to the transaction:

The Guarantor: OJSC Mechel;

The Lender: RAIFFEISEN ZENTRALBANK OSTERREICH AKTIENGESELLSCHAFT;

The Beneficiary (Principal, Borrower): OJSC CMP;

Subject-matter, price of the transaction and other essential terms and conditions:

The Guarantor shall bear joint liability to the Lender for the Borrower fulfilling all its obligations arising from the Loan Agreement concluded between the Lender and the Borrower under the following terms and conditions:

- the parties:

OJSC CMP (the Borrower);

RAIFFEISEN ZENTRALBANK OSTERREICH AKTIENGESELLSCHAFT (the Lender);

- the total amount of funds to be extended under the Loan Agreement: up to EUR 14,305,500 (Fourteen million three hundred five thousand five hundred Euro) (plus expenses of RAIFFEISEN ZENTRALBANK OSTERREICH AKTIENGESELLSCHAFT associated with obtaining a guarantee from OeKV in the amount not more than EUR 670,000 (Six hundred seventy thousand Euro));
- the credit line term: 18 months;
- the interest rate: equal to the sum of 3-months EURIBOR, additional fixed amount set by OeKV at the rate of 1.8% per annum and the Margin (as defined in the Loan Agreement) payable on the quarterly basis;
- Margin 0.5% per annum;
- The undrawn amount fee: 0.25% per annum of the balance of the maximum Loan Amount (as defined in the Loan Agreement) not utilized;
- The arrangement fee: 0.30% of the amount of the Loan Agreement. The fee is payable within 30 days from the date of the Loan Agreement;

The Guarantee validity period: the period commencing on the date of the Guarantee Contract until the earlier of the following dates:

- (a) date falling in two (2) years after the Final Repayment Date (as defined in the Loan Agreement); or
- (b) date when RAIFFEISEN ZENTRALBANK OSTERREICH AKTIENGESELLSCHAFT (as the Lender) notifies the Guarantor in writing that all the Borrower's obligations under the Loan Agreement have been irrevocably discharged in full and the Borrower does not have any obligation or liability, whether present or future, actual or contingent, under the Loan Agreement.

To instruct the General Director of OJSC Mechel Zuzin Igor Vladimirovich to sign, on behalf of OJSC Mechel, the Guarantee Agreement under the terms and conditions provided by this resolution and to authorize the General Director of OJSC Mechel for further amendment of the Guarantee Agreement and other related documents within the framework of the essential terms and conditions approved by the Board of Directors of OJSC Mechel, conclusion of relevant supplements and/or supplementary agreements and signing of all other necessary documents associated with this authority.

27) The transaction for acquisition of supplementary shares in Mechel Service Global B.V. acquired by OJSC Mechel in the course of offering thereof:

Parties (beneficiaries) to the transaction:

OJSC Mechel (hereinafter also referred to as the Society) and Private Joint Stock Company Mechel Service Global B.V. (hereinafter also referred to as the Company)

Subject-matter, price of the transaction and other essential terms and conditions:

In consideration for additional ordinary shares in the Company with the nominal value equal to the offering price equal to 1 (One) Euro per share acquired by the Society, the Society shall transfer to the Company for ownership its share in the authorized capital stock of LLC Mechel-Service in the amount of 99.96% of the authorized capital stock of LLC Mechel-Service with the nominal value of 500,800,000 rubles having monetary evaluation equal to the market value of the share determined by the Board of Directors of the Society on the basis of the appraisal of the independent appraiser American Appraisal (AAP), Inc. (address of location: 411 East Wisconsin Avenue, Suite 1900, Milwaukee, Wisconsin, USA, Branch of American Appraisal (AAP), Inc. in Moscow: Russian Federation, 119180, Moscow, the 1<sup>st</sup> Khvostov per., 11-A), amounting to the sum denominated in Euro, the equivalent whereof in rubles recalculated at the official exchange rate of Euro to ruble set by the European Central Bank (ECB) as of the date of offering of additional shares in the Company the date of the Notarial deed of issue of shares executed in accordance with norms of the Civil Code of the Netherlands will be 3,318,000,000 (Three billion three hundred eighteen million) rubles.

The title right for the additional ordinary shares in the Company will pass over to the Society on the date of the Notarial deed of issue of shares.

The participatory share in the authorized capital stock of LLC Mechel-Service in the amount of 99.96% of the authorized capital stock in LLC Mechel-Service will pass over to the Company since the date of the notarization of this transaction.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 05.08.2009.*

28) Loan Agreement.

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Holding Company Yakutugol (the "Borrower").
- Open Joint Stock Company Mechel (the "Lender");

Subject-matter of the transaction:

In accordance with the loan agreement, Open Joint Stock Company Mechel (the Lender) shall provide Open Joint Stock Company Holding Company "Yakutugol" (the Borrower) with funds and the Borrower shall repay the received loan amount and pay interest for using the funds.

Transaction price and other essential terms and conditions:

- a) the total amount of funds to be extended under the loan agreement makes 1,000,000,000 (One billion) rubles;
  - b) the interest rate for utilization of the funds makes 19.5 % (nineteen point fifteen percent) per annum;
  - c) the term of utilization of the funds; 2 years since the date of the first disbursement of the loan amount to the Borrower's account;
  - d) the purpose for provision of the funds: for replenishment of current assets;
  - e) the Borrower's possibility to prepay the loan amount and interest fully or partially subject to prior written consent of the Lender
  - f) the loan shall be disbursed in parts by means of transfer of loan amounts to the settlement account of the Borrower.
- The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 05.08.2009.*

29) Supplementary agreement to target loan agreement No. 13.155-05/843-05 (the "Agreement");

Parties to the transaction: Mechel International Holding GmbH (the Lender); Open Joint Stock Company Mechel (the Borrower).

The Supplementary Agreement stipulates that the Lender shall provide the Borrower with funds (hereinafter referred to as the "loan amount") for the purpose to finance current assets of the latter, in such amount and under such terms and conditions as provided for by the Agreement, and the Borrower shall repay the Lender the loan amount received under the Agreement and pay interest for utilization of the funds at the rate of 4.5% (Four point five tenths percent) per annum.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 11.08.2009.*

30) Supplementary Agreement to Target Loan Agreement No. 186/M-07 (the "Agreement");

Parties to the transaction: Mechel Trading AG (the Lender); Open Joint Stock Company Mechel (the Borrower).

The Supplementary Agreement is concluded under the following essential terms and conditions: The Lender shall provide the Borrower with funds (hereinafter referred to as the "loan amount") for the purpose to finance current assets of the latter, in such amount and under such terms and conditions as provided for by the Agreement, and the Borrower shall repay the Lender the loan amount received under the Agreement and pay interest for utilization of the funds at the rate of 4 % (Four percent) per annum.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 11.08.2009.*

31) Supplementary Agreement to Loan Agreement No. 123/M-06 (the "Agreement");

Parties to the transaction: Mechel Trading AG (the Lender); Open Joint Stock Company Mechel (the Borrower).

The Supplementary Agreement is concluded under the following essential terms and conditions: The Lender shall provide the Borrower with funds (hereinafter referred to as the "loan amount") for the purpose to finance current assets of the latter, in such amount and under such terms and conditions as provided for by the Agreement, and the Borrower shall repay the Lender the loan amount received under the Agreement and pay interest for utilization of funds at the rate of 4 % (Four percent) per annum.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 11.08.2009.*

32) Supplementary Agreement to Loan Agreement No. 102/M-06 (the "Agreement");  
Parties to the transaction: Mechel Trading AG (the Lender); Open Joint Stock Company Mechel (the Borrower).

The Supplementary Agreement is concluded under the following essential terms and conditions: The Lender shall provide the Borrower with funds (hereinafter referred to as the "loan amount") for the purpose to finance current assets of the latter, in such amount and under such terms and conditions as provided for by the Agreement, and the Borrower shall repay to the Lender the loan amount received under the Agreement and pay interest for utilization of funds until the 24<sup>th</sup> of July 2010.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 11.08.2009.*

33) Supplementary Agreement to Loan Agreement No. 91730123 (the "Agreement");  
Parties to the transaction: Limited Liability Company Trade House Mechel (the Lender); Open Joint Stock Company Mechel (the Borrower).

The Supplementary Agreement is concluded under the following essential terms and conditions: The Lender shall provide the Borrower with funds (hereinafter referred to as the "loan amount") for the purpose to finance current assets of the latter, in such amount and under such terms and conditions as provided for by the Agreement, and the Borrower shall repay the Lender the loan amount received under the Agreement and pay interest for utilization of funds at the rate of 8.8 % (Eight point eight tenths percent) per annum until the 24<sup>th</sup> of August 2010.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 11.08.2009.*

34) Contract for safe custody of notes (hereinafter referred to as the "Contract");  
Parties to the transaction: Open Joint Stock Company Chelyabinsk Metallurgical Plant (the Baylor); Open Joint Stock Company Mechel (the Custodian).

The Contract is concluded under the following essential terms and conditions:

The Custodian shall accept for safe custody promissory notes (serial numbers: from 2009-63 to 2009-77) held by the Baylor and return the same in the safe condition.

Transfer of the notes shall be evidenced by a certificate of delivery and acceptance to be signed by the Baylor and the Custodian.

The Baylor shall pay to the Custodian a monthly fee for safe custody in the amount of 2,000.00 (Two thousand) rubles inclusive of VAT 18%.

The Contract shall come into force since the time of being signed by the Parties and shall stay valid until the 16<sup>th</sup> of July 2011. The Contract shall be deemed extended for an uncertain period of time unless either of the Baylor or the Custodian declares on termination thereof 14 days prior to expiration of the Contract. The Custodian shall to return the promissory notes to the Baylor or the person designated by it as the recipient upon expiration of this contract or at first demand by the Baylor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 11.08.2009.*

35) Contract for safe custody of promissory notes (hereinafter referred to as the "Contract");  
Parties to the transaction: Open Joint Stock Company Southern Kuzbass Coal Company (the Baylor); Open Joint Stock Company Mechel (the Custodian).

The Contract is concluded under the following essential terms and conditions:

The Custodian shall accept for safe custody the notes held by the Baylor with the following serial numbers: from 2009-28 to 2009-62) and return the same in the safe condition.

Transfer of the notes shall be evidenced by a certificate of delivery and acceptance to be signed by the Baylor and the Custodian.

The Baylor shall pay to the Custodian a monthly fee for safe custody in the amount of 2,000.00 (Two thousand) rubles inclusive of VAT 18%.

The Contract shall come into force since the time of being signed by the Parties and shall stay valid until the 16<sup>th</sup> of July 2011. The Contract shall be deemed extended for an uncertain period of time unless either of the Baylor or the Custodian declares on termination thereof 14 days prior to expiration of the Contract. The Custodian shall return the notes to the Baylor or the person designated by it as the recipient upon expiration of this contract or at first demand by the Baylor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 11.08.2009.*

36) Contract for safe custody of promissory notes (hereinafter referred to as the "Contract"); Parties to the transaction: Open Joint Stock Company "Southern Urals Nickel Plant" (the Baylor); Open Joint Stock Company Mechel (the Custodian).

The Contract is concluded under the following essential terms and conditions:

The Custodian shall accept for safe custody the notes held by the Baylor with the following serial numbers: from 2009-78 to 2009-86) and to return the same in the safe condition.

Transfer of the notes shall be evidenced by a certificate of delivery and acceptance to be signed by the Baylor and the Custodian.

The Baylor shall pay to the Custodian a monthly fee for safe custody in the amount of 2,000.00 (Two thousand) rubles inclusive of VAT 18%.

The Contract shall come into force since the time of being signed by the Parties and shall stay valid until the 16<sup>th</sup> of July 2011. The Contract shall be deemed extended for an uncertain period of time unless either of the Baylor or the Custodian declares on termination thereof 14 days prior to expiration of the Contract. The Custodian is obliged to return the notes to the Baylor or the person designated by it as the recipient upon expiration of this contract or at first demand by the Baylor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 11.08.2009.*

37) Supplementary Agreement to Loan Agreement No. 111/M-06 dated 09.08.2009 (hereinafter referred to as the "Agreement").

Parties to the transaction: Littel Eco Limited (the Lender); Open Joint Stock Company Mechel (the Borrower).

The Supplementary Agreement is concluded under the following essential terms and conditions:

The Lender shall provide the Borrower with funds (hereinafter referred to as the "loan amount for the purpose to finance current assets of the latter, in such amount and under such terms and conditions as provided for by the Agreement, and the Borrower shall repay the Lender the loan amount received under the Agreement and pay interest for utilization of the funds at the rate of 4.5 % (Four point five tenths percent) per annum until the 11<sup>th</sup> of August 2010.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 11.08.2009.*

38) Supplementary Agreement to Loan Agreement No. 92730012 dated 29.08.2007 (hereinafter referred to as the "Agreement").

Parties to the transaction: Limited Liability Company Mechel-Finance (the Lender); Open Joint Stock Company Mechel (the Borrower).

The Supplementary Agreement is concluded under the following essential terms and conditions:

The Lender shall provide the Borrower with funds (hereinafter referred to as the "loan amount") for the purpose to finance current assets of the latter, in such amount and under such terms and conditions as provided for by the Agreement, and the Borrower shall repay the Lender the loan amount received under the Agreement and pay interest for utilization of the funds at the rate of 8.6 % (Eight point six tenths percent) per annum until the 29<sup>th</sup> of August 2010.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 11.08.2009.*

39) Supplementary Agreement to Loan Agreement No. 187/M-07 dated 29.08.2007 (hereinafter referred to as the "Agreement").

Parties to the transaction: Open Joint Stock Company Southern Kuzbass Coal Company (the Lender); Open Joint Stock Company Mechel (the Borrower).

The Supplementary Agreement is concluded under the following essential terms and conditions:

The Lender shall provide the Borrower with funds (hereinafter referred to as the "loan amount") for the purpose to finance current assets of the latter, in such amount and under such terms and conditions as provided for by the Agreement, and the Borrower shall repay to the Lender the loan amount received under the Agreement and pay interest for utilization of the funds at the rate of 8.6 % (Eight point six tenths percent) per annum until the 31<sup>st</sup> of August 2010.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 11.08.2009.*

40) Loan Agreement.

Parties to the transaction: Open Joint Stock Company Southern Kuzbass Coal Company (OJSC Southern Kuzbass Coal Company); Open Joint Stock Company Mechel.

Subject-matter of the transaction:

In accordance with the loan agreement(s) Open Joint Stock Company Mechel (the Lender) shall provide Open Joint Stock Company Southern Kuzbass Coal Company (the Borrower) with funds and the Borrower shall repay the received loan amount and pay interest for using the funds.

Transaction price and other essential terms and conditions:

a) The total amount of the funds to be extended under the loan agreement(s) makes 250,000,000.00 (Two hundred fifty million) rubles;

b) the interest rate for utilization of the funds makes 8.6% per annum;

c) the term of utilization of the funds; the Loan amount provided to the Borrower shall be repaid to the Lender 2 (Two) years after the date of disbursement of the Loan Amount;

d) the purpose for provision of the funds: for replenishment of current assets;

e) the Borrower shall pay Interest at the Date of Repayment of the Loan Amount;

f) the Borrower's possibility to prepay the loan amount and interest fully or partially

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 24.09.2009.*

41) Supplementary Agreement No. 3 to Loan Agreement No. 182/M-07 dated 24.08.2007 (hereinafter referred to as the "Agreement").

Parties to the transaction: ZONELINE LIMITED (the Lender); Open Joint Stock Company Mechel (the Borrower).

The Supplementary Agreement amends the following essential terms and conditions of the Agreement;

the term of utilization of the funds: the loan amount shall be repaid to the Lender at the date 3 (three) years after the date of disbursement of the Loan Amount in full;

the interest under this Agreement is payable by the Borrower to the Lender in US dollars. The interest under this Agreement shall be paid by the Borrower simultaneously with repayment of the loan amount.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 24.09.2009.*

42) Supplementary Agreement No. 3 to Loan Agreement No. 191/M-07 dated the 6<sup>th</sup> of September 2007 (hereinafter referred to as the "Agreement").

Parties to the transaction: Open Joint Stock Company Chelyabinsk Metallurgical Plant (the Lender); Open Joint Stock Company Mechel (the Borrower). The Supplementary Agreement amends the following essential terms and conditions of the Agreement;

the term of utilization of funds: the loan amount shall be repaid to the Lender at the date 3 (three) years after the date of disbursement of the Loan Amount in full;  
the interest under this Contract is payable by the Borrower to the Lender in US dollars. The interest under this Agreement shall be paid by the Borrower simultaneously with repayment of the loan amount.  
The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 24.09.2009.*

43) Supplementary Agreement No. 4 to Loan Agreement No. 13.155-05/843-05 dated 12.07.2005 (hereinafter referred to as the "Agreement").

Parties to the transaction: Mechel International Holding GmbH (the Lender); Open Joint Stock Company Mechel (the Borrower).

The Supplementary Agreement amends the following essential terms and conditions of the Agreement;  
the term of utilization of the funds: the loan amount shall be repaid to the Lender on the 15<sup>th</sup> of October 2010.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 24.09.2009.*

44) Supplementary Agreement No. 4 to Loan Agreement No. 629/M-06 dated the 22<sup>nd</sup> of December 2006 (hereinafter referred to as the "Agreement").

Parties to the transaction: Open Joint Stock Company Southern Urals Nickel Plant (the Lender); Open Joint Stock Company Mechel (the Borrower).

The Supplementary Agreement amends the following essential terms and conditions of the Agreement;  
The Lender shall provide the Borrower with funds (hereinafter referred to as the "loan amount") for the purpose to finance current operations of the latter, in such amount and under such terms and conditions as provided for by the Agreement, and the Borrower shall repay the Lender the loan amount received under the Agreement and pay interest for utilization of funds at the rate of 8.6 % per annum.

The loan amount shall be repaid to the Lender on a lump-sum basis at the date 4 (three) years after the date of disbursement of the Loan Amount;

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 24.09.2009.*

45) Supplementary Agreement No. 3 to loan agreement No. 123/M-06 dated 04.09.2006. (hereinafter referred to as the "Agreement");

Parties to the transaction: Mechel Trading AG (the Lender); Open Joint Stock Company Mechel (the Borrower).

The Supplementary Agreement amends the following essential terms and conditions of the Agreement;  
the term of utilization of the funds: the loan amount shall be repaid to the Lender on the date 4 (four) years after the date of disbursement of the Loan Amount in full;

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 24.09.2009.*

46) Loan Agreement.

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel - the Lender;
- Open Joint Stock Company Holding Company Yakutugol - the Borrower.

Subject-matter of the transaction:

The Lender shall provide the Borrower with funds (hereinafter referred to as the "Loan") for the purpose to replenish current assets of the latter, in such amount and under such terms and conditions as provided for by the Agreement, and the Borrower shall repay the Lender the loan amount received under the Agreement and pay interest for utilization of funds.

Transaction price and other essential terms and conditions:

- a) the total amount of the funds to be extended under the loan agreement(s) makes 2,000,000,000.00 (Two billion) rubles 00 kopecks (hereinafter referred to as the "Loan Amount");
- b) the interest rate for utilization of the funds makes 19.5 % per annum;
- c) the term of utilization of the funds; the entire loan amount provided to the Borrower under this Agreement shall be repaid to the Lender until the 1<sup>st</sup> of March 2011;
- e) the Borrower shall pay Interest on the Date of Repayment of the Loan Amount;
- f) the Borrower's possibility to prepay the loan amount and interest fully or partially.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 24.09.2009.*

#### 47) Loan Agreement.

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;
- Open Joint Stock Company Chelyabinsk Metallurgical Plant (OJSC CMP) – the Lender;

Subject-matter of the transaction:

The Lender shall provide the Borrower with funds (hereinafter referred to as the "Loan") for the purpose to finance current operations of the latter, in such amount and under such terms and conditions as provided for by this Agreement, and the Borrower shall repay the Lender the loan amount received under the Agreement and pay interest for utilization of the funds.

Transaction price and other essential terms and conditions:

- a) the total amount of the funds to be extended under the loan agreement(s) makes 400,000,000.00 (Four hundred million) rubles (hereinafter referred to as the "Loan Amount");
- b) the interest rate for utilization of the funds makes 8.6% per annum;
- b) the term of utilization of the funds; the entire loan amount provided to the Borrower under this Agreement shall be repaid to the Lender until the 27<sup>th</sup> of August 2010;
- e) the Borrower shall pay Interest on the Date of Repayment of the Loan Amount;
- f) the Borrower's possibility to prepay the loan amount and interest fully or partially.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 24.09.2009.*

#### 48) Supplementary Agreement No. 4 to Loan Agreement No. 186/M-07 dated 29.08.2007 (hereinafter referred to as the "Agreement").

The Parties: Open Joint Stock Company Mechel (the Borrower) and Mechel Trading AG (the Lender).

The Supplementary Agreement amends the following essential terms and conditions of the Agreement;

the term of utilization of the funds: the loan amount shall be repaid to the Lender at the date 3 (three) years after the date of disbursement of the Loan Amount in full;

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 24.09.2009.*

#### 49) The Contract for sale and purchase of a software product.

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Seller;
- Limited Liability Company Fincom-Invest – the Purchaser

Subject-matter of the transaction:

The Seller shall sell the Software as well as documentation relating to the Software to the Purchaser not later than 5 (Five) business days from the date of signing of the contract by the parties.

Transaction price and other essential terms and conditions:

- a) The Price of the Software product makes 130,000.00 (One hundred thirty thousand) rubles inclusive of VAT;
- b) payment for the software product shall be made on the basis of an invoice issued to the Purchaser representing an integral part of the contract, not later than 3 business days since the date of issue of the invoice;

c) the Seller shall, not later than 5 days from the time of signing of the Certificate of Delivery and Acceptance of the Software Product, issue an invoice to be executed in accordance with article 169 of the Tax Code of the Russian Federation.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 24.09.2009.*

50) Contract of lease of premise and property.

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Lessee;
- Open Joint Stock Company Coal Company Southern Kuzbass (OJSC Southern Kuzbass) – the Lessor;

Subject-matter of the transaction:

The Lessor shall provide the Lessee with the office premise located at the following address for temporary disposal for a consideration: Kemerovo Region, city of Mezhdurechensk, Yunosti street, 6, hereinafter referred to as the "Premise", in accordance with Annex 1 to the Contract, consisting of 1 room with the area of 16.6 square meters, on the third floor, with the following furniture: wardrobe for clothes, 5-section wardrobe, drawer unit, armchair, in accordance with the Annex 4 to the Contract, equipped with an air conditioner, structured telephone-computation network, office equipment in accordance with the reference, and the Lessee shall accept the premise and the Property and pay the rental for the same.

Transaction price and other essential terms and conditions:

- a) The Rental for use of the Premise amounts to 3,751.56 per month exclusive of VAT.
- b) The Lessee shall pay the rental by means of transfer of funds to the settlement account of the Lessor. The above mentioned payments shall be made by the Lessee until the fifth day of each calendar month following the accounting month on the basis of an invoice issued by the Lessor as well as the Certificate of provided services;
- c) The premise and the property shall be transferred to the Lessee for the purpose to conduct business.
- d) the Contract is concluded until 01.06.2010.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 24.09.2009.*

51) Guarantee Agreement.

Parties (beneficiaries) to the transaction:

The Guarantor – Open Joint Stock Company Mechel (hereinafter referred to as the "Guarantor") and the Lender – Limited Liability Company Brunswick Rail Leasing (hereinafter referred to as "BRL").

Subject-matter of the transaction: The Guarantor obliges to BRL to bear joint liability for Limited Liability Company Mechel-Trans (hereinafter referred to as the "Debtor") fulfilling its financial obligations under Contract No. M-1 dated the 3<sup>rd</sup> of November 2004 as amended by Supplementary Agreement No. 5 dated the 27<sup>th</sup> of August 2009 (hereinafter referred to as the "Agreement-1") between the Lender and the Debtor, Agreement on settlement of a dispute relating to the claims within arbitration proceedings No. 67/2009 at the International Commercial Arbitration Court at the Chamber of Industry and Commerce of the Russian Federation between the Lender and the Debtor dated the 27<sup>th</sup> of August 2009 (hereinafter referred to as the "Agreement-2") and the Agreement on reimbursement of expenses dated the 27<sup>th</sup> of August 2009 concluded between the Lender and the Debtor (hereinafter referred to as the "Agreement-3") under the following essential terms and conditions:

Price of the transaction: The limited amount of obligations of the Guarantor under this Contract is equal to 42,988,972.66 (Forty two million nine hundred eighty eight thousand nine hundred seventy two and 66/100) US dollars, including:

- In relation to Agreement-1 the limit of liability of the Guarantor to the Lender is the amount equivalent to 42,988,972.66 (Forty two million nine hundred eighty eight thousand nine hundred seventy two and 66/100) US dollars, for non-fulfillment of its payment obligations by the Debtor:
  - (a) the debt for Payments for use of the Vans during the period from the 1<sup>st</sup> of March to the 31<sup>st</sup> of August 2009 inclusively;
  - (b) for payment of the Fee for possession and use of the Vans over September 2009;
  - (c) for payment of the Fee for possession and use of the Vans over the period from the 1<sup>st</sup> of October 2009 to the 31<sup>st</sup> of August 2012 inclusively,

Herewith:

(a) as regards to the Debtor's obligations to pay the debt for Payments for use of the Vans during the period from the 1<sup>st</sup> of March to the 31<sup>st</sup> of August 2009 inclusively, the limit of liability of the Guarantor is the amount equivalent to 5,766,684.02 (Five million seven hundred sixty six thousand six hundred eighty four and 02/100) US dollars including VAT 18%;

(b) as regards to payment of the Fee for possession and use of the Vans over September 2009 the limit of liability of the Guarantor is the amount equivalent to 1,012,015.20 (One million twelve thousand fifteen and 20/100) US dollars including VAT 18%;

(a) as regards to the Debtor's obligations to pay the debt for Payments for use and possession of the Vans during the period from the 1<sup>st</sup> of October 2009 to the 31<sup>st</sup> of August 2012 inclusively, the limit of liability of the Guarantor is the amount equivalent to 35,960,273.44 (Thirty five million nine hundred sixty thousand two hundred seventy three and 44/100) US dollars including VAT 18%;

For the purpose of this paragraph the terms "Payments", "Vans" are used with the meanings which are assigned to these terms in Contract No. M-1 dated the 3<sup>rd</sup> of November 2004 between the Lender and the Debtor.

- As regards to Agreement-2 and the Agreement-3 the limit of liability of the Guarantor to the Lender is the amount equivalent to 250,000.00 (Two hundred fifty thousand and 00/100) US dollars as a compensation of documented expenses of the Lender actually borne by the Lender in connection with the legal proceedings at the International Commercial Arbitration Court at the Chamber of Industry and Commerce (case No. 67/2009) and at the Moscow Arbitration Court (case No. A-40-39885/09-134-224, case No. A40-46723/09-105-387, case No. A40-77182/09-54-603) between the Debtor (its affiliates) and the Lender in relation to Contract No. M-1 dated the 3<sup>rd</sup> of November 2004, concluded between the Lender and the Debtor, as these expenses are determined in Agreement-2 and the Agreement-3.

The limit of liability of the Guarantor will be reduced by the relevant amounts upon the Debtor fulfilling its Financial Liabilities or by the Guarantor fulfilling its obligations under the Guarantee Agreement.

Other essential terms and conditions of the transaction:

a) The term of validity of the Guarantee – until the 31<sup>st</sup> of December 2012 inclusively.

b) In case of non-fulfillment and/or improper fulfillment of its obligations under this Contract by the Guarantor, i.e. the relevant amount of funds partial or full non-transfer by the Guarantor to the Lender at the request of the Lender within the term stipulated in this Guarantee Agreement, the Guarantor shall pay the Lender the interest at the rate of the discount rate of the Central Bank of the Russian Federation effective as of the date of fulfillment of its obligations by the Guarantor. The Interest will be accrued on the amounts of the overdue indebtedness per each calendar day of the delay since the date following the date when the obligations of the Guarantor should have been fulfilled until the date of the repayment of such indebtedness by the Guarantor. The Interest shall be paid exclusively on the basis of the Lender's written request.

c) All capitalized terms and definitions used in this Memorandum correspond to the terms and definitions specified in the Guarantee Agreement.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 24.09.2009.*

52) Guarantee Agreement.

- Open Joint Stock Company Mechel (OJSC Mechel) - the Guarantor;

- Gazprombank (Open Joint Stock Company) – the Lender.

The beneficiary: Limited Liability Company Mechel Trading House

Subject-matter, price of the transaction and other essential terms and conditions:

Open Joint Stock Company Mechel (the Guarantor) shall bear joint liability to Gazprombank (Open Joint Stock Company) (the Lender/Bank) for fulfillment by the Limited Liability Company Mechel Trading House (the Debtor) of all the obligations of the Debtor before the Lender arising under Credit Line Agreement No.2609-172-K dated the 30<sup>th</sup> of September 2009 (hereinafter referred to as the " Credit

Line Agreement"), concluded between Gazprombank (Open Joint Stock Company) and the Debtor, for repayment of the principal debt amount and payment of the interest within the term of the credit line utilization set by the Credit Line Agreement, having the following essential terms and conditions:

a) The limit of indebtedness under the Credit Line (the maximum amount of the lump-sum, debt under the Credit Line) is: 3,000,000,000.00 (Three billion) rubles.

b) The Interest rate - 14.5% (Fourteen point five tenths) percent per annum,

The Credit Line Agreement provides for the Bank's right to change the interest rate unilaterally, in particular, in connection with the refinancing rate changed by the Bank of Russia;

c) The Credit Line will be disbursed by Tranches each of which will be provided for a term not more than 180 (One hundred eighty) days;

d) Termination of the Availability Period: the 24<sup>th</sup> of November 2010 (Inclusively). Upon expiration of the Availability Period the Borrower will lose the right to drawdown the Credit Line Tranches under the Credit Line Agreement. The date of repayment of the principal debt under the Credit Line – the 24<sup>th</sup> of March 2011 (inclusively);

e) Payment of the interest for utilization of the Credit Line shall be effected within the following terms taking into account the Interest Periods:

- The first interest period – from the date of disbursement of the first Tranche (not including this date) until the last calendar day of the first month of utilization of the Credit Line (inclusively).

The Interest payment date – the last Business day of the first month of the Credit Line utilization.

- The second interest period – from the first to the 25<sup>th</sup> day of the second month of the Credit Line utilization (inclusively).

The Interest payment date – the 25<sup>th</sup> day of the second month of the Credit Line utilization.

- Further interest periods – the period from the 26<sup>th</sup> day of the month preceding the current month, until the 25<sup>th</sup> day of the current month.

The Interest payment date – monthly, the 25<sup>th</sup> day of each calendar month.

- Last interest period – from the 25<sup>th</sup> day of the month preceding the last month of the Tranche/Credit Line utilization until the Date of the final repayment of the Tranche/Date of the final repayment of the debt under the Credit Line (inclusively).

The Interest payment date – Date of the final repayment of the Tranche/Date of the final repayment of the debt under the Credit Line;

f) Beginning from the date following the date of occurrence of an overdue indebtedness associated with the principal debt under the Credit Line until the Date of the final repayment of the indebtedness under the Credit Line, the Bank is entitled to charge the penalty at the rate of 0.04 (Zero point four hundredths) percent which will be accrued on the amount of the outstanding indebtedness on the principal debt under the Credit Line per each day of delay;

g) Beginning from the date following the date of occurrence of the overdue indebtedness associated with the interest until the date of the final repayment of such indebtedness, the Bank is entitled to charge the penalty at the rate of 0.04 (Zero point four hundredths) percent which will be accrued on the amount of the outstanding interest indebtedness under the Credit Line per each day of delay;

h) The Lender has the unconditional right, if the Borrower fails to fulfill its obligations to ensure monthly receipts to the Borrower's accounts opened with the Bank for the amount of 80% of the sales revenues, to increase the interest rate on the Credit Line for the actual indebtedness by 1 (One) percent per annum;

i) The Credit Line Agreement provides for the possibility of acceleration of the Credit Line amount and interest for utilization thereof.

If the Debtor does not fulfill or improperly fulfills the obligation secured by the Guarantor, the Guarantor and the Debtor shall be jointly liable to the Lender. The Guarantor shall be liable to the Lender for the same amount as the Debtor for repayment of the loan amount and payment of the interest within the availability period under the Credit Line Agreement.

(ii) The Guarantor shall within 2 (Two) business days since the time of the Lender's sending a written notice with a courier, mail or telegram on non-fulfillment or improper fulfillment the Debtor's obligations under the Credit Line Agreement, fulfill all non-fulfilled or improperly fulfilled obligations instead of the Debtor. Non-receipt by the Guarantor of the written notice sent by the Lender in accordance with the procedure established in this clause, may not serve as a ground for submission of any claims against the Lender as regards to justification of the Lender's actions aimed at satisfaction of claims (satisfaction of claims) of the Lender arising under the Guarantee Agreement.

(iii) If the Guarantor fails to fulfill the obligation under clause (ii), the Lender is entitled to require the penalty at the rate of 0.04 (Zero point four hundredths) percent of the amount of debt of the Debtor under the Credit Line and payment of the interest within the availability period per each day of the payment delay. The event of liability of the Guarantor starts when the Bank would send a written notice on the penalty payment to the Guarantor. In such case the penalty will be charged by the Lender over the period since the date the Guarantor failed to fulfill its obligations under the Guarantee Agreement.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 20.11.2009.*

### 53) Guarantee Agreement.

- Open Joint Stock Company Mechel (OJSC Mechel) - the Guarantor;
- Gazprombank (Open Joint Stock Company) – the Lender.

The beneficiary: Limited Liability Company Mechel-Service

Subject-matter, price of the transaction and other essential terms and conditions:

Open Joint Stock Company Mechel (the Guarantor) shall bear joint liability to Gazprombank (Open Joint Stock Company) (the Lender/Bank) for fulfillment by the Limited Liability Company Mechel Trading House (the Debtor) of all the obligations of the Debtor before the Lender arising under Credit Line Agreement No.No.2609-176-K dated the 29<sup>th</sup> of September 2009 (hereinafter referred to as the "Credit Line Agreement"), concluded between Gazprombank (Open Joint Stock Company) and the Debtor, for repayment of the principal debt amount and payment of interest within the term of Credit Line utilization set by the Credit Line Agreement, having the following essential terms and conditions:

a) The limit of indebtedness under the Credit Line (the maximum amount of the lump-sum, debt under the Credit Line) is: 3,000,000,000.00 (Three billion) rubles.

b) Interest rate - 14.5% (Fourteen point five tenths) percent per annum,

The Credit Line Agreement provides for the Bank's right to change the interest rate unilaterally, in particular, in connection with the refinancing rate changed by the Bank of Russia;

c) The Credit Line will be disbursed by Tranches each of which will be provided for a term not more than 180 (One hundred eighty) days;

d) termination of the Availability Period: the 23<sup>rd</sup> of November 2010 (Inclusively). Upon expiration of the Availability Period the Borrower will lose the right to drawdown Credit Line Tranches under the Credit Line Agreement. The date of repayment of the principal debt under the Credit Line – the 23<sup>rd</sup> of March 2011 (inclusively);

e) payment of interest for utilization of the Credit Line shall be effected within the following terms taking into account the Interest Periods:

- The first interest period – from the date of disbursement of the first Tranche (not including this date) until the last calendar day of the first month of utilization of the Credit Line (inclusively).

The Interest payment date – the last Business day of the first month of Credit Line utilization.

- The second interest period – from the first to the 25<sup>th</sup> day of the second month of Credit Line utilization (inclusively).

The Interest payment date – the 25<sup>th</sup> day of the second month of Credit Line utilization.

- Further interest periods – the period from the 26<sup>th</sup> day of the month preceding the current month, until the 25<sup>th</sup> day of the current month.

The Interest payment date – monthly, the 25<sup>th</sup> day of each calendar month.

- Last interest period – from the 25<sup>th</sup> day of the month preceding the last month of the Tranche/Credit Line utilization until the Date of the final repayment of the Tranche/Date of the final repayment of the debt under the Credit Line (inclusively).

The Interest payment date – Date of the final repayment of the Tranche/Date of the final repayment of debt under the Credit Line ;

f) beginning from the date following the date of occurrence of an overdue indebtedness associated with the principal debt under the Credit Line until the Date of the final repayment of the indebtedness under the Credit Line, the Bank is entitled to charge the penalty at the rate of 0.04 (Zero point four hundredths) percent which will be accrued on the amount of the outstanding indebtedness on the principal debt under the Credit Line per each day of delay;

f) beginning from the date following the date of occurrence of the overdue indebtedness associated with the interest until the date of the final repayment of such indebtedness, the Bank is entitled

to charge the penalty at the rate of 0.04 (Zero point four hundredths) percent which will be accrued on the amount of the outstanding interest indebtedness under the Credit Line per each day of delay;

h) The Lender has the unconditional right, if the Borrower fails to fulfill its obligations to ensure monthly receipts to the Borrower's accounts opened with the Bank for the amount of 80% of the sales revenues, to increase the interest rate for utilization of the Credit Line for the actual indebtedness by 1 (One) percent per annum;

i) The Credit Line Agreement provides for the possibility of acceleration of the Credit Line amount and interest for utilization thereof.

If the Debtor does not fulfill or improperly fulfills the obligation secured by the Guarantor, the Guarantor and the Debtor shall be jointly liable to the Lender. The Guarantor shall be liable to the Lender for the same amount as the Debtor for repayment of the loan amount and payment of the interest within the availability period under the Credit Line Agreement.

(ii) The Guarantor shall within 2 (Two) business days since the time of the Lender's sending a written notice with a courier, mail or telegram on non-fulfillment or improper fulfillment the Debtor's obligations under the Credit Line Agreement, fulfill all non-fulfilled or improperly fulfilled obligations instead of the Debtor. Non-receipt by the Guarantor of the written notice sent by the Lender in accordance with the procedure established in this clause, may not serve as a ground for submission of any claims against the Lender as regards to justification of the Lender's actions aimed at satisfaction of claims (satisfaction of claims) of the Lender arising under the Guarantee Agreement.

(iii) If the Guarantor fails to fulfill the obligation under clause (ii), the Lender is entitled to require the penalty at the rate of 0.04 (Zero point four hundredths) percent of the amount of debt of the Debtor under the Credit Line and payment of the interest within the availability period per each day of the payment delay. The event of liability of the Guarantor starts when the Bank would send a written notice on the penalty payment to the Guarantor. In such case the penalty will be charged by the Lender over the period since the date the Guarantor failed to fulfill its obligations under the Guarantee Agreement.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 20.11.2009.*

**54) Supplementary Agreement No. to Loan Agreement No. 91730182 dated the 20<sup>th</sup> of November 2007 (hereinafter referred to as the "Agreement").**

Parties to the transaction: Open Joint Stock Company Mechel (the Borrower); Limited Liability Company Mechel Trading House (the Lender).

The Supplementary Agreement amends the following essential terms and conditions of the Agreement; the entire loan amount provided to the Borrower under this Agreement shall be repaid to the Lender until the 20<sup>th</sup> of May 2010 (inclusively).

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 20.11.2009.*

**55) Supplementary Agreement to Loan Agreement No. 236/M-09 dated the 3<sup>rd</sup> of September 2009 (hereinafter referred to as the "Agreement").**

Parties to the transaction: Open Joint Stock Company Mechel (the Lender); Open Joint Stock Company Holding Company Yakutugol (OJSC HC Yakutugol) (the Borrower);

The Supplementary Agreement amends the following essential terms and conditions of the Agreement;

**The total amount of the funds to be extended under the loan agreement makes 3,000,000,000.00 (Three billion) rubles 00 kopecks;**

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 20.11.2009.*

**56) Guarantee Agreement.**

Parties to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Guarantor;

- Joint Stock Commercial Bank "Bank of Moscow" (Open Joint Stock Company) – the Lender or the Bank.

The beneficiary:

- Open Joint Stock Company Holding Company Yakutugol -the Borrower or the Debtor.

Subject-matter, price of the transaction and other essential terms and conditions:

The Guarantor shall be fully and jointly liable before the Lender for non-fulfillment of the Debtor's obligations under the Credit Line Agreement concluded between the Bank and the Borrower (hereinafter referred to as the "Credit Line Agreement" or the "Agreement") under the following essential terms and conditions:

I. The Lender shall open a Credit Line for the Borrower in accordance with such procedure and under such terms and conditions as prescribed by the Agreement, with the total maximum amount of the funds disbursed to the Borrower (hereinafter referred to as the "disbursement limit") equal to 1,500,000,000 (One billion five hundred million) rubles 00 kopecks.

The Credit Line shall mean a multiple funds disbursement by the Lender to the Borrower the established disbursement limit under the terms and conditions of the Credit Line Agreement.

(i) Purpose of the Loans under the Credit Line: replenishment of current assets.

(ii) The final date of repayment of the received funds – the 27<sup>th</sup> of December 2010.

The interest rate for the loan utilization shall be equal to the effective rate of refinancing set by the Bank of Russia plus 3 (Three) percent points, but not less than 12 (Twelve) percent per annum (hereinafter referred to as the "Interest").

The Interest shall be accrued on the amount of the loan debt until the date of the actual repayment of the loan. The Interest over the current interest period shall be paid by the Borrower on the last business day of the established interest period. The interest period shall mean a calendar year over which the interest is accrued and payable. The first interest period shall commence since the day following the day of the first drawdown of the funds under the loan and shall terminate on the same day (the first interest period is 1 calendar day). The second interest day shall commence since the day following the day of termination of the first interest period and shall terminate on the last calendar day of the current month. Further interest periods shall correspond to the calendar months. The last interest period shall terminate on the day of repayment of the loan as determined by the terms and conditions of the Loan Agreement. In case of prepayment of the loan by the Borrower the interest payable shall be paid by the Borrower simultaneously with the repayment of the loan.

(iii) In addition to the above mentioned interest on the loan, the Borrower will pay to the Lender:

- a fee for commitment to provide the credit resources at the rate of 0.5 (Zero point five tenths) percent per annum on the amount equal to the difference between the established disbursement limit and the actual amount of debt under the loan per each day of disbursement of the loan;
- an arrangement fee in the amount of 1 (One) percent of the disbursement limit specified in the Loan Agreement.

(iv) The Borrower shall repay the funds received under the Credit Line to the Bank according to the following schedule:

the loan amount of 500,000,000 (Five hundred million) rubles 00 kopecks - repayment on the 29th of October 2010;

the loan amount of 500,000,000 (Five hundred million) rubles 00 kopecks - repayment on the 30th of November 2010;

the loan amount of 500,000,000 (Five hundred million) rubles 00 kopecks - repayment on the 27th of December 2010;

- to pay interest for utilization of the loan as well as fees and penalties provided for by the Loan Agreement.

II. The Guarantor shall bear full and joint liability with the Borrower to the Bank (including the obligation to repay the loan, pay interest, fees, penalties under the Loan Agreement) for fulfillment of its obligations under the Loan Agreement (in particular, in case of acceleration of the loan by the Bank from the Borrower).

In case of the Guarantor's non-fulfillment/improper fulfillment of its obligations under the Guarantee Agreement within the terms established thereby, the Guarantor shall pay penalties to the Bank

at the rate of 0.01 (Zero point one hundredth) percent on the amount of the non-fulfilled Claim of the Bank per each day of the delay.

In case of the Guarantor's non-fulfillment/improper fulfillment of any of the obligations to provide the Bank with the right for direct debiting the Guarantor's accounts opened in the servicing banks, the Bank may charge a penalty upon the Guarantor at the rate of 0.005 (Zero point five thousandths) percent of the amount of the Borrower's debt under the loan for each such violation, per each day of the non-fulfillment of each of the above mentioned obligations.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 02.12.2009.*

## 57) Guarantee Agreement.

### **Parties to the transaction:**

- Open Joint Stock Company Mechel (OJSC Mechel) - the Guarantor;
- Open Joint Stock Company TransCreditBank – the Lender or the Bank

The beneficiary:

- Open Joint Stock Company Trading Port Posiet OGRN (Main State Registration Number) 1022501193527 - the Borrower or the Debtor

### **Subject-matter, price of the transaction and other essential terms and conditions:**

The Guarantor shall bear joint liability to the Lender for fulfillment by of its obligations under the Credit Line Agreement (hereinafter referred to as the "Credit Line Agreement" or "Master Agreement") concluded between the Lender and the Borrower under the following essential terms and conditions:

I. The Lender shall open a Credit Line (aggregate of tranches of funds) for the Borrower at such amount and under such terms and conditions as specified in the Loan Agreement, and the Borrower shall repay the Loan received under the Credit Line , pay interest and fulfill other obligations stipulated in the Credit Line Agreement.

(i) The disbursement limit under the Credit Line (the maximum permissible total amount of funds to be disbursed to the Borrower within the framework of the Credit Line ) is: **150,000,000 (One hundred fifty million) rubles.**

(ii)The purpose of Loans under the Credit Line : **funding financial and business operations.**

Funds to be extended by the Lender to the Borrower shall not be used for the following:

- repayment by the Borrower of liabilities of other borrowers to the Lender;
- repayment by the Borrower of its liabilities under the Credit Line Agreement and other loan agreements concluded with the Lender;
- repayment by the Borrower of indebtedness for loans and credits to third parties;
- extension of loans by the Borrower to third parties;
- acquisition and repayment of notes by the Borrower (other than notes issued by the Bank);
- acquisition and repayment of equity securities;

(iii) Utilization of the Credit Line shall be effected in the form of Loan Tranches each of which shall be repaid not later than 18 months since the date of signing of the Credit Line Agreement.

The principal debt under the Credit Line shall be repaid not later than 18 months from the date of signing of the Credit Line Agreement.

(iv) Beginning from the date following the date of disbursement of the first Loan Tranche until the Date of final repayment of the debt under the Credit Line inclusively, the Borrower unconditionally and irrevocably shall pay the interest under the Credit Line to the Lender which will be accrued on the amount of the actual indebtedness over the Principal Debt under the Credit Line per each calendar day at the rate of 13 (Thirteen) percent per annum.

The Lender may unilaterally change the interest rate, in particular, due to change of the refinancing rate by the Bank of Russia.

In case of the interest rate change, the Lender shall, not later than 5 (Five) Business days prior to the date of the interest rate change , send the notice on change of the interest rate to the Borrower with a courier or with a registered letter against acknowledgement of receipt or telegram, which shall be

immediately considered by the Borrower.

If the Borrower does not agree to the change in the interest rate for the actual indebtedness, the Borrower shall notify the Bank thereon and shall repay the debt under the Credit Line within 5 (Five) Business days since the date of the notice from the Bank. Failure to repay the Loan within the specified term will serve the ground for change of the interest rate since the date of termination of the above mentioned five-day term.

If the Borrower does not agree to the change in the interest rate for newly disbursed Tloan Tranches, the Borrower shall notify the Bank thereon before disbursement of a new Loan Tranche. If the Borrower does not agree to the change in the interest rate for newly disbursed Tloan Tranches, the Bank is entitled to refuse to disburse new Loan Tranches under the Credit Line to the Borrower.

If the Borrower does not receive the notice on change of the interest rate sent by the Lender in accordance with the procedure established by the Credit Line Agreement, this may not serve the ground for submission of any claims to or against the Bank.

(v) Payment of the interest for utilization of the Credit Line shall be effected within the terms considering the Interest Periods:

- ***The first interest period – from the date of disbursement of the first Tranche (not including this date) until the last calendar day of the first month of utilization of the Credit Line (inclusively).***

***The Interest payment date – the last Business day of the first month of the loan utilization.***

- ***The second interest period – from the first to the 10<sup>th</sup> day of the second month of the Credit Line utilization (inclusively).***

***The Interest payment date – the 10<sup>th</sup> day of the second month of the Credit Line utilization.***

- ***Further interest periods – the period from the 11<sup>th</sup> day of the month preceding the current month, until the 10<sup>th</sup> day of the current month.***

***The Interest payment date – monthly, the 10<sup>th</sup> day of each calendar month.***

- ***Last interest period – from the 11<sup>th</sup> day of the month preceding the last month of Tranche/Credit Line utilization until the Date of the final repayment of the Tranche/Date of the final repayment of the debt under the Credit Line (inclusively).***

The Interest payment date – Date of the final repayment of the Tranche/Date of the final repayment of the debt under the Credit Line .

(vi) If any payment under the Credit Line Agreement or in connection with fulfillment of the Loan Agreement is not received by the Lender within the terms prescribed by the Agreement, all such payments not made and/or untimely made by the Borrower under the Credit Line Agreement will be deemed as the overdue indebtedness of the Borrower to the Lender.

Beginning from the date following the date of occurrence of overdue indebtedness associated with the principal debt under the Credit Line until the Date of final repayment of indebtedness under the Credit Line, the Bank is entitled to charge the penalty at the rate of 0.05 (Zero point five hundredths) percent which will accrue on the amount of outstanding indebtedness under the principal debt under the Credit Line per each day of delay.

Beginning from the date following the date of occurrence of the overdue indebtedness associated with the interest until the date of the final repayment of the indebtedness, the Bank is entitled to charge the penalty at the rate of 0.05 (Zero point five hundredths) percent which will be accrued on the amount of the outstanding interest indebtedness under the Credit Line per each day of the delay.

This Guarantee secures claims of the Lender against the Debtor in the full amount determined by the time of the actual satisfaction including: the principal debt, interest, fees, penalties etc. In accordance with the Master Agreement; as well as the reimbursement of legal fees associated with collection of the debt and losses of the Bank arising out of non-fulfillment or improper fulfillment obligations under the Master Agreement including losses caused by termination thereof, the Debtor's repayment all the funds received under the Master Agreement in case it is deemed invalid.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 02.12.2009.*

**58) Guarantee Agreement.**

Parties to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Guarantor;
- UniCredit Bank Austria AG – the Lender

The beneficiary:

- Limited Liability Company Mechel-Materials – the Borrower

Subject-matter, price of the transaction and other essential terms and conditions:

On the basis of the Guarantee Agreement the Company, as the Guarantor, shall bear joint liability to UniCredit Bank Austria AG (hereinafter referred to as the "Lender") for Limited Liability Company Mechel-Materials (hereinafter referred to as the "Borrower") fulfilling its obligations on the Loan Agreement concluded between the Lender and the Borrower on the 23<sup>rd</sup> of November 2009 (hereinafter referred to as the "Loan Agreement") under the following essential terms and conditions:

(i) The Lender agrees to disburse to the Borrower the loan under the terms and conditions stipulated in the Loan Agreement and the Borrower shall repay the loan amount and pay the accrued interest and other sums payable in accordance with the Agreement and fulfill all other obligations under the Agreement.

(ii) Price and other essential terms and conditions under the Loan Agreement:

The loan amount shall not exceed 73,140,000 (Seventy three million one hundred forty thousand) Euro and shall be applied to finance Contract Agreement No. 080/45-09 dated the 14<sup>th</sup> of October 2009 for construction of the grinding-mixing complex for production of Portland cement, blast-furnace cement in the territory of OJSC "CMP", Chelyabinsk, Russia, concluded between the Borrower and FMW Industrieanlagenbau GmbH.

The loan shall be repaid by 16 (Sixteen) equal consecutive payments every half-year, the first payment shall be paid within six months with the Starting point as determined in the Agreement but not later than 30 months after signing of the Agreement.

The Borrower shall pay the interest under the loan on a quarterly basis. The Agreement establishes the interest on the loan as the aggregate of the rates OeKB-EURIBOR, OeKB-Surplus and 0.6% per annum (the Margin).

OeKB-EURIBOR- the interest rate fixed by OeKB over the relevant interest period two business days prior to commencement of the relevant period on the basis of the appropriate page EURIBOR of the electronic information service (Reiteur "EURIBOR01", Telerate or Bloomberg) or if there is no such quotation, on the basis of quotations provided by other banks chosen by OeKB.

OeKB-Surplus-rate is a rate for refinancing of contracts between OeKB and banks which came into force during the period from the 1<sup>st</sup> of November 2009 to the 30<sup>th</sup> of November 2009 OeKB Surplus is 120 basis points.

The Agreement provides for payment of the following fees by the Borrower:

- The fee for non-utilized amount of the loan is 0.5% per annum on the non-utilized loan amount.
- The arrangement fee 0.9% of the loan amount under the Agreement.

If any amount under the Agreement is not paid in time, the Borrower shall pay the penalty on such amount beginning from the date of the non-payment until the date of the actual payment at the interest rate 2 percent per annum over the interest rate under the loan.

The Borrower shall also, at first request of the Lender, reimburse it for any expenses, losses and other sums payable by the Borrower in accordance with the Loan Agreement.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 02.12.2009.*

**59) Agency Agreement (hereinafter referred to as the "Agreement").**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Agent;
- Open Joint Stock Company Mechel-Mining (OJSC Mechel-Mining) - the Principal;

Subject-matter, price of the transaction and other essential terms and conditions:

(i) The Principal orders and the Agent shall for the consideration provided for by the Agreement execute in its own name but at the expense of the Principal, transactions with third parties for provision of the Principal with information, consulting, legal, audit, information technology services and other services agreed between the Parties (hereinafter referred to as the "Services"). Within the framework of the Agreement, the Agent may conclude transactions with third parties exclusively in the interests and at the expense of the Principal.

Name of the Services, terms of provision of the Services and other information required by the Agent for fulfillment of this Agreement shall be agreed by the Parties in Annexes to the Agreement representing integral parts thereof.

The Agent shall, at request of the Principal, conclude transactions with third parties in accordance with the terms and conditions agreed upon with the Principal in Annexes to the Agency Agreement.

(ii) The amount of the Agent's consideration under this Agreement shall be 1 (One) percent (including VAT 18%) of the actual cost of the services to be provided under the transactions concluded between the Agent and third parties for fulfillment of this Agreement.

Expenses borne by the Agent for fulfillment of the Principal's request shall be reimbursed by the Principal to the Agent on the basis of evidencing documents to be provided together with the Report.

In particular, the above mentioned expenses include overheads of the Agent. Overheads shall mean business trip expenses borne by the Agent in connection with assignment of its own specialists within the territory of Russia and if necessary abroad for the purpose to provide Services under the Agency Agreement. For the purpose of the Agency Agreement: actual cost of flights (cost of air tickets (economic class) and similar expenses associated with transportation of employees), charter costs; railway tickets; cost of accommodation at the place of the Service provision according to the actual expenses (standard single-bed room for every employee of the Agent); cost of transportation from the airport (train station) to the place of living / work at the actual cost unless the Customer procures transport for employees of the Agent on its own as well as additional expenses associated with business trips of the Agent's employees. Recalculation of overheads (business trip expenses) into rubles outside the territory of the Russian Federation shall be made at the exchange rate of the Central Bank of the Russian Federation as of the last day of the month when the Services were provided.

The Principal shall also reimburse reasonable and documented expenses for arrangement of advertisement campaigns, search and selection of counteragents and other expenses associated with fulfillment of this Agency Agreement.

(iii) Payment of the fee and expenses borne by the Agent for fulfillment of the Principal's order shall be made by means of transfer of funds to the settlement account of the Agent within 5 (Five) banking days since the time of signing of the Certificate by the Principal.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 02.12.2009.*

**60) Loan Agreement** (hereinafter referred to as the "Agreement").

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Lender;
- Open Joint Stock Company Holding Company Yakutugol (OJSC HC Yakutugol) - the Borrower.

Subject-matter, price of the transaction and other essential terms and conditions:

The Lender shall provide the Borrower with funds (hereinafter referred to as the "loan amount") for the purpose of financing current assets of the latter, in such amount and under such terms and conditions as provided for by the Agreement, and the Borrower shall repay to the Lender the loan amount received under the Agreement and pay interest at the rate of 19.5 % per annum (hereinafter referred to as the "Interest") for utilization of the funds.

a) the total amount of funds to be extended under this Agreement makes 1,000,000,000.00 (One billion) rubles 00 kopecks (hereinafter referred to as the "Loan Amount");

(ii) The Lender shall disburse the funds in parts until the 1<sup>st</sup> of March 2010 to the settlement account of the Borrower.

The date of disbursement shall mean the day of debiting of funds from the Lender's settlement account.

(iii) The entire loan amount provided to the Borrower under this Agreement shall be repaid to the Lender until the 1<sup>st</sup> of March 2011;

(iv) The Interest shall be paid by the Borrower on a monthly basis not later than the 5 (fifth) day of the month following the month of accrual thereof as well as at the Date of Repayment over the actual number of days of the Loan utilization in each interest period. The date of the Interest payment shall mean the date of crediting the Interest Amount to the settlement account of the Lender. The Interest shall be accrued daily from the date following the day of the Loan disbursement until the day of the repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days.

(v) The Borrower may prepay, fully or partially, the Loan Amount and the Interest under this Agreement accrued on the relevant part of the Loan Amount by the time of repayment thereof.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 02.12.2009.*

**61) Information Service Contract (hereinafter referred to as the "Contract").**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;
- Open Joint Stock Company Southern Kuzbass (OJSC Southern Kuzbass) – the Customer;

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on the quarterly basis of a subscription fee;
- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer is 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on the quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of the invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

**62) Information Service Contract (hereinafter referred to as the "Contract").**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;
- Open Joint Stock Company Holding Company Yakutugol (OJSC Yakutugol) - the Customer.

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on the quarterly basis of a subscription fee;
- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer is 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on the quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of the invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

### **63) Information Service Contract.**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;
- Open Joint Stock Company Korshunov Mining Plant (OJSC Korshunov Mining Plant) - the Customer.

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on the quarterly basis of a subscription fee;
- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer is 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on the quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of the invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

### **64) Information Service Contract.**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;

- Limited Liability Company Bratsk Ferroalloy Plant (LLC Bratsk Ferroalloy Plant) – the Customer,  
Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on the quarterly basis of a subscription fee;
- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer is 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on the quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of the invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

#### **65) Information Service Contract.**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;

- Closed Joint Stock Company Tikhvin Smelting Plant (CJSC Tikhvin Smelting Plant) – the Customer,

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on the quarterly basis of a subscription fee;
- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer is 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on the quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of the invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

**66) Information Service Contract (hereinafter referred to as the "Contract").**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;
- Open Joint Stock Company Moscow Coke and Gas Plant (OJSC Moscow Coke and Gas Plant) - the Customer.

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on a quarterly basis of a subscription fee;
- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer makes 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on a quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of an invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

**67) Information Service Contract.**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;
- Open Joint Stock Company Southern Urals Nickel Plant – the Customer.

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on a quarterly basis of a subscription fee;
- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer makes 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on a quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of an invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

#### **68) Information Service Contract.**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;
- Limited Liability Company Chelyabinsk Coke Plant (LLC Mechel-Coke) – the Customer

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on the quarterly basis of a subscription fee;
- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer makes 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on a quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of the invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

#### **69) Information Service Contract.**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;
- Open Joint Stock Company Chelyabinsk Metallurgical Combine (OJSC CMC) – the Customer;

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales

markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on a quarterly basis of a subscription fee;

- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer makes 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on a quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of the invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

#### **70) Information Service Contract.**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;
- Open Joint Stock Company Izhstal (OJSC Izhstal) - the Customer;

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on a quarterly basis of a subscription fee;
- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer makes 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on a quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of the invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

#### **71) Information Service Contract.**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;

- Open Joint Stock Company Beloretsk Metallurgical Plant (OJSC BMP) – the Customer;

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on the quarterly basis of a subscription fee;
- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer makes 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on a quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of the invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

## 72) Information Service Contract.

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;

- Closed Joint Stock Company [Vyartsilya Metal Products Plant](#) (CJSC VMZ) – the Customer,

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on a quarterly basis of a subscription fee;
- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer makes 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on a quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of the invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

### **73) Information Service Contract.**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;
- Limited Liability Company Mechel Service (LLC Mechel Service) – the Customer,

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on a quarterly basis of a subscription fee;
- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer makes 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on a quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of the invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

### **74) Information Service Contract.**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;
- Mechel Trading AG – the Customer,

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on a quarterly basis of a subscription fee;
- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer makes 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on a quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of the invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

#### **75) Information Service Contract.**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;
- UAB Mechel Nemunas – the Customer,

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on a quarterly basis of a subscription fee;
- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer makes 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on a quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of the invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

#### **76) Information Service Contract.**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;
- K.O. [Mechel Targovishte](#) S.A. - the Customer,

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales

markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on a quarterly basis of a subscription fee;

- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer makes 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on a quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of the invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

#### **77) Information Service Contract.**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;
- [Mechel Campia Turzii](#) S.A. - the Customer,

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on a quarterly basis of a subscription fee;
- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer makes 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on a quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of the invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

#### **78) Information Service Contract.**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;

- [Ductil Steel Buzau](#) SA – the Customer,

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on a quarterly basis of a subscription fee;
- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer makes 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on a quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of the invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

#### **79) Information Service Contract.**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Contractor;

- Limited Liability Company Mechel Trading House (LLC Mechel Trading House) – the Customer,

Subject-matter of the transaction:

The Customer orders, shall pay and accept, and the Contractor shall provide the Customer with information services for collection, preparation and transmission of data (hereinafter referred to as the "information data") in the area of marketing research (hereinafter referred to as the "services")

The services shall be provided by the Contractor as follows:

- marketing reports (for example, the following, without limitation: overviews of key events in key sales markets (not less than twice per week), overview of price rates in key sales markets (on the weekly basis), the short-term forecast of the situation in key sales markets (on the monthly basis), the long-term (up to 5 years) forecast of the situation in key sales markets (annually) as well as provision of the Customer with additional information at the Customer's request (not more than three times per quarter) – on a quarterly basis of a subscription fee;
- information data specified in Annex No. 1 to the Contract, on the basis of the Request to be submitted by the Customer in accordance with Annex No. 2 to this Contract

Transaction price and other essential terms and conditions:

A) The total cost of services under this Contract is the sum of the subscription fee and cost of information data according to Annex No. 1 to the Contract, chosen by the Customer and specified in the Request.

B) The Subscription Fee for the services to be provided by the Contractor to the Customer makes 533,000.00 rubles per quarter inclusive of VAT 18%.

C) Payment for the provided services shall be made on a quarterly basis not later than the 15<sup>th</sup> day of the month following the reporting quarter on the basis of the invoice issued by the Contractor.

D) The date of payment shall be the date of crediting the funds to the settlement account of the Contractor.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.12.2009.*

#### 80) Loan Agreement.

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Coal Company Southern Kuzbass (OJSC Southern Kuzbass) – the Lender;
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

#### **Subject-matter of the transaction:**

The Lender shall provide the Borrower with funds under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the amount disbursed under the Agreement and pay interest for utilization of the funds.

#### **Transaction price and other essential terms and conditions:**

a) the total amount of funds to be extended under the loan agreement makes **500,000,000.00** (Five hundred million) rubles;

b) The interest rate for utilization of the funds makes 7.2 % per annum (hereinafter referred to as the "Interest");

c) The Lender shall disburse the funds until the 30<sup>th</sup> of April 2010. (inclusively) to the settlement account of the Borrower;

The date of disbursement shall mean the day of debiting the funds from the Lender's settlement account.

d) The entire Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 1 (One) year and 5 (Five) months after the date of disbursement of the Loan Amount;

e) The purpose for provision of the funds: replenishment of current assets of the Borrower;

f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting of the Interest Amount to the settlement account of the Lender. The Interest shall be accrued since the day following the day of debiting the funds from the settlement account of the Lender. The Interest shall be accrued daily since the date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;

g) The Borrower may repay the loan amount and the Interest under this Agreement fully or partially.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

#### 81) Loan Agreement.

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Coal Company Southern Kuzbass (OJSC Southern Kuzbass) – the Lender;
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

#### **Subject-matter of the transaction:**

The Lender shall provide the Borrower with funds under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the amount disbursed under the Agreement and pay interest for utilization of the funds.

#### **Transaction price and other essential terms and conditions:**

a) the total amount of funds to be extended under the loan agreement makes **1,000,000,000.00** (One billion) rubles;

b) The interest rate for utilization of the funds makes 7.2 % per annum (hereinafter referred to as the "Interest");

c) The Lender shall disburse the funds until the **31<sup>st</sup> of March 2010 (inclusively)** to the settlement account of the Borrower;

The date of disbursement shall mean the day of debiting the funds from the Lender's settlement account.

- d) The entire Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 1 (One) year and 5 (Five) months after the date of disbursement of the Loan Amount;
- e) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting of the Interest Amount to the settlement account of the Lender. The Interest shall be accrued since the day following the day of debiting the funds from the settlement account of the Lender. The Interest shall be accrued daily since the date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;
- g) The Borrower may prepay the loan amount and the Interest under this Agreement fully or partially.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

## 82) Loan Agreement.

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Coal Company Southern Kuzbass (OJSC Southern Kuzbass) – the Lender;
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

### **Subject-matter of the transaction:**

The Lender shall provide the Borrower with funds under the terms and conditions stipulated in the Agreement and the Borrower shall repay to the Lender the amount disbursed under the Agreement and pay interest for utilization of the funds.

### **Transaction price and other essential terms and conditions:**

- a) The total amount of funds to be extended under the loan agreement makes **1,000,000,000.00** (One billion) rubles;
- b) The interest rate for utilization of the funds makes 7.2 % per annum (hereinafter referred to as the "Interest");
- c) The Lender shall disburse the funds until the **31<sup>st</sup> of March 2010 (inclusively)** to the settlement account of the Borrower;  
The date of disbursement shall mean the day of debiting the funds from the Lender's settlement account.
- d) The entire Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 8 (Eight) months after the date of disbursement of the Loan Amount;
- e) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting of the Interest Amount to the settlement account of the Lender. The Interest shall be accrued since the day following the day of debiting the funds from the settlement account of the Lender. The Interest shall be accrued daily since the date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;
- g) The Borrower may prepay the loan amount and the Interest under this Agreement fully or partially.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

## 83) Loan Agreement.

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Coal Company Southern Kuzbass (OJSC Southern Kuzbass) – the Lender;
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

### **Subject-matter of the transaction:**

The Lender shall provide the Borrower with funds under the terms and conditions stipulated in the Agreement and the Borrower shall repay to the Lender the amount disbursed under the Agreement and pay interest for utilization of the funds.

**Transaction price and other essential terms and conditions:**

- a) the total amount of the funds to be extended under the loan agreement makes **500,000,000.00** (Five hundred million) rubles;
- b) The interest rate for utilization of funds makes 7.2 % per annum (hereinafter referred to as the "Interest");
- c) The Lender shall disburse the funds until the 31<sup>st</sup> of March 2010 (inclusively) to the settlement account of the Borrower; the date of payment shall mean the day of debiting the funds from the Lender's settlement account.
- d) The entire Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 5 (Five) months after the date of disbursement of the Loan Amount;
- e) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting of the Interest Amount to the settlement account of the Lender. The Interest shall be accrued since the day following the day of debiting the funds from the settlement account of the Lender. The Interest shall be accrued daily since the date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;
- g) The Borrower may prepay the loan amount and the Interest under this Agreement fully or partially.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

84) Loan Agreement.

Parties (beneficiaries) to the transaction:

- Skyblock Limited – the Lender;
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

**Subject-matter of the transaction:**

The Lender shall provide the Borrower with funds in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay to the Lender the Loan Amount disbursed under the Agreement and pay interest for utilization of the funds.

**Transaction price and other essential terms and conditions:**

- a) The Loan Amount to be disbursed under this Agreement makes **1,396,000,000** (Seven hundred seventy million) Russian rubles;
- b) The interest rate for utilization of the funds makes 7.2% per annum (hereinafter referred to as the "Interest");
- c) The Loan Amount shall be disbursed by the Lender until the 31<sup>st</sup> of May 2010 inclusively by means of a bank transfer to the Borrower's account. The Date of disbursement of the Loan Amount shall mean the day of debiting the funds from the Lender's account;
- d) The Loan Amount shall be repaid to the Lender until the 31<sup>st</sup> of May 2011. The date of repayment of the Loan Amount by the Borrower, the date of the interest payment under this Agreement shall mean the date of crediting the funds to the Lender's account;
- e) The Borrower may prepay the Loan Amount and the Interest under this Agreement fully or partially.
- f) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting of the Interest Amount to the settlement account of the Lender. The Interest shall be accrued since the day following the day of debiting the funds from the settlement account of the Lender. The Interest shall be accrued daily since the date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;

h) Costs (commission, fees) associated with transfer of the Loan Amount shall be borne by the Party performing the relevant transfer.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

**85) Supplementary Agreement No. 2 to Loan Agreement No. 236/M-09 dated the 3<sup>rd</sup> of September 2009** (hereinafter referred to as the "Agreement").

Parties to the transaction: Open Joint Stock Company Mechel (the Lender); Open Joint Stock Company Holding Company Yakutugol (OJSC HC Yakutugol) (the Borrower);

The Supplementary Agreement amends the following essential terms and conditions of the Agreement;

The Interest shall be paid by the Borrower on a monthly basis not later than the 5 (fifth) day of the month following the month of accrual thereof as well as at the Date of Repayment over the actual number of days of the Loan utilization in each interest period. The date of the Interest payment shall mean the date of crediting the Interest Amount into the settlement account of the Lender. The Interest shall be accrued daily since the date following the day of the Loan disbursement until the day of the repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of an intercalary year) days.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

**86) Supplementary Agreement to Loan Agreement No. 189/M-09** (hereinafter referred to as the "Agreement"). Parties to the transaction: Open Joint Stock Company Mechel (the Lender); Open Joint Stock Company Holding Company Yakutugol (OJSC HC Yakutugol) (the Borrower);

The Supplementary Agreement amends the following essential terms and conditions of the Agreement;

The Interest shall be paid by the Borrower on a monthly basis not later than the 5 (fifth) day of the month following the month of accrual thereof as well as at the Date of Repayment over the actual number of days of the Loan utilization in each interest period. The date of the Interest payment shall mean the date of crediting the Interest Amount into the settlement account of the Lender. The Interest shall be accrued daily since the date following the day of the Loan disbursement until the day of the repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of an intercalary year) days.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

87) Loan Agreement.

**Parties (beneficiaries) to the transaction:**

- **Open Joint Stock Company Southern Urals Nickel Plant (OJSC Southern Urals Nickel Plant) – the Lender;**

- **Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;**

**Subject-matter of the transaction:**

The Lender shall provide the Borrower with funds in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay to the Lender the Loan Amount disbursed under the Agreement and pay interest for utilization of the funds.

**Transaction price and other essential terms and conditions:**

a) The Loan Amount to be disbursed under this Agreement makes 350,000,000.00 (Three hundred fifty million) rubles of the Russian Federation;

b) The interest rate for utilization of the funds makes 7.2 % per annum (hereinafter referred to as the "Interest");

- c) The Loan Amount shall be disbursed by the Lender until the 30<sup>th</sup> of April 2010 inclusively by means of a bank transfer to the Borrower's account. The Date of disbursement of the Loan Amount shall mean the day of debiting the funds from the Lender's account;
- d) The loan amount shall be repaid to the Lender on a lump-sum basis by the date 6 (Six) months after the date of disbursement of the Loan Amount; The date of repayment of the Loan Amount by the Borrower, the date of interest payment under this Agreement shall mean the date of crediting the funds to the Lender's account;
- e) The purpose for provision of funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting of the Interest Amount to the settlement account of the Lender. The Interest shall be accrued since the day following the day of debiting the funds from the settlement account of the Lender. The Interest shall be accrued daily since the date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;
- g) The Borrower may prepay the Loan Amount and Interest under this Agreement fully or partially.
- h) Costs (commission, fees) associated with transfer of the Loan Amount shall be borne by the Party performing the relevant transfer.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

#### 88) Loan Agreement.

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Southern Urals Nickel Plant (OJSC Southern Urals Nickel Plant) – the Lender;
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

#### **Subject-matter of the transaction:**

The Lender shall provide the Borrower with funds in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the Loan Amount disbursed under the Agreement and pay interest for utilization of the funds.

#### **Transaction price and other essential terms and conditions:**

- a) The Loan Amount to be disbursed under this Agreement makes 349,000,000.00 (Three hundred forty nine million) rubles of the Russian Federation;
- b) The interest rate for utilization of the funds makes 7.2 % per annum (hereinafter referred to as the "Interest");
- c) The Loan Amount shall be disbursed by the Lender until the 30<sup>th</sup> of April 2010 inclusively by means of a bank transfer to the Borrower's account. The Date of disbursement of the Loan Amount shall mean the day of debiting the funds from the Lender's account;
- d) The loan amount shall be repaid to the Lender on a lump-sum basis by the date 5 (Five) months after the date of disbursement of the Loan Amount; The date of repayment of the Loan Amount by the Borrower, the date of the interest payment under this Agreement shall mean the date of crediting the funds to the Lender's account;
- e) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower to the Lender in rubles of the Russian Federation. The Interest shall be paid by the Borrower simultaneously at the Loan Repayment Date. The Interest shall be accrued monthly per each day from the date of disbursement of the Loan Amount but not including this date, on the outstanding Loan Amount. The Interest shall cease to be accrued at the date of repayment of the Loan Amount in full. In case of the partial repayment of the loan amount, the interest shall be accrued from the day following the day of the partial repayment on the balance of the loan amount. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;
- g) The Borrower may prepay the Loan Amount and the Interest under this Agreement fully or partially.
- h) Costs (commission, fees) associated with transfer of the Loan Amount shall be borne by the Party effecting the relevant transfer.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

89) Loan Agreement.

**Parties (beneficiaries) to the transaction:**

- Open Joint Stock Company Southern Urals Nickel Plant (OJSC Southern Urals Nickel Plant) – the Lender;
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

**Subject-matter of the transaction:**

The Lender shall provide the Borrower with funds in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the Loan Amount disbursed under the Agreement and pay interest for utilization of the funds.

**Transaction price and other essential terms and conditions:**

- a) The Loan Amount to be disbursed under this Agreement makes 346,000,000.00 (Three hundred forty six million) rubles of the Russian Federation;
- b) The interest rate for utilization of the funds makes 7.2 % per annum (hereinafter referred to as the "Interest");
- c) The Loan Amount shall be disbursed by the Lender until the 31<sup>st</sup> of May 2010 inclusively by means of a bank transfer to the Borrower's account. The Date of disbursement of the Loan Amount shall mean the day of debiting the funds from the Lender's account;
- d) The loan amount shall be repaid to the Lender on a lump-sum basis at the date 8 (Eight) months after the date of disbursement of the Loan Amount; The date of repayment of the Loan Amount by the Borrower, the date of the interest payment under this Agreement shall mean the date of crediting the funds to the Lender's account;
- e) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower to the Lender in rubles of the Russian Federation. The Interest shall be paid by the Borrower simultaneously at the Loan Repayment Date. The Interest shall be accrued monthly per each day from the date of disbursement of the Loan Amount but not including this date, on the outstanding Loan Amount. The Interest shall cease to be accrued at the date of repayment of the Loan Amount in full. In case of the partial repayment of the loan amount, the interest shall be accrued from the day following the day of the partial repayment on the balance of the loan amount. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;
- g) The Borrower may prepay the Loan Amount and the Interest under this Agreement fully or partially.
- h) Costs (commission fees) associated with transfer of the Loan Amount shall be borne by the Party effecting the relevant transfer.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

90) Loan Agreement.

**Parties (beneficiaries) to the transaction:**

- Open Joint Stock Company Southern Urals Nickel Plant (OJSC Southern Urals Nickel Plant) – the Lender;
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

**Subject-matter of the transaction:**

The Lender shall provide the Borrower with funds in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the Loan Amount disbursed under the Agreement and pay interest for utilization of the funds.

**Transaction price and other essential terms and conditions:**

- a) The Loan Amount to be disbursed under this Agreement makes 340,000,000.00 (Three hundred forty million) rubles of the Russian Federation;
- b) The interest rate for utilization of the funds makes 7.2 % per annum (hereinafter referred to as the "Interest");
- c) The Loan Amount shall be disbursed by the Lender until the 31<sup>st</sup> of May 2010 inclusively by means of a bank transfer to the Borrower's account. The Date of disbursement of the Loan Amount shall mean the day of debiting the funds from the Lender's account;
- d) The loan amount shall be repaid to the Lender on a lump-sum basis by the date 9 (Nine) months after the date of disbursement of the Loan Amount; The date of repayment of the Loan Amount by the Borrower, the date of the interest payment under this Agreement shall mean the date of crediting the funds to the Lender's account;
- e) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower to the Lender in rubles of the Russian Federation. The Interest shall be paid by the Borrower simultaneously at the Loan Repayment Date. The Interest shall be accrued monthly per each day from the date of disbursement of the Loan Amount but not including this date, on the outstanding Loan Amount. The Interest shall cease to be accrued at the date of repayment of the Loan Amount in full. In case of the partial repayment of the loan amount, the interest shall be accrued from the day following the day of the partial repayment on the balance of the loan amount. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;
- g) The Borrower may prepay the Loan Amount and the Interest under this Agreement fully or partially.
- h) Costs (commission fees) associated with transfer of the Loan Amount shall be borne by the Party effecting the relevant transfer.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

91) Loan Agreement.

**Parties (beneficiaries) to the transaction:**

- Open Joint Stock Company Southern Urals Nickel Plant (OJSC Southern Urals Nickel Plant) – the Lender;
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

**Subject-matter of the transaction:**

The Lender shall provide the Borrower with funds in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the Loan Amount disbursed under the Agreement and pay interest for utilization of the funds.

**Transaction price and other essential terms and conditions:**

- a) The Loan Amount to be disbursed under this Agreement makes 336,000,000.00 (Three hundred thirty six million) rubles of the Russian Federation;
- b) The interest rate for utilization of the funds makes 7.2 % per annum (hereinafter referred to as the "Interest");
- c) The Loan Amount shall be disbursed by the Lender until the 30<sup>th</sup> of June 2010 inclusively by means of a bank transfer to the Borrower's account. The Date of disbursement of the Loan Amount shall mean the day of debiting the funds from the Lender's account;
- d) The loan amount shall be repaid to the Lender on a lump-sum basis by the date 11 (Eleven) months after the date of disbursement of the Loan Amount; The date of repayment of the Loan Amount by the Borrower, the date of interest payment under this Agreement shall mean the date of crediting the funds to the Lender's account;
- e) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower to the Lender in rubles of the Russian Federation. The Interest shall be paid by the Borrower simultaneously at the Loan Repayment Date. The Interest shall be accrued monthly per each day from the date of disbursement of the Loan Amount but not including this date, on the outstanding Loan Amount. The Interest shall cease to be accrued at the date of

repayment of the Loan Amount in full. In case of the partial repayment of the loan amount, the interest shall be accrued from the day following the day of the partial repayment on the balance of the loan amount. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;

g) The Borrower may prepay the Loan Amount and the Interest under this Agreement fully or partially.

h) Costs (commission, fees) associated with transfer of the Loan Amount shall be borne by the Party effecting the relevant transfer.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

## **92) Loan Agreement.**

### **Parties (beneficiaries) to the transaction:**

- Open Joint Stock Company Coal Company Southern Kuzbass (OJSC Southern Kuzbass) – the Lender;
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

### **Subject-matter of the transaction:**

The Lender shall provide the Borrower with funds under the terms and conditions stipulated in the Contract and the Borrower shall repay the Lender the amount disbursed under the Contract and pay interest for utilization of the funds.

### **Transaction price and other essential terms and conditions:**

a) The total amount of funds to be extended under the loan agreement makes **800,000,000.00** (Eight hundred million) rubles;

b) The interest rate for utilization of the funds makes 8.0 % per annum (hereinafter referred to as the "Interest");

c) The Lender shall disburse the funds until the **31<sup>st</sup> of December 209 (inclusively)** to the settlement account of the Borrower;

The date of disbursement shall mean the day of debiting the funds from the Lender's settlement account.

d) The entire Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 2 (Two) years after the date of disbursement of the Loan Amount;

e) The purpose for provision of the funds: replenishment of current assets of the Borrower;

f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting the Interest Amount to the settlement account of the Lender. The Interest shall be accrued from the day following the day of debiting the funds from the settlement account of the Lender. Interest shall be accrued daily from the date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;

g) The Borrower may prepay the loan amount and the Interest under this Agreement fully or partially.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

93) Supplementary Agreement No. 1 to Loan Agreement No. 890 UK/09 dated the 16<sup>th</sup> of July 2009 (hereinafter referred to as the "Agreement").

Parties to the transaction: Open Joint Stock Company Mechel (the Borrower); Open Joint Stock Company Coal Company Southern Kuzbass (OJSC Southern Kuzbass) (the Lender).

The Supplementary Agreement amends the following essential terms and conditions of the Agreement;

(A) The Lender shall provide the Borrower with funds (hereinafter referred to as the "loan amount") for the purpose to replenish current assets of the latter, at such amount and under such terms and conditions as provided for by the Agreement, and the Borrower shall repay the Lender the loan amount received under the Agreement and pay interest for utilization of the funds at the rate of 8.0 % per annum.

B) The Lender shall disburse the funds until the 31<sup>st</sup> of December 2009 (inclusively) to the settlement account of the Borrower;

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

**94) Supplementary Agreement No. 6 to Loan Agreement No. 197/M-06 dated the 20<sup>th</sup> of November 2006** (hereinafter referred to as the "Agreement").

Parties to the transaction: Open Joint Stock Company Mechel (the Borrower); Open Joint Stock Company Moscow Coke and Gas Plant (OJSC Moscow Coke and Gas Plant) (the Lender);

The Supplementary Agreement amends the following essential terms and conditions of the Agreement;

A) The Lender shall provide the Borrower with the funds (hereinafter referred to as the "loan amount") for the purpose to finance current operations of the latter, in such amount and under such terms and conditions as provided for by the Agreement, and the Borrower shall repay the Lender the loan amount received under the Agreement and pay interest for utilization of the funds at the rate of 7.6 % per annum.

B) The loan amount shall be repaid to the Lender on a lump-sum basis by the date 4 (Four) years after the date of disbursement of the Loan Amount;

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

**95) Loan Agreement.**

**Parties (beneficiaries) to the transaction:**

- Open Joint Stock Company Coal Company Southern Kuzbass (OJSC Southern Kuzbass) – the Lender;
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

**Subject-matter of the transaction:**

The Lender shall provide the Borrower with funds in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the Loan Amount disbursed under the Agreement and pay interest for utilization of the funds.

**Transaction price and other essential terms and conditions:**

a) the total amount of funds to be extended under the loan agreement makes **502,000,000.00** (Five hundred two million) rubles;

b) The interest rate for utilization of the funds makes 7.2 % per annum (hereinafter referred to as the "Interest");

c) The Lender shall disburse funds until the **31<sup>st</sup> of December 2009. (inclusively)** to the settlement account of the Borrower; The date of disbursement shall mean the day of debiting the funds from the Lender's settlement account.

d) The entire Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 2 (Two) years after the date of disbursement of the Loan Amount;

e) The purpose for provision of the funds: replenishment of current assets of the Borrower;

f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting the Interest Amount to the settlement account of the Lender. The Interest shall be accrued from the day following the day of debiting the funds from the settlement account of the Lender. Interest shall be accrued daily from the date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;

g) The Borrower may prepay the Loan Amount and the Interest under this Agreement fully or partially.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

**96) Loan Agreement.**

**Parties (beneficiaries) to the transaction:**

- Open Joint Stock Company Coal Company Southern Kuzbass (OJSC Southern Kuzbass) – the Lender;
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

**Subject-matter of the transaction:**

The Lender shall provide the Borrower with funds in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the Loan Amount disbursed under the Agreement and pay interest for utilization of the funds.

**Transaction price and other essential terms and conditions:**

- a) The total amount of funds to be extended under the loan agreement makes **250,000,000.00** (Two hundred fifty million) rubles;
- b) The interest rate for utilization of the funds makes 7.6 % per annum (hereinafter referred to as the "Interest");
- c) The Lender shall disburse funds until the 31<sup>st</sup> of December 2009 (inclusively) to the settlement account of the Borrower; the date of disbursement shall mean the day of debiting the funds from the Lender's settlement account.
- d) The entire Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 2 (Two) years after the date of disbursement of the Loan Amount;
- e) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting the Interest Amount to the settlement account of the Lender. The Interest shall be accrued from the day following the day of debiting the funds from the settlement account of the Lender. Interest shall be accrued daily from the date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;
- g) The Borrower may prepay the Loan Amount and the Interest under this Agreement fully or partially.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

**97) Loan Agreement.****Parties (beneficiaries) to the transaction:**

- Open Joint Stock Company Korshunov Mining Plant (OJSC Korshunov Mining Plant) - the Lender.
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

**Subject-matter of the transaction:**

The Lender shall provide the Borrower with funds in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the Loan Amount disbursed under the Agreement and pay interest for utilization of the funds.

**Transaction price and other essential terms and conditions:**

- a) The total amount of funds to be extended under the loan agreement makes **200,000,000.00** (Two hundred million) rubles;
- b) The interest rate for utilization of the funds makes 8.0 % per annum (hereinafter referred to as the "Interest");
- c) the Lender shall disburse funds until the 30<sup>th</sup> of April 2010 (inclusively) to the settlement account of the Borrower; The date of disbursement shall mean the day of debiting the funds from the Lender's settlement account.
- d) The entire Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 2 (Two) years after the date of disbursement of the Loan Amount;
- e) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting the Interest Amount to the settlement account of the Lender. The Interest shall be accrued from the day following the day of debiting

the funds from the settlement account of the Lender. Interest shall be accrued daily from the date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;

g) The Borrower may prepay the Loan Amount and the Interest under this Agreement fully or partially.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

#### **98) Loan Agreement.**

##### **Parties (beneficiaries) to the transaction:**

- Open Joint Stock Company Korshunov Mining Plant (OJSC Korshunov Mining Plant) - the Lender.
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

##### **Subject-matter of the transaction:**

The Lender shall provide the Borrower with funds in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the Loan Amount disbursed under the Agreement and pay interest for utilization of the funds.

##### **Transaction price and other essential terms and conditions:**

- a) The total amount of funds to be extended under the loan agreement makes **200,000,000.00** (Two hundred million) rubles;
- b) The interest rate for utilization of the funds makes 8.0 % per annum (hereinafter referred to as the "Interest");
- c) the Lender shall disburse funds until the 30<sup>th</sup> of April 2010 (inclusively) to the settlement account of the Borrower; The date of disbursement shall mean the day of debiting the funds from the Lender's settlement account.
- d) The entire Loan Amount disbursed to the Customer under this Agreement shall be repaid to the Lender by the date 1 (One) year and 7 (Seven) months after the date of disbursement of the Loan Amount;
- e) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting the Interest Amount to the settlement account of the Lender. The Interest shall be accrued from the day following the day of debiting the funds from the settlement account of the Lender. Interest shall be accrued daily from the date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;
- g) The Borrower may prepay the Loan Amount and the Interest under this Agreement fully or partially.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 07.12.2009.*

#### **99) Loan Agreement.**

##### **Parties (beneficiaries) to the transaction:**

- Open Joint Stock Company Korshunov Mining Plant (OJSC Korshunov Mining Plant) - the Lender.
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

##### **Subject-matter of the transaction:**

The Lender shall provide the Borrower with the funds in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the Loan Amount disbursed under the Agreement and pay the interest for utilization of the funds.

##### **Transaction price and other essential terms and conditions:**

- a) The total amount of the funds to be extended under the loan agreement makes **200,000,000.00** (Two hundred million) rubles;

- b) The interest rate for utilization of the funds makes 8.0 % per annum (hereinafter referred to as the "Interest");
- c) the Lender shall disburse the funds until the 30<sup>th</sup> of April 2010. (inclusively) to the settlement account of the Borrower; The date of disbursement shall mean the day of debiting the funds from the Lender's settlement account.
- d) The entire Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 1 (One) year and 3 (Three) months after the date of disbursement of the Loan Amount;
- e) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting of the Interest Amount to the settlement account of the Lender. The Interest shall be accrued since the day following the day of debiting the funds from the settlement account of the Lender. The Interest shall be accrued daily since the date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;
- g) The Borrower may prepay the Loan Amount and the Interest under this Agreement fully or partially.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 07.12.2009.*

#### **100) Loan Agreement.**

##### **Parties (beneficiaries) to the transaction:**

- Open Joint Stock Company Korshunov Mining Plant (OJSC Korshunov Mining Plant) - the Lender.
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

##### **Subject-matter of the transaction:**

The Lender shall provide the Borrower with the funds in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the Loan Amount disbursed under the Agreement and pay the interest for utilization of the funds.

##### **Transaction price and other essential terms and conditions:**

- a) The total amount of the funds to be extended under the loan agreement makes **200,000,000.00** (Two hundred million) rubles;
- b) The interest rate for utilization of the funds makes 8.0 % per annum (hereinafter referred to as the "Interest");
- c) the Lender shall disburse the funds until the 30<sup>th</sup> of April 2010 (inclusively) to the settlement account of the Borrower; The date of disbursement shall mean the day of debiting the funds from the Lender's settlement account.
- d) The entire Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 9 (Nine) months after the date of disbursement of the Loan Amount;
- e) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting of the Interest Amount to the settlement account of the Lender. The Interest shall be accrued since the day following the day of debiting the funds from the settlement account of the Lender. The Interest shall be accrued daily since the date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;
- g) The Borrower may prepay the Loan Amount and the Interest under this Agreement fully or partially.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 07.12.2009.*

#### **101) Loan Agreement.**

##### **Parties (beneficiaries) to the transaction:**

- Open Joint Stock Company Korshunov Mining Plant (OJSC Korshunov Mining Plant) - the Lender.

- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

**Subject-matter of the transaction:**

The Lender shall provide the Borrower with the funds in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the Loan Amount disbursed under the Agreement and pay the interest for utilization of the funds.

**Transaction price and other essential terms and conditions:**

- a) The total amount of the funds to be extended under the loan agreement makes **200,000,000.00** (Two hundred million) rubles;
- b) The interest rate for utilization of the funds makes 8.0 % per annum (hereinafter referred to as the "Interest");
- c) the Lender shall disburse the funds until the 30<sup>th</sup> of April 2010 (inclusively) to the settlement account of the Borrower; The date of disbursement shall mean the day of debiting the funds from the Lender's settlement account.
- d) The entire Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 6 (Six) months after the date of disbursement of the Loan Amount;
- e) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting of the Interest Amount to the settlement account of the Lender. The Interest shall be accrued since the day following the day of debiting the funds from the settlement account of the Lender. The Interest shall be accrued daily since the date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;
- g) The Borrower may prepay the Loan Amount and the Interest under this Agreement fully or partially.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 07.12.2009.*

**102) Loan Agreement.**

**Parties (beneficiaries) to the transaction:**

- Open Joint Stock Company Moscow Coke and Gas Plant (OJSC Moscow Coke and Gas Plant) - the Lender.
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

**Subject-matter of the transaction:**

The Lender shall provide the Borrower with the funds in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the Loan Amount disbursed under the Agreement and pay the interest for utilization of the funds.

**Transaction price and other essential terms and conditions:**

- a) The total amount of the funds to be extended under the loan agreement makes **220,000,000.00** (Two hundred twenty million) rubles;
- b) The interest rate for utilization of the funds makes 7.2 % per annum (hereinafter referred to as the "Interest");
- c) the Lender shall disburse the funds until the 30<sup>th</sup> of April 2010. (inclusively) to the settlement account of the Borrower; The date of disbursement shall mean the day of debiting the funds from the Lender's settlement account.
- d) The entire Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 6 (Six) months after the date of disbursement of the Loan Amount;
- e) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting of the Interest Amount to the settlement account of the Lender. The Interest shall be accrued since the day following the day of debiting the funds from the settlement account of the Lender. The Interest shall be accrued daily since the

date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;  
g) The Borrower may repay the Loan Amount and the Interest under this Agreement fully or partially.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 07.12.2009.*

### **103) Loan Agreement.**

#### **Parties (beneficiaries) to the transaction:**

- Open Joint Stock Company Korshunov Mining Plant (OJSC Korshunov Mining Plant) - the Lender.
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

#### **Subject-matter of the transaction:**

The Lender shall provide the Borrower with the funds in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the Loan Amount disbursed under the Agreement and pay the interest for utilization of the funds.

#### **Transaction price and other essential terms and conditions:**

- a) The total amount of the funds to be extended under the loan agreement makes **200,000,000.00** (Two hundred million) rubles;
- b) The interest rate for utilization of the funds makes 7.2 % per annum (hereinafter referred to as the "Interest");
- c) the Lender shall disburse the funds until the 30<sup>th</sup> of April 2010 (inclusively) to the settlement account of the Borrower; The date of disbursement shall mean the day of debiting the funds from the Lender's settlement account.
- d) The entire Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 1 (One) year and 5 (Five) months after the date of disbursement of the Loan Amount;
- e) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting of the Interest Amount to the settlement account of the Lender. The Interest shall be accrued since the day following the day of debiting the funds from the settlement account of the Lender. The Interest shall be accrued daily since the date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;
- g) The Borrower may repay the Loan Amount and the Interest under this Agreement fully or partially.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 07.12.2009.*

### **104) Loan Agreement.**

#### **Parties (beneficiaries) to the transaction:**

- Open Joint Stock Company Korshunov Mining Plant (OJSC Korshunov Mining Plant) - the Lender.
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

#### **Subject-matter of the transaction:**

The Lender shall provide the Borrower with the funds in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the Loan Amount disbursed under the Agreement and pay the interest for utilization of the funds.

#### **Transaction price and other essential terms and conditions:**

- a) The total amount of the funds to be extended under the loan agreement makes **200,000,000.00** (Two hundred million) rubles;
- b) The interest rate for utilization of the funds makes 7.2 % per annum (hereinafter referred to as the "Interest");

- c) the Lender shall disburse the funds until the 30<sup>th</sup> of April 2010. (inclusively) to the settlement account of the Borrower; The date of disbursement shall mean the day of debiting the funds from the Lender's settlement account.
- d) The entire Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 9 (Nine) months after the date of disbursement of the Loan Amount;
- e) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting of the Interest Amount to the settlement account of the Lender. The Interest shall be accrued since the day following the day of debiting the funds from the settlement account of the Lender. The Interest shall be accrued daily since the date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;
- g) The Borrower may prepay the Loan Amount and the Interest under this Agreement fully or partially. The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 07.12.2009.*

### **105) Loan Agreement.**

#### **Parties (beneficiaries) to the transaction:**

- Open Joint Stock Company Korshunov Mining Plant (OJSC Korshunov Mining Plant) - the Lender.
- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;

#### **Subject-matter of the transaction:**

The Lender shall provide the Borrower with the funds in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the Loan Amount disbursed under the Agreement and pay the interest for utilization of the funds.

#### **Transaction price and other essential terms and conditions:**

- a) the Lender shall disburse the funds until the **30<sup>th</sup> of April 2010** (inclusively) to the settlement account of the Borrower;
- b) The interest rate for utilization of the funds makes 7.2 % per annum (hereinafter referred to as the "Interest");
- c) the Lender shall disburse the funds until the 30<sup>th</sup> of April 2010 (inclusively) to the settlement account of the Borrower; The date of disbursement shall mean the day of debiting the funds from the Lender's settlement account.
- d) The entire Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 7 (Seven) months after the date of disbursement of the Loan Amount;
- e) The purpose for provision of the funds: replenishment of current assets of the Borrower;
- f) The Interest under this Agreement is payable by the Borrower simultaneously with repayment of the principal debt. The date of the interest payment shall mean the date of crediting of the Interest Amount to the settlement account of the Lender. The Interest shall be accrued since the day following the day of debiting the funds from the settlement account of the Lender. The Interest shall be accrued daily since the date following the day of Loan disbursement until the day of repayment inclusively. For the purpose of the Interest calculation the number of days per year is 365 or 366 (in case of a intercalary year) days;
- g) The Borrower may prepay the Loan Amount and the Interest under this Agreement fully or partially.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 07.12.2009.*

### **106) Loan Agreement.**

#### **Parties (beneficiaries) to the transaction:**

- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;
- Open Joint Stock Company Southern Urals Nickel Plant (OJSC Southern Urals Nickel Plant) – the Lender;

#### **Subject-matter of the transaction:**

The Lender shall provide the Borrower with the funds (hereinafter referred to as the "loan amount") in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the amount disbursed under the Agreement and pay interest for utilization of the funds.

Transaction price and other essential terms and conditions:

- a) the total amount of the funds to be extended under the loan agreement(s) makes 340,000,000.00 (Three hundred forty million) rubles;
- b) the interest rate for utilization of the funds makes 13.5 % per annum;
- c) the term of utilization of the funds; The Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 1 (One) year and 5 (Five) months after the date of disbursement of the Loan Amount;
- d) the purpose for provision of the funds: for replenishment of current assets;
- e) the Borrower shall pay the Interest at the Date of Repayment of the Loan Amount;
- f) the Borrower's possibility to prepay the loan amount and interest fully or partially

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 12.12.2009.*

#### 107) Loan Agreement.

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;
- Open Joint Stock Company Southern Urals Nickel Plant (OJSC Southern Urals Nickel Plant) – the Lender;

Subject-matter of the transaction:

The Lender shall provide the Borrower with the funds (hereinafter referred to as the "loan amount") in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the amount disbursed under the Agreement and pay interest for utilization of the funds.

Transaction price and other essential terms and conditions:

- a) the total amount of the funds to be extended under the loan agreement(s) makes 360,000,000.00 (Three hundred sixty million) rubles;
- b) the interest rate for utilization of the funds makes 13.5 % per annum;
- c) the term of utilization of the funds; The Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 1 (One) year after the date of disbursement of the Loan Amount;
- d) the purpose for provision of the funds: for replenishment of current assets;
- e) the Borrower shall pay the Interest at the Date of Repayment of the Loan Amount;
- f) the Borrower's possibility to prepay the loan amount and the interest fully or partially

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 17.12.2009.*

#### 108) Loan Agreement.

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;
- Open Joint Stock Company Holding Company Yakutugol (OJSC HC Yakutugol) - the Lender.

Subject-matter of the transaction:

The Lender shall provide the Borrower with the funds (hereinafter referred to as the "loan amount") in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the amount disbursed under the Agreement and pay interest for utilization of the funds.

Transaction price and other essential terms and conditions:

- a) the total amount of the funds to be extended under the loan agreement(s) makes 850,000,000.00 (Eight hundred fifty million) rubles;
- b) the interest rate for utilization of the funds makes 13.5 % per annum;

- c) the term of utilization of the funds; The Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 2 (Two) years after the date of disbursement of the Loan Amount;
- d) the purpose for provision of the funds: for replenishment of current assets;
- e) the Borrower shall pay the Interest at the Date of Repayment of the Loan Amount;
- f) the Borrower's possibility to prepay the loan amount and the interest fully or partially

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 17.12.2009.*

#### **109) Loan Agreement.**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;
- Open Joint Stock Company Holding Company Yakutugol (OJSC HC Yakutugol) - the Lender.

Subject-matter of the transaction:

The Lender shall provide the Borrower with the funds (hereinafter referred to as the "loan amount") in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the amount disbursed under the Agreement and pay interest for utilization of the funds

Transaction price and other essential terms and conditions:

- a) the total amount of the funds to be extended under the loan agreement(s) makes 750,000,000.00 (Seven hundred fifty million) rubles;
- b) the interest rate for utilization of the funds is 13.5 % per annum;
- c) the term of utilization of the funds; The Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 1 (One) year and 5 (Five) months after the date of disbursement of the Loan Amount;
- d) the purpose for provision of the funds: for replenishment of current assets;
- e) the Borrower shall pay the Interest at the Date of Repayment of the Loan Amount;
- f) the Borrower's possibility to prepay the loan amount and the interest fully or partially

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 17.12.2009.*

#### **110) Loan Agreement.**

Parties (beneficiaries) to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Borrower;
- Open Joint Stock Company Holding Company Yakutugol (OJSC HC Yakutugol) - the Lender.

Subject-matter of the transaction:

The Lender shall provide the Borrower with the funds (hereinafter referred to as the "loan amount") in amount and under the terms and conditions stipulated in the Agreement and the Borrower shall repay the Lender the amount disbursed under the Agreement and pay interest for utilization of the funds.

Transaction price and other essential terms and conditions:

- a) the total amount of the funds to be extended under the loan agreement(s) makes 700,000,000.00 (Seven hundred million) rubles;
- b) the interest rate for utilization of the funds makes 13.5 % per annum;
- c) the term of utilization of the funds; the Loan Amount disbursed to the Borrower under this Agreement shall be repaid to the Lender by the date 1 (One) year after the date of disbursement of the Loan Amount;
- d) the purpose for provision of the funds: for replenishment of current assets;
- e) the Borrower shall pay the Interest at the Date of Repayment of the Loan Amount;
- f) the Borrower's possibility to prepay the loan amount and the interest fully or partially

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes); *The Board of Directors of the Company, Minutes dated 17.12.2009.*

**111) Guarantee Agreement**(a transaction interrelated with the previously concluded transaction – Guarantee Agreement No.29-262/17/2402-09-II/2401 dated 14.12.2009 between OJSC Mechel and Open Joint Stock Company Commercial Bank "Bank Moscow" (Open Joint Stock Company).

Parties to the transaction:

- Open Joint Stock Company Mechel (OJSC Mechel) - the Guarantor;
- Joint Stock Commercial Bank "Bank of Moscow" (Open Joint Stock Company) – the Lender or the Bank.

The beneficiary:

- Open Joint Stock Company Holding Company Yakutugol -the Borrower or the Debtor.

**Subject-matter, price of the transaction and other essential terms and conditions:**

The Guarantor shall be fully and jointly liable to the Lender for non-fulfillment of the Debtor's obligations under the Credit Line Agreement concluded between the Bank and the Borrower (hereinafter referred to as the " Credit Line Agreement " or the "Agreement") under the following essential terms and conditions:

I. The Lender shall open a credit line for the Borrower in accordance with such procedure and under such terms and conditions as prescribed by the Agreement, with the total maximum amount of funds disbursed to the Borrower (hereinafter referred to as the "disbursement limit") equal to **200,000,000 (Two hundred million) rubles 00 kopecks**.

The Credit Line shall mean multiple disbursements by the Lender to the Borrower of funds within the established disbursement limit under the terms and conditions of the Credit Line Agreement.

- Purpose of the Loans under the Credit Line: replenishment of current assets.
- The final date of repayment of the received funds – the 31<sup>st</sup> of May 2013.

The Interest rate for utilization of the loan is equal to the applicable refinancing rate set by the Bank of Russia **plus 1.8 (One point eight tenths) percentage point (hereinafter referred to as the "interest")**.

The Interest over the current interest period shall be effected by the Borrower on the last business day of the specified interest period. The interest period shall mean a calendar year over which the interest is accrued and payable for utilization of the loan. The first interest period shall commence on the day following the day of the first drawdown of funds under the loan and shall terminate on the same day (the first interest period is 1 calendar day). The second interest day shall commence on the day following the day of termination of the first interest period and shall terminate on the last calendar day of the current month. Further interest periods correspond to calendar months. The last interest period shall terminate on the day of repayment of the loan as determined by the terms and conditions of the Loan Agreement. In case of prepayment of the loan by the Borrower the interest payable shall be paid by the Borrower simultaneously with repayment of the loan.

- The Borrower shall repay funds received under the Credit Line to the Bank according to the following schedule:

The loan amount of **25,000,000 (Twenty five million) rubles 00 kopecks** - repayable on the 31<sup>st</sup> of October 2012;

The loan amount of **25,000,000 (Twenty five million) rubles 00 kopecks** - repayable on the 30<sup>th</sup> of November 2012;

The loan amount of **25,000,000 (Twenty five million) rubles 00 kopecks** - repayable on the 31<sup>st</sup> of December 2012;

The loan amount of **25,000,000 (Twenty five million) rubles 00 kopecks** - repayable on the 31<sup>st</sup> of January 2013;

The loan amount of **25,000,000 (Twenty five million) rubles 00 kopecks** - repayable on the 28<sup>th</sup> of February 2013;

The loan amount of **25,000,000 (Twenty five million) rubles 00 kopecks** - repayable on the 29<sup>th</sup> of March 2013;

The loan amount of **25,000,000 (Twenty five million) rubles 00 kopecks** - repayable on the 30<sup>th</sup> of April 2013;

The loan amount of **25,000,000 (Twenty five million) rubles 00 kopecks** - repayable on the 31<sup>st</sup> of May 2013;

- to pay the interest for utilization of the loan as well as the penalties provided for by the Loan Agreement.

**II.** The Guarantor shall bear full and joint liability with the Borrower to the Bank (including the obligation to repay the loan, pay interest, fees, penalties under the Loan Agreement) for fulfillment of its obligations under the Loan Agreement (in particular, in case of acceleration of the loan by the Bank from the Borrower).

In case of the Guarantor's non-fulfillment/improper fulfillment of its obligations under the Guarantee Agreement within the terms established thereby, the Guarantor shall pay penalties to the Bank at the rate of 0.01 (Zero point one hundredth) percent on the amount of the non-fulfilled Claim of the Bank per each day of the delay.

In case of the Guarantor's non-fulfillment/improper fulfillment of any of the obligations to provide the Bank with the right for direct debiting the Guarantor's accounts opened in the servicing banks, the Bank may charge a penalty upon the Guarantor at the rate of 0.005 (Zero point five thousandths) percent of the amount of the Borrower's debt under the loan for each such violation, per each day of the non-fulfillment of each of the above mentioned obligations.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 24.12.2009.*

**Note, that at the Annual general meeting of shareholders of OJSC Mechel the following interested-party transactions were approved:**

• To approve Open Joint Stock Company Mechel (hereinafter referred to as the "**Company**") executing the following interested-party transactions (hereinafter collectively referred to as the "**Transactions**" and individually – the "**Transaction**):

1. In connection with raising a syndicated loan by the Open Joint Stock Company Chelyabinsk Metallurgical Plant (hereinafter referred to as the "**CMP**") (hereinafter referred to as "**CMP Loan A**") on the basis of the following contracts (agreements) and documents (hereinafter referred to as the "**Loan Documentations on CMP Loan A**"):

- a. loan agreement;
- b. letters-agreements on fees and/or commissions related to the loan agreement and/or other Loan Documentation on CMP Loan A;
- c. contract(s) of pledge and/or hypothec of movable and/or immovable property;
- d. contract(s) for security concession and/or other encumbrance of rights under export contracts and related contract(s) with the trustee of the security;
- e. bank account contract(s);
- f. contract(s) of pledge (concession) and/or other encumbrance of rights under the bank account(s) (including rights under the relevant bank account contract(s) and related contract(s) with the trustee of the security and/or contract(s) on provision of the right for direct debiting of funds from the bank account(s);
- g. other contracts (agreements) and documents concluded (executed) on the basis of the above mentioned contracts (agreements) and documents and/or in connection and/or in accordance with the same,

concluded by CMP as the borrower, pledger and/or assignee and/or in any other capacity provided for by the Loan Documentation on CMP Loan A with any of the following parties (including any of their branches, representative offices, subdivisions and/or other independent/standalone units): ABN AMRO Bank N.V. (including its London Branch), The Royal Bank of Scotland Plc, Bayerische Hypo-und-Vereinsbank AG, BNP Paribas SA (including its London Branch), BNP Paribas (Suisse) SA, CALYON, Credit Europe Bank N.V. (including its Malta Branch), Commerzbank Aktiengesellschaft (including its London Branch), Demir-Halk Bank (Nederland) N.V., Eurasian Financial Services Plc, Fortis Bank (Nederland) N.V. (including

its London Branch), Garanti Bank, Hillside Apex Fund (managed by Thames River Capital LLP), ICICI Bank UK Plc, ING Bank N.V., Natixis (including its London Branch), Raiffeisen-Boerenleenbank (Rabobank International), Raiffeisen Zentralbank Osterreich AG, "BNP PARIBAS Bank" Closed Joint Stock Company, Gazprombank (Open Joint Stock Company), ING BANK (EURASIA) CJSC (Closed Joint Stock Company), Royal Bank of Scotland (Closed Joint Stock Company), Joint Stock Bank ORGRESBANK (Open Joint Stock Company), Closed Joint Stock Company COMMERZBANK (EURASIA), Closed Joint Stock Company Commercial and Investment Bank CALION RUSBANK, Closed Joint Stock Company Natixis Bank, Closed Joint Stock Company Raiffeisenbank, Closed Joint Stock Company UniCredit Bank, Commercial Joint Stock Bank Bank Societe Generale Vostok (Closed Joint Stock Company), Law Debenture Trust Corporation plc., TMF Trustee Limited, Capita Trust Company Limited, Citibank N.A. (including its London Branch) as well as any of their parent and/or subsidiary (affiliated) companies and/or any of their affiliates as well as other entities named in the Loan Documentation on CMP Loan A (hereinafter collectively referred to as the – "**Lenders for CMP Loan A**", and individually - "**Lender for CMP Loan A**"), as arrangers, lenders, Credit Line agent(s) (hereinafter referred to as the "**Credit Line Agent for CMP Loan A**"), security agent(s), security trustees, account bank(s) and/or service bank(s) (including mandated bank(s) (hereinafter referred to as the "**Russian Service Bank for CMP Loan A**" and/or bank(s) located outside the Russian Federation (including in London, Great Britain) (hereinafter referred to as the "**Foreign Service Bank for CMP Loan A**")), joint lender (hereinafter referred to as the "**Joint Lender for CMP Loan A**"), bank(s) providing a fixed (special) interest rate (hereinafter referred to as the "**Banks of fixed interest rate for CMP Loan A**"), and/or in other capacities provided for by the Loan Documentation on CMP Loan A

**Subject-Matter of the Transaction(s):** The Company shall provide the security/collateral against full and timely fulfilled obligations of CMP and/or other debtors under the Loan Documentation on CMP Loan A on the basis of the following contracts (agreements) and documents (hereinafter referred to as the "**Security Documentation of the Company on CMP Loan A**"):

- 1.1. guarantee (Surety) contract(s);
- 1.2. contract(s) of pledge of ordinary registered non-documentary shares of the Company in CMP with the nominal value of 1 (One) ruble per share (state registration number of issue 1-01-00080-A);
- 1.3. contract(s) of pledge and/or other encumbrance of shares in Oriel Resources PLC belonging to the Company with the nominal value of 0.01 pounds and related contract(s) with the security/collateral trustee;
- 1.4. 1.4. other contracts (agreements) and documents concluded (executed) on the basis of the above mentioned contracts (agreements) and documents and/or in connection and/or in accordance with the same,

concluded between the following parties to the Transaction(s) – the Company, on the one hand, and, on the other hand, the Credit Line Agent for CMP Loan A, Joint Lender for CMP Loan A and/or security trustee and any of the Lenders for CMP Loan A and/or other persons named in the Security Documentation of the Company on CMP Loan A, for the term until full fulfillment of the secured obligations under the Loan Documentation on CMP Loan A on the basis of the following essential terms and conditions:

- (i) the total amount of CMP Loan A: not more than 1,000,000,000 (One billion) US dollars repayable on a monthly basis (or within other agreed terms);
- (ii) the final maturity date of CMP Loan A: not later than the 31<sup>st</sup> of December 2014;
- (iii) the interest rate for CMP Loan A is to be set in percents per annum and may represent the sum of:
  - margin at the rate not exceeding 7 per cent per annum;
  - LIBOR rate over the relevant period of the interest accrual or fixed (or other special) interest rate to be separately agreed upon between the CMP, Banks of the fixed interest rate for CMP Loan A and/or the Credit Line Agent for CMP Loan A; and

- addition to the interest rate (mandatory cost) which ensures compensation to the Lenders for CMP Loan A for the expenses associated with observance of requirements of the central bank and/or other bank regulatory and supervision bodies and/or other competent regulation and supervision bodies in relevant jurisdictions, payable in accordance with the Loan Documentation on CMP Loan A,

and, in addition to the above mentioned interest rate, an additional (capitalized) interest shall be accrued on the outstanding amount of the principal debt under CMP Loan A at the rate not exceeding 1 percent per annum, and upon expiration of each relevant interest period the amount of the principal debt under CMP Loan A shall increase by the amount of thus accrued capitalized interest;

- (iv) amount of penalties payable by CMP in case of any delay in fulfillment of the obligations for repayment of the debt, accrued on the overdue amount of the debt: not more than 2 percent per annum in addition to the interest rate for CMP Loan A;
- (v) the arrangement fee for CMP Loan A: not more than 2 percent of the total Amount of CMP Loan A;
- (vi) other security of fulfillment of obligations under the Loan Documentation on CMP Loan A:
  - guarantees (sureties) provided on the joint basis with the Company by the following entities: OJSC HC Yakutugol, Mechel-Mining, Mechel-Finance, LLC Mechel Trading House, Mechel Trading AG, Oriel Resources plc and LLC Mechel-Coke as well as other subsidiaries (affiliates) and/or affiliates of the Company and/or other entities (hereinafter collectively referred to as the "**Guarantors for CMP Loan A**", and individually as the "**Guarantor for CMP Loan A**"), each of which secures full and timely fulfillment of obligations of CMP, other Guarantors for CMP Loan A and/or other debtors under the Loan Documentation on CMP Loan A;
  - assignment and/or other encumbrance of rights (including rights for receipt of payments) of CMP and/or OJSC HC Yakutugol under export contracts concluded (to be concluded) by them with Mechel Trading AG and/or other entities including subsidiaries (affiliates) and/or affiliates of the Company;
  - assignment and/or other encumbrance of rights of Mechel Trading AG for receipt of payments (in particular, on the basis of letters of credit and/or other payment (settlement) agreements and documents) under sale and purchase (supply) contracts concluded (to be concluded) by it;
  - pledge (assignment) and/or other encumbrance of rights under bank account(s) (including relevant bank account contract(s) and/or the right of direct debit of funds from the bank account(s) in relation to accounts in US dollars, Euro, rubles and/or other currencies opened (to be opened) by CMP and/or OJSC HC Yakutugol and/or Mechel Trading AG at mandated banks and/or banks located outside the Russian Federation (including London, Great Britain) including the Russian servicing bank for CMP Loan A and/or the Foreign servicing bank for CMP Loan A;
  - pledge of shares in the authorized capital stock of the Open Joint Stock Company Coal Company Southern Kuzbass (hereinafter referred to as the "**SK**") belonging to OJSC Mechel-Mining;
  - pledge(s) and/or hypothec(s) of movable and/or immovable property belonging to CMP;
  - other security to be provided by CMP, Guarantors for CMP Loan A and/or other parties including subsidiaries (affiliates) and/or affiliates of the Company;

**The beneficiaries** under the Security Documentation of the Company on CMP Loan A are CMP, Guarantors for CMP Loan A (other than the Company) and/or other debtors under the Loan Documentation for CMP Loan A.

The price of the property representing the subject-matter of the Transactions contemplated by the Security Documentation of the Company on CMP Loan A includes the total amount of obligations of the CMP under the Loan Documentation of the Company on CMP Loan A and amounts to more than 2 percent and less than 50 percent of the balance sheet value of the Company's assets according to data of its accounting statements as of the most recent accounting date and corresponds to the market conditions.

To instruct the sole executive body of the Company (with the right of delegation) to determine and agree the form and substance of final versions of the Security Documentation of the Company for CMP Loan A within the framework of the essential terms and conditions approved by the competent management bodies of the Company, and to sign on behalf of the Company (with the right of delegation) the above mentioned documentation and other related documents and to authorize the sole executive body of the Company (with the right of delegation) to further amend this documentation and other related documents within the framework of the essential terms and conditions approved by the competent management bodies of the Company, to conclude relevant supplements and/or supplementary agreements and to sign all other necessary documents in connection with this authority.

• In connection with SK raising the syndicated loan (hereinafter referred to as "**SK Loan A**") on the basis of the following contracts (agreements) and documents (hereinafter referred to as the "**Loan Documentation of the Company on SK Loan A**"):

- a. loan agreement;
- b. letters-agreements on fees and/or commissions related to the loan agreement and/or other Loan Documentation on SK Loan A;
- c. contract(s) of pledge and/or hypothec of movable and/or immovable property;
- d. contract(s) for security concession and/or other encumbrance of rights under export contracts and related contract(s) with the trustee of the security;
- e. bank account contract(s);
- f. contract(s) of pledge (concession) and/or other encumbrance of rights under the bank account(s) (including rights under the relevant bank account contract(s) and related contract(s) with the trustee of the security and/or contract(s) on provision of the right for direct debiting of funds from the bank account(s);
- g. other contracts (agreements) and documents concluded (executed) on the basis of the above mentioned contracts (agreements) and documents and/or in connection and/or in accordance with the same,

concluded by SK as the borrower, pledger and/or assignee and/or in any other capacity provided for by the Loan Documentation on SK Loan A with any of the following parties (including any of their branches, representative offices, subdivisions and/or other separated units): ABN AMRO Bank N.V. (including its London Branch), The Royal Bank of Scotland Plc, Bayerische Hypo- und-Vereinsbank AG, BNP Paribas SA (including its London Branch), BNP Paribas (Suisse) SA, CALYON, Credit Europe Bank N.V. (including its Malta Branch), Commerzbank Aktiengesellschaft (including its London Branch), Demir-Halk Bank (Nederland) N.V., Eurasian Financial Services Plc, Fortis Bank (Nederland) N.V. (including its London Branch), Garanti Bank, Hillside Apex Fund (managed by Thames River Capital LLP), ICICI Bank UK Plc, ING Bank N.V., Natixis (including its London Branch), Raiffeisen-Boerenleenbank (Rabobank International), Raiffeisen Zentralbank Osterreich AG, "BNP PARIBAS Bank" Closed Joint Stock Company, Gazprombank (Open Joint Stock Company), ING BANK (EURASIA) CJSC (Closed Joint Stock Company), Royal Bank of Scotland (Closed Joint Stock Company), Joint Stock Bank ORGRESBANK (Open Joint Stock Company), Closed Joint Stock Company COMMERZBANK (EURASIA), Closed Joint Stock Company Commercial and Investment Bank CALION RUSBANK, Closed Joint Stock Company Natixis Bank, Closed Joint Stock Company Raiffeisenbank, Closed Joint Stock Company UniCredit Bank, Commercial Joint Stock Bank

Bank Societe Generale Vostok (Closed Joint Stock Company), Law Debenture Trust Corporation plc., TMF Trustee Limited, Capita Trust Company Limited, Citibank N.A. (including its London Branch) as well as any of their parent and/or subsidiary (affiliated) companies and/or any of their affiliates as well as other entities named in the Loan Documentation on SK Loan A (hereinafter collectively referred to as the – "**Lenders for SK Loan A**", and individually - "**Lender for SK Loan A**"), as arrangers, lenders, Credit Line agent(s) (hereinafter referred to as the "**Credit Line Agent for SK Loan A**"), security agent(s), security trustees, account bank(s) and/or service bank(s) (including mandated bank(s) (hereinafter referred to as the "**Russian Service Bank for SK Loan A**" and/or bank(s) located outside the Russian Federation (including in London, Great Britain) (hereinafter referred to as the "**Foreign Service Bank for SK Loan A**")), joint lender (hereinafter referred to as the "**Joint Lender for SK Loan A**"), bank(s) providing a fixed (special) interest rate (hereinafter referred to as the "**Banks of fixed interest rate for SK Loan A**"), and/or in other capacities provided for by the Loan Documentation on SK Loan A

Subject-Matter of the Transaction(s): The Company shall provide the security of full and timely fulfilled obligations of SK and/or other debtors under the Loan Documentation on SK Loan A on the basis of the following contracts (agreements) and documents (hereinafter referred to as the "**Security Documentation of the Company on SK Loan A**"):

- 2.1. guarantee (Surety) contract(s);
- 2.2. contract(s) of pledge of ordinary registered non-documentary shares of the Company in CMP with the nominal value of 1 (One) ruble per share (state registration number of issue 1-01-00080-A);
- 2.3. contract(s) of pledge and/or other encumbrance of the shares in Oriel Resources PLC belonging to the Company with the nominal value of 0.01 pounds and related contract(s) with the security trustee;
- 2.4. 1.4. other contracts (agreements) and documents concluded (executed) on the basis of the above mentioned contracts (agreements) and documents and/or in connection and/or in accordance with the same,

concluded between the following parties to the Transaction(s) – the Company, on the one hand, and, on the other hand, the Credit Line Agent for SK Loan A, Joint Lender for SK Loan A and/or security trustee and any of the Lenders for SK Loan A and/or other persons named in the Security Documentation of the Company on SK Loan A, for the term until full fulfillment of the secured obligations under the Loan Documentation on SK Loan A on the basis of the following essential terms and conditions:

- (i) the total amount of SK Loan A: not more than 1,000,000,000 (One billion) US dollars repayable on a monthly basis (or within other agreed terms);
- (ii) the final maturity date of SK Loan A: not later than the 31<sup>st</sup> of December 2014;
- (iii) the interest rate for SK Loan A is to be set in percents per annum and may represent the sum of:
  - margin at the rate not exceeding 7 per cent per annum;
  - LIBOR rate over the relevant period of the interest accrual or fixed (or other special) interest rate to be separately agreed upon between the SK, Banks of the fixed interest rate for SK Loan A and/or the Credit Line Agent for SK Loan A; and
  - addition to the interest rate (mandatory cost) which ensures compensation to the Lenders for SK Loan A for expenses associated with observance of requirements of the central bank and/or other bank regulation and supervision bodies and/or other competent regulation and supervision bodies in relevant jurisdictions, payable in accordance with the Loan Documentation on SK Loan A,

and, in addition to the above mentioned interest rate, additional (capitalized) interest shall be accrued on the outstanding amount of the principal debt under SK Loan A at the rate not exceeding 1 percent per annum, and upon expiration of each relevant interest period

the amount of the principal debt under SK Loan A shall increase by the amount of thus accrued capitalized interest;

- (iv) amount of penalties payable by SK in case of any delay in fulfillment of the obligations for repayment of the debt, accrued on the overdue amount of debt: not more than 2 percent per annum in addition to the interest rate for SK Loan A;
- (v) of the arrangement fee for SK Loan A: not more than 2 percent of the total Amount of SK Loan A;
- (vi) other security/collateral against fulfillment of obligations under the Loan Documentation on SK Loan A:
  - guarantees (sureties) provided on the joint basis with the Company by the following entities: OJSC HC Yakutugol, Mechel-Minimng, Mechel-Finance, LLV Mechel Trading House, Mechel Trading AG, Oriel Resources plc and LLC Mechel-Coke as well as other subsidiaries (affiliates) and/or affiliates of the Company and/or other entities (hereinafter collectively referred to as the "**Guarantors for SK Loan A**", and individually as the "**Guarantor for SK Loan A**"), each of which secures full and timely fulfillment of obligations of SK, other Guarantors for SK Loan A and/or other debtors under the Loan Documentation on SK Loan A;
  - assignment and/or other encumbrance of rights (including rights for receipt of payments) of SK and/or OJSC HC Yakutugol under export contracts concluded (to be concluded) by them with Mechel Trading AG and/or other entities including subsidiaries (affiliates) and/or affiliates of the Company;
  - assignment and/or other encumbrance of rights of Mechel Trading AG for receipt of payments (in particular, on the basis of letters of credit and/or other payment (settlement) agreements and documents) under sale and purchase (supply) contracts concluded (to be concluded) by it;
  - pledge of the shares in the authorized capital stock of SK belonging to OJSC Mechel-Mining;
  - pledge (assignment) and/or other encumbrance of rights under bank account(s) (including relevant bank account contract(s) and/or the right of direct debit of funds from the bank account(s) in relation to accounts in US dollars, Euro, rubles and/or other currencies opened (to be opened) by SK and/or OJSC HC Yakutugol and/or Mechel Trading AG at mandated banks and/or banks located outside the Russian Federation (including London, Great Britain) including the Russian servicing bank for SK Loan A and/or the Foreign servicing bank for SK Loan A;
  - pledge(s) and/or hypothec(s) of movable and/or immovable property belonging to SK;
  - other security/collateral to be provided by SK, Guarantors for SK Loan A and/or other parties including subsidiaries (affiliates) and/or affiliates of the Company;

**The beneficiaries** under the Security Documentation of the Company on SK Loan A are SK, Guarantors for SK Loan A (other than the Company) and/or other debtors under the Loan Documentation for SK Loan A.

The price of the property representing the subject-matter of the Transactions contemplated by the Security Documentation of the Company on SK Loan A includes the total amount of obligations of the SK under the Loan Documentation of the Company on SK Loan A and amounts to more than 2 percent and less than 50 percent of the balance sheet value of the Company's assets according to data of its accounting statements as of the most recent accounting date and corresponds to the market conditions.

To instruct the sole executive body of the Company (with the right of delegation) to determine and agree the form and substance of final versions of the Security Documentation of the Company for SK Loan A within the framework of the essential terms and conditions approved by

the competent management bodies of the Company, and to sign on behalf of the Company (with the right of delegation) the above mentioned documentation and other related documents and to authorize the sole executive body of the Company (with the right of delegation) to further amend this documentation and other related documents within the framework of the essential terms and conditions approved by the competent management bodies of the Company, to conclude relevant supplements and/or supplementary agreements and to sign all other necessary documents in connection with this authority.

• In connection with raising by the Open Joint Stock Company Southern Urals Nickel Plant (hereinafter referred to as the "**SUNP**") of a syndicated loan (hereinafter referred to as "**SUNP Loan A**") on the basis of the following contracts (agreements) and documents (hereinafter referred to as the "**Loan Documentations for SUNP Loan A**"):

- a. loan agreement;
- b. letters-agreements on fees and/or commissions related to the loan agreement and/or other Loan Documentation on SUNP Loan A;
- c. contract(s) of pledge and/or hypothec of movable and/or immovable property;
- d. contract(s) for security concession and/or other encumbrance of rights under export contracts and related contract(s) with the trustee of the security;
- e. bank account contract(s);
- f. contract(s) of pledge (concession) and/or other encumbrance of rights under the bank account(s) (including rights under the relevant bank account contract(s) and related contract(s) with the trustee of the security and/or contract(s) on provision of the right for direct debit of funds from the bank account(s);
- g. other contracts (agreements) and documents concluded (executed) on the basis of the above mentioned contracts (agreements) and documents and/or in connection and/or in accordance with the same,

concluded by SUNP as the borrower, pledger and/or assignee and/or in any other capacity provided for by the Loan Documentation on SUNP Loan A with any of the following parties (including any of their branches, representative offices, subdivisions and/or other separated units): ABN AMRO Bank N.V. (including its London Branch), The Royal Bank of Scotland Plc, Bayerische Hypo-und-Vereinsbank AG, BNP Paribas SA (including its London Branch), BNP Paribas (Suisse) SA, CALYON, Credit Europe Bank N.V. (including its Malta Branch), Commerzbank Aktiengesellschaft (including its London Branch), Demir-Halk Bank (Nederland) N.V., Eurasian Financial Services Plc, Fortis Bank (Nederland) N.V. (including its London Branch), Garanti Bank, Hillside Apex Fund (managed by Thames River Capital LLP), ICICI Bank UK Plc, ING Bank N.V., Natixis (including its London Branch), Raiffeisen-Boerenleenbank (Rabobank International), Raiffeisen Zentralbank Osterreich AG, "BNP PARIBAS Bank" Closed Joint Stock Company, Gazprombank (Open Joint Stock Company), ING BANK (EURASIA) CJSC (Closed Joint Stock Company), Royal Bank of Scotland (Closed Joint Stock Company), Joint Stock Bank ORGRESBANK (Open Joint Stock Company), Closed Joint Stock Company COMMERZBANK (EURASIA), Closed Joint Stock Company Commercial and Investment Bank CALION RUSBANK, Closed Joint Stock Company Natixis Bank, Closed Joint Stock Company Reiffeisenbank, Closed Joint Stock Company UniCredit Bank, Commercial Joint Stock Bank Bank Societe Generale Vostok (Closed Joint Stock Company), Law Debenture Trust Corporation plc., TMF Trustee Limited, Capita Trust Company Limited, Citibank N.A. (including its London Branch) as well as any of their parent and/or subsidiary (affiliated) companies and/or any of their affiliates as well as other entities named in the Loan Documentation on SUNP Loan A (hereinafter collectively referred to as the – "**Lenders for SUNP Loan A**", and individually - "**Lender for SUNP Loan A**"), as arrangers, lenders, Credit Line agent(s) (hereinafter referred to as the "**Credit Line Agent for SUNP Loan A**"), security agent(s), security trustees, account bank(s) and/or service bank(s) (including mandated bank(s) (hereinafter referred to as the "**Russian Service Bank for SUNP Loan A**" and/or bank(s) located outside the Russian Federation (including in London, Great Britain) (hereinafter referred to as the "**Foreign Service Bank for SUNP Loan A**")), joint lender (hereinafter referred to as the "**Joint Lender for SUNP Loan A**"), bank(s) providing a fixed (special) interest rate (hereinafter referred to as the "**Banks**"),

**of fixed interest rate for SUNP Loan A"),** and/or in other capacities provided for by the Loan Documentation on SUNP Loan A

Subject-Matter of the Transaction(s): The Company shall provide the security/collateral against and timely fulfilled obligations of SUNP and/or other debtors under the Loan Documentation on SUNP Loan A on the basis of the following contracts (agreements) and documents (hereinafter referred to as the "**Security Documentation of the Company on SUNP Loan A**"):

- 3.1. guarantee (Surety) contract(s);
- 3.2. contract(s) of pledge of ordinary registered non-documentary shares of the Company in CMP with the nominal value of 1 (One) rubles per share (state registration number of issue 1-01-00080-A);
- 3.3. contract(s) of pledge and/or other encumbrance of shares in Oriel Resources PLC belonging to the Company with the nominal value of 0.01 pounds and related contract(s) with the security trustee;
- 3.4. other contracts (agreements) and documents concluded (executed) on the basis of the above mentioned contracts (agreements) and documents and/or in connection and/or in accordance with the same,

concluded between the following parties to the Transaction(s) – the Company, on the one hand, and, on the other hand, the Credit Line Agent for SUNP Loan A, Joint Lender for SUNP Loan A and/or security trustee and any of the Lenders for SUNP Loan A and/or other persons named in the Security Documentation of the Company on SUNP Loan A, for the term until full fulfillment of the secured obligations under the Loan Documentation on SUNP Loan A on the basis of the following essential terms and conditions:

- (i) the total amount of SUNP Loan A: not more than 1,000,000,000 (One billion) US dollars repayable on a monthly basis (or within other agreed terms);
- (ii) the final maturity date of SUNP Loan A: not later than the 31<sup>st</sup> of December 2014;
- (iii) the interest rate for SUNP Loan A is to be set in percents per annum and may represent the sum of:
  - margin at the rate not exceeding 7 per cent per annum;
  - LIBOR rate over the relevant period of interest accrual or fixed (or other special) interest rate to be separately agreed upon between the SUNP, Banks of the fixed interest rate for SUNP Loan A and/or the Credit Line Agent for SUNP Loan A; and
  - addition to the interest rate (mandatory cost) which ensures compensation to the Lenders for SUNP Loan A for expenses associated with observance of requirements of the central bank and/or other bank regulation and supervision bodies and/or other competent regulation and supervision bodies in relevant jurisdictions, payable in accordance with the Loan Documentation on SUNP Loan A,

and, in addition to the above mentioned interest rate, additional (capitalized) interest shall be accrued on the outstanding amount of the principal debt under SUNP Loan A at the rate not exceeding 1 percent per annum, and upon expiration of each relevant interest period the amount of the principal debt under SUNP Loan A shall increase by the amount of thus accrued capitalized interest;

- (iv) amount of penalties payable by SUNP in case of any delay in fulfillment of the obligations for repayment of the debt, accrued on the overdue amount of debt: not more than 2 percent per annum in addition to the interest rate for SUNP Loan A;
- (v) the fee for arrangement of SUNP Loan A: not more than 2 percent of the total Amount of SUNP Loan A;
- (vi) other security of fulfillment of obligations under the Loan Documentation on SUNP Loan A:

- guarantees (sureties) provided on the joint basis with the Company by the following entities: OJSC HC Yakutugol, Mechel-Mining, Mechel-Finance, LLV Mechel Trading House, Mechel Trading AG, Oriel Resources plc and LLC Mechel-Coke as well as other subsidiaries (affiliates) and/or affiliates of the Company and/or other entities (hereinafter collectively referred to as the "**Guarantors for SUNP Loan A**", and individually as the "**Guarantor for SUNP Loan A**"), each of which secures full and timely fulfillment of obligations of SUNP, other Guarantors for SUNP Loan A and/or other debtors under the Loan Documentation on SUNP Loan A;
- assignment and/or other encumbrance of rights (including rights for receipt of payments) of SUNP and/or OJSC HC Yakutugol under export contracts concluded (to be concluded) by them with Mechel Trading AG and/or other entities including subsidiaries (affiliates) and/or affiliates of the Company;
- assignment and/or other encumbrance of rights of Mechel Trading AG for receipt of payments (in particular, on the basis of letters of credit and/or other payment (settlement) agreements and documents) under sale and purchase (supply) contracts concluded (to be concluded) by it;
- pledge of shares in the authorized capital stock of SK belonging to OJSC Mechel-Mining;
- pledge (assignment) and/or other encumbrance of rights under bank account(s) (including relevant bank account contract(s) and/or the right of direct debit of funds from the bank account(s) in relation to accounts in US dollars, Euro, rubles and/or other currencies opened (to be opened) by SUNP and/or OJSC HC Yakutugol and/or Mechel Trading AG at mandated banks and/or banks located outside the Russian Federation (including London, Great Britain) including the Russian servicing bank for SUNP Loan A and/or the Foreign servicing bank for SUNP Loan A;
- pledge(s) and/or hypothec(s) of movable and/or immovable property belonging to SUNP;
- other security to be provided by SUNP, Guarantors for SUNP Loan A and/or other parties including subsidiaries (affiliates) and/or affiliates of the Company;

**The beneficiaries** under the Security Documentation of the Company on SUNP Loan A are SUNP, Guarantors for SUNP Loan A (other than the Company) and/or other debtors under the Loan Documentation for SUNP Loan A.

The price of the property representing the subject-matter of the Transactions contemplated by the Security Documentation of the Company on SUNP Loan A includes the total amount of obligations of the SUNP under the Loan Documentation of the Company on SUNP Loan A and amounts to more than 2 percent and less than 50 percent of the balance sheet value of the Company's assets according to data of its accounting statements as of the most recent accounting date and corresponds to the market conditions.

To instruct the sole executive body of the Company (with the right of delegation) to determine and agree the form and substance of final versions of the Security Documentation of the Company for SUNP Loan A within the framework of the essential terms and conditions approved by the competent management bodies of the Company, and to sign on behalf of the Company (with the right of delegation) the above mentioned documentation and other related documents and to authorize the sole executive body of the Company (with the right of delegation) to further amend this documentation and other related documents within the framework of the essential terms and conditions approved by the competent management bodies of the Company, to conclude relevant supplements and/or supplementary agreements and to sign all other necessary documents in connection with this authority.

- In connection with amendment and supplement of the terms and conditions associated with the syndicated loan (hereinafter referred to as "**CMP Loan B**") raised by CMP on the basis of the following

contracts (agreements) and documents (hereinafter referred to as the "**Loan Documentation of the Company on CMP Loan B**"):

- a. contract(s) (agreement(s)) on introduction of amendments and/or supplements to the terms and conditions of the loan agreement and/or statement of the loan agreement in the new version(s);
- b. letters-agreements on fees and/or commissions associated with the above mentioned contract(s) (agreement(s)) on introduction of amendments and/or supplements to the terms and conditions of the loan agreement and/or new version(s) of the loan agreement and/or other Loan Documentation on CMP Loan B;
- c. contract(s) of pledge and/or hypothec of movable and/or immovable property;
- d. contract(s) for security concession and/or other encumbrance of rights under export contracts and related contract(s) with the trustee of the security;
- e. bank account contract(s);
- f. contract(s) of pledge (concession) and/or other encumbrance of rights under the bank account(s) (including rights under the relevant bank account contract(s) and related contract(s) with the trustee of the security and/or contract(s) on provision of the right for direct debit of funds from the bank account(s);
- g. other contracts (agreements) and documents concluded (executed) on the basis of the above mentioned contracts (agreements) and documents and/or in connection and/or in accordance with the same,

concluded by CMP as the borrower, pledger and/or assignee and/or in any other capacity provided for by the Loan Documentation on CMP Loan B with any of the following parties (including any of their branches, representative offices, subdivisions and/or other separated units): ABN AMRO Bank N.V. (including its London Branch), The Royal Bank of Scotland Plc, Bayerische Landesbank, BNP Paribas (Suisse) SA, BNP Paribas SA (including its London Branch), CALYON, Caterpillar Financial Services (UK) Limited, Commerzbank Aktiengesellschaft (including its London Branch), Deutsche Zentral-Genossenschaftsbank, Erste Bank (including its London Branch), Fortis Bank (Nederland) N.V. (including its London Branch), HSBC Bank Plc., HSH Nordbank AG, ING Bank N.V., Intesa SanPaolo Bank Ireland Plc, KBC Bank N.V., Landesbank Baden-Wurtemberg, Natixis (including its London Branch), Raiffeisen-Boerenleenbank (Rabobank International), Raiffeisenlandesbank Oberosterreich AG, Societe Generale SA, Sumitomo Mitsui Banking Corporation, "BNP PARIBAS Bank" Closed Joint Stock Company, Gazprombank (Open Joint Stock Company), ING BANK (EURASIA) CJSC (Closed Joint Stock Company), Royal Bank of Scotland (Closed Joint Stock Company), Joint Stock Bank ORGRESBANK (Open Joint Stock Company), Closed Joint Stock Company COMMERZBANK (EURASIA), Closed Joint Stock Company Commercial and Investment Bank CALION RUSBANK, Closed Joint Stock Company Natixis Bank, Closed Joint Stock Company Reiffeisenbank, Closed Joint Stock Company UniCredit Bank, Commercial Joint Stock Bank Bank Societe Generale Vostok (Closed Joint Stock Company), Law Debenture Trust Corporation plc., TMF Trustee Limited, Capita Trust Company Limited, Citibank N.A. (including its London Branch) as well as any of their parent and/or subsidiary (affiliated) companies and/or any of their affiliates as well as other entities named in the Loan Documentation on CMP Loan A (hereinafter collectively referred to as the – "**Lenders for CMP Loan B**", and individually - "**Lender for CMP Loan B**"), as arrangers, lenders, Credit Line agent(s) (hereinafter referred to as the "**Credit Line Agent for CMP Loan B**"), security agent(s), security trustees, account bank(s) and/or service bank(s) (including mandated bank(s) (hereinafter referred to as the "**Russian Service Bank for CMP Loan B**" and/or bank(s) located outside the Russian Federation (including in London, Great Britain) (hereinafter referred to as the "**Foreign Service Bank for CMP Loan B**")), joint lender (hereinafter referred to as the "**Joint Lender for CMP Loan B**"), bank(s) providing a fixed (special) interest rate (hereinafter referred to as the "**Banks of fixed interest rate for CMP Loan B**"), and/or in other capacities provided for by the Loan Documentation on CMP Loan B.

Subject-Matter of the Transaction(s): The Company shall provide the security/collateral against full and timely fulfilled obligations of CMP and/or other debtors under the Loan Documentation

on CMP Loan B on the basis of the following contracts (agreements) and documents (hereinafter referred to as the "**Security Documentation of the Company on CMP Loan B**"):

- 4.1. guarantee (Surety) contract(s);
- 4.2. contract(s) of pledge of ordinary registered non-documentary shares of the Company in CMP with the nominal value of 1 (One) ruble per share (state registration number of issue 1-01-00080-A);
- 4.3. contract(s) of pledge and/or other encumbrance of shares in Oriel Resources PLC belonging to the Company with the nominal value of 0.01 pounds and related contract(s) with the security/collateral trustee;
- 4.4. 1.4. other contracts (agreements) and documents concluded (executed) on the basis of the above mentioned contracts (agreements) and documents and/or in connection and/or in accordance with the same,

concluded between the following parties to the Transaction(s) – the Company, on the one hand, and, on the other hand, the Credit Line Agent for CMP Loan B, Joint Lender for CMP Loan B and/or security trustee and any of the Lenders for CMP Loan B and/or other persons named in the Security Documentation of the Company on CMP Loan B, for the term until full fulfillment of the secured obligations under the Loan Documentation on CMP Loan B on the basis of the following essential terms and conditions:

- (i) the total amount of CMP Loan B: not more than 1,340,000,000 (One billion three hundred forty million) US dollars repayable on a monthly basis (or within other agreed terms);
  - (ii) the final maturity date of CMP Loan B: not later than the 31<sup>st</sup> of December 2014;
  - (iii) the interest rate for CMP Loan B is to be set in percents per annum and may represent the sum of:
    - margin at the rate not exceeding 6 per cent per annum;
    - LIBOR rate over the relevant period of interest accrual or fixed (or other special) interest rate to be separately agreed upon between the CMP, Banks of the fixed interest rate for CMP Loan B and/or the Credit Line Agent for CMP Loan B; and
    - addition to the interest rate (mandatory cost) which ensures compensation to the Lenders for CMP Loan B for expenses associated with observance of requirements of the central bank and/or other bank regulation and supervision bodies and/or other competent regulation and supervision bodies in relevant jurisdictions, payable in accordance with the Loan Documentation on CMP Loan B,
- and, in addition to the above mentioned interest rate, additional (capitalized) interest shall be accrued on the outstanding amount of the principal debt under CMP Loan B at the rate not exceeding 1 percent per annum, and upon expiration of each relevant interest period the amount of the principal debt under CMP Loan B shall increase by the amount of thus accrued capitalized interest;
- (iv) amount of penalties payable by CMP in case of any delay in fulfillment of the obligations for repayment of the debt, accrued on the overdue amount of debt: not more than 2 percent per annum in addition to the interest rate for CMP Loan B;
  - (v) the amount of the lump-sum fee for signing of the Loan Documentation for CMP Loan B: not more than 2 percent of the total Amount of CMP Loan B;
  - (vi) other security of fulfillment of obligations under the Loan Documentation on CMP Loan B:
    - guarantees (sureties) provided on the joint basis with the Company by the following entities: OJSC HC Yakutugol, Mechel-Mining, Mechel-Finance, LLC Mechel Trading House, Mechel Trading AG, Oriel Resources plc and LLC Mechel-Coke as well as other subsidiaries (affiliates) and/or affiliates of the

Company and/or other entities (hereinafter collectively referred to as the "**Guarantors for CMP Loan B**", and individually as the "**Guarantor for CMP Loan B**"), each of which secures full and timely fulfillment of obligations of CMP, other Guarantors for CMP Loan B and/or other debtors under the Loan Documentation on CMP Loan B;

- assignment and/or other encumbrance of rights (including rights for receipt of payments) of CMP and/or OJSC HC Yakutugol under export contracts concluded (to be concluded) by them with Mechel Trading AG and/or other entities including subsidiaries (affiliates) and/or affiliates of the Company;
- assignment and/or other encumbrance of rights of Mechel Trading AG for receipt of payments (in particular, on the basis of letters of credit and/or other payment (settlement) agreements and documents) under sale and purchase (supply) contracts concluded (to be concluded) by it;
- pledge of shares in the authorized capital stock of OJSC HC Yakutugol belonging to OJSC Mechel-Mining;
- pledge of shares in the authorized capital stock of SK belonging to OJSC Mechel-Mining;
- pledge (assignment) and/or other encumbrance of rights under bank account(s) (including relevant bank account contract(s) and/or the right of direct debit of funds from the bank account(s) in relation to accounts in US dollars, Euro, rubles and/or other currencies opened (to be opened) by CMP and/or OJSC HC Yakutugol and/or Mechel Trading AG at mandated banks and/or banks located outside the Russian Federation (including London, Great Britain) including the Russian servicing bank for CMP Loan B and/or the Foreign servicing bank for CMP Loan B;
- pledge(s) and/or hypothec(s) of movable and/or immovable property belonging to CMP;
- other security to be provided by CMP, Guarantors for CMP Loan B and/or other parties including subsidiaries (affiliates) and/or affiliates of the Company;

**The beneficiaries** under the Security Documentation of the Company on CMP Loan B are CMP, Guarantors for CMP Loan B (other than the Company) and/or other debtors under the Loan Documentation for CMP Loan B.

The price of the property representing the subject-matter of the Transactions contemplated by the Security Documentation of the Company on CMP Loan B includes the total amount of obligations of the CMP under the Loan Documentation of the Company on CMP Loan B and amounts to more than 2 percent and less than 50 percent of the balance sheet value of the Company's assets according to data of its accounting statements as of the most recent accounting date and corresponds to the market conditions.

To instruct the sole executive body of the Company (with the right of delegation) to determine and agree the form and substance of final versions of the Security Documentation of the Company for CMP Loan B within the framework of the essential terms and conditions approved by the competent management bodies of the Company, and to sign on behalf of the Company (with the right of delegation) the above mentioned documentation and other related documents and to authorize the sole executive body of the Company (with the right of delegation) to further amend this documentation and other related documents within the framework of the essential terms and conditions approved by the competent management bodies of the Company, to conclude relevant supplements and/or supplementary agreements and to sign all other necessary documents in connection with this authority.

• In connection with amendment and supplement of the terms and conditions associated with the syndicated loan (hereinafter referred to as the "**SK Loan B**") raised by SK on the basis of the following contracts (agreements) and documents (hereinafter referred to as the "**Loan Documentation of the Company on SK Loan B**"):

- a. contract(s) (agreement(s)) on introduction of amendments and/or supplements to the terms and conditions of the loan agreement and/or statement of the loan agreement in the new version(s);
- b. letters-agreements on fees and/or commissions associated with the above mentioned contract(s) (agreement(s)) on introduction of amendments and/or supplements to the terms and conditions of the loan agreement and/or new version(s) of the loan agreement and/or other Loan Documentation on SK Loan B;
- c. contract(s) of pledge and/or hypothec of movable and/or immovable property;
- d. contract(s) for security concession and/or other encumbrance of rights under export contracts and related contract(s) with the trustee of the security;
- e. bank account contract(s);
- f. contract(s) of pledge (concession) and/or other encumbrance of rights under the bank account(s) (including rights under the relevant bank account contract(s) and related contract(s) with the trustee of the security and/or contract(s) on provision of the right for direct debit of funds from the bank account(s);
- g. other contracts (agreements) and documents concluded (executed) on the basis of the above mentioned contracts (agreements) and documents and/or in connection and/or in accordance with the same,

concluded by SK as the borrower, pledger and/or assignee and/or in any other capacity provided for by the Loan Documentation on SK Loan B with any of the following parties (including any of their branches, representative offices, subdivisions and/or other separated units): ABN AMRO Bank N.V. (including its London Branch), The Royal Bank of Scotland Plc, Bayerische Landesbank, BNP Paribas (Suisse) SA, BNP Paribas SA (including its London Branch), CALYON, Caterpillar Financial Services (UK) Limited, Commerzbank Aktiengesellschaft (including its London Branch), Deutsche Zentral-Genossenschaftsbank, Erste Bank (including its London Branch), Fortis Bank (Nederland) N.V. (including its London Branch), HSBC Bank Plc., HSH Nordbank AG, ING Bank N.V., Intesa SanPaolo Bank Ireland Plc, KBC Bank N.V., Landesbank Baden-Wurtemberg, Natixis (including its London Branch), Raiffeisen-Boerenleenbank (Rabobank International), Raiffeisenlandesbank Oberosterreich AG, Societe Generale SA, Sumitomo Mitsui Banking Corporation, "BNP PARIBAS Bank" Closed Joint Stock Company, Gazprombank (Open Joint Stock Company), ING BANK (EURASIA) CJSC (Closed Joint Stock Company), Royal Bank of Scotland (Closed Joint Stock Company), Joint Stock Bank ORGRESBANK (Open Joint Stock Company), Closed Joint Stock Company COMMERZBANK (EURASIA), Closed Joint Stock Company Commercial and Investment Bank CALION RUSBANK, Closed Joint Stock Company Natixis Bank, Closed Joint Stock Company Reiffeisenbank, Closed Joint Stock Company UniCredit Bank, Commercial Joint Stock Bank Bank Societe Generale Vostok (Closed Joint Stock Company), Law Debenture Trust Corporation plc., TMF Trustee Limited, Capita Trust Company Limited, Citibank N.A. (including its London Branch) as well as any of their parent and/or subsidiary (affiliated) companies and/or any of their affiliates as well as other entities named in the Loan Documentation on SK Loan B (hereinafter collectively referred to as the – "**Lenders for SK Loan B**", and individually - "**Lender for SK Loan B**"), as arrangers, lenders, Credit Line agent(s) (hereinafter referred to as the "**Credit Line Agent for SK Loan B**"), security agent(s), security trustees, account bank(s) and/or service bank(s) (including mandated bank(s) (hereinafter referred to as the "**Russian Service Bank for SK Loan B**" and/or bank(s) located outside the Russian Federation (including in London, Great Britain) (hereinafter referred to as the "**Foreign Service Bank for SK Loan B**")), joint lender (hereinafter referred to as the "**Joint Lender for SK Loan B**"), bank(s) providing a fixed (special) interest rate (hereinafter referred to as the "**Banks of fixed interest rate for SK Loan B**"), and/or in other capacities provided for by the Loan Documentation on SK Loan B.

Subject-Matter of the Transaction(s): The Company shall provide the security/collateral against full and timely fulfilled obligations of SK and/or other debtors under the Loan Documentation on SK Loan B on the basis of the following contracts (agreements) and documents (hereinafter referred to as the "**Security Documentation of the Company on SK Loan B**"):

- 5.1. guarantee (Surety) contract(s);
- 5.2. contract(s) of pledge of ordinary registered non-documentary shares of the Company in CMP with the nominal value of 1 (One) ruble per share (state registration number of issue 1-01-00080-A);
- 5.3. contract(s) of pledge and/or other encumbrance of shares in Oriel Resources PLC belonging to the Company with the nominal value of 0.01 pounds and related contract(s) with the security trustee;
- 5.4. 1.4. other contracts (agreements) and documents concluded (executed) on the basis of the above mentioned contracts (agreements) and documents and/or in connection and/or in accordance with the same,

concluded between the following parties to the Transaction(s) – the Company, on the one hand, and, on the other hand, the Credit Line Agent for SK Loan B, Joint Lender for SK Loan B and/or security trustee and any of the Lenders for SK Loan B and/or other persons named in the Security Documentation of the Company on SK Loan B, for the term until full fulfillment of the secured obligations under the Loan Documentation on SK Loan B on the basis of the following essential terms and conditions:

- (i) the total amount of SK Loan B: not more than 500,000,000 (Five hundred million) US dollars repayable on a monthly basis (or within other agreed terms);
- (ii) the final maturity date of SK Loan B: not later than the 31<sup>st</sup> of December 2014;
- (iii) the interest rate for SK Loan B is to be set in percents per annum and may represent the sum of:
  - margin at the rate not exceeding 6 per cent per annum;
  - LIBOR rate over the relevant period of interest accrual or fixed (or other special) interest rate to be separately agreed upon between SK, Banks of the fixed interest rate for SK Loan B and/or the Credit Line Agent for SK Loan B; and
  - addition to the interest rate (mandatory cost) which ensures compensation to the Lenders for SK Loan B for expenses associated with observance of requirements of the central bank and/or other bank regulation and supervision bodies and/or other competent regulation and supervision bodies in relevant jurisdictions, payable in accordance with the Loan Documentation on SK Loan B,and, in addition to the above mentioned interest rate, additional (capitalized) interest shall accrue on the outstanding amount of the principal debt under SK Loan B at the rate not exceeding 1 percent per annum, and upon expiration of each relevant interest period the amount of the principal debt under SK Loan B shall increase by the amount of thus accrued capitalized interest;
- (iv) amount of penalties payable by SK in case of any delay in fulfillment of the obligations for repayment of the debt, accrued on the overdue amount of debt: not more than 2 percent per annum in addition to the interest rate for SK Loan B;
- (v) the amount of the lump-sum fee for signing of the Loan Documentation for SK Loan B: not more than 2 percent of the total Amount of SK Loan B;
- (vi) other security of fulfillment of obligations under the Loan Documentation on SK Loan B:
  - guarantees (sureties) provided on the joint basis with the Company by the following entities: OJSC HC Yakutugol, Mechel-Mining, Mechel-Finance, LLC Mechel Trading House, Mechel Trading AG, Oriel Resources plc and LLC Mechel-Coke as well as other subsidiaries (affiliates) and/or affiliates of the Company and/or other entities (hereinafter collectively referred to as the

**"Guarantors for SK Loan B"**, and individually as the **"Guarantor for SK Loan B"**), each of which secures full and timely fulfillment of obligations of SK, other Guarantors for SK Loan B and/or other debtors under the Loan Documentation on SK Loan B;

- assignment and/or other encumbrance of rights (including rights for receipt of payments) of SK and/or OJSC HC Yakutugol under export contracts concluded (to be concluded) by them with Mechel Trading AG and/or other entities including subsidiaries (affiliates) and/or affiliates of the Company;
- assignment and/or other encumbrance of rights of Mechel Trading AG for receipt of payments (in particular, on the basis of letters of credit and/or other payment (settlement) agreements and documents) under sale and purchase (supply) contracts concluded (to be concluded) by it;
- pledge of shares in the authorized capital stock of SK belonging to OJSC HC Yakutugol;
- pledge of shares in the authorized capital stock of SK belonging to OJSC Mechel-Mining;
- pledge (assignment) and/or other encumbrance of rights under bank account(s) (including relevant bank account contract(s) and/or the right of direct debit of funds from the bank account(s) in relation to accounts in US dollars, Euro, rubles and/or other currencies opened (to be opened) by SK and/or OJSC HC Yakutugol and/or Mechel Trading AG at mandated banks and/or banks located outside the Russian Federation (including London, Great Britain) including the Russian servicing bank for SK Loan B and/or the Foreign servicing bank for SK Loan B;
- pledge(s) and/or hypothec(s) of movable and/or immovable property belonging to SK;
- other security to be provided by SK, Guarantors for SK Loan B and/or other parties including subsidiaries (affiliates) and/or affiliates of the Company;

**The beneficiaries** under the Security Documentation of the Company on SK Loan B are SK, Guarantors for SK Loan B (other than the Company) and/or other debtors under the Loan Documentation for SK Loan B.

The price of the property representing the subject-matter of the Transactions contemplated by the Security Documentation of the Company on SK Loan B includes the total amount of obligations of the SK under the Loan Documentation of the Company on SK Loan B and amounts to more than 2 percent and less than 50 percent of the balance sheet value of the Company's assets according to data of its accounting statements as of the most recent accounting date and corresponds to the market conditions.

To instruct the sole executive body of the Company (with the right of delegation) to determine and agree the form and substance of final versions of the Security Documentation of the Company for SK Loan B within the framework of the essential terms and conditions approved by the competent management bodies of the Company, and to sign on behalf of the Company (with the right of delegation) the above mentioned documentation and other related documents and to authorize the sole executive body of the Company (with the right of delegation) to further amend this documentation and other related documents within the framework of the essential terms and conditions approved by the competent management bodies of the Company, to conclude relevant supplements and/or supplementary agreements and to sign all other necessary documents in connection with this authority.

• In connection with amendment and supplement of the terms and conditions associated with the syndicated loan (hereinafter referred to as the "**SUNP Loan B**") raised by SUNP on the basis of the following contracts (agreements) and documents (hereinafter referred to as the "**Loan Documentation of the Company on SUNP Loan B**"):

- a. contract(s) (agreement(s)) on introduction of amendments and/or supplements to the terms and conditions of the loan agreement and/or statement of the loan agreement in the new version(s);
- b. letters-agreements on fees and/or commissions associated with the above mentioned contract(s) (agreement(s)) on introduction of amendments and/or supplements to the terms and conditions of the loan agreement and/or new version(s) of the loan agreement and/or other Loan Documentation on SUNP Loan B;
- c. contract(s) of pledge and/or hypothec of movable and/or immovable property;
- d. contract(s) for security concession and/or other encumbrance of rights under export contracts and related contract(s) with the trustee of the security;
- e. bank account contract(s);
- f. contract(s) of pledge (concession) and/or other encumbrance of rights under the bank account(s) (including rights under the relevant bank account contract(s) and related contract(s) with the trustee of the security and/or contract(s) on provision of the right for direct debit of funds from the bank account(s);
- g. other contracts (agreements) and documents concluded (executed) on the basis of the above mentioned contracts (agreements) and documents and/or in connection and/or in accordance with the same,

concluded by SUNP as the borrower, pledger and/or assignee and/or in any other capacity provided for by the Loan Documentation on SUNP Loan B with any of the following parties (including any of their branches, representative offices, subdivisions and/or other separated units): ABN AMRO Bank N.V. (including its London Branch), The Royal Bank of Scotland Plc, Bayerische Landesbank, BNP Paribas (Suisse) SA, BNP Paribas SA (including its London Branch), CALYON, Caterpillar Financial Services (UK) Limited, Commerzbank Aktiengesellschaft (including its London Branch), Deutsche Zentral-Genossenschaftsbank, Erste Bank (including its London Branch), Fortis Bank (Nederland) N.V. (including its London Branch), HSBC Bank Plc., HSH Nordbank AG, ING Bank N.V., Intesa SanPaolo Bank Ireland Plc, KBC Bank N.V., Landesbank Baden-Wuerttemberg, Natixis (including its London Branch), Raiffeisen-Boerenleenbank (Rabobank International), Raiffeisenlandesbank Oberosterreich AG, Societe Generale SA, Sumitomo Mitsui Banking Corporation, "BNP PARIBAS Bank" Closed Joint Stock Company, Gazprombank (Open Joint Stock Company), ING BANK (EURASIA) CJSC (Closed Joint Stock Company), Royal Bank of Scotland (Closed Joint Stock Company), Joint Stock Bank ORGRESBANK (Open Joint Stock Company), Closed Joint Stock Company COMMERZBANK (EURASIA), Closed Joint Stock Company Commercial and Investment Bank CALION RUSBANK, Closed Joint Stock Company Natixis Bank, Closed Joint Stock Company Reiffeisenbank, Closed Joint Stock Company UniCredit Bank, Commercial Joint Stock Bank Bank Societe Generale Vostok (Closed Joint Stock Company), Law Debenture Trust Corporation plc., TMF Trustee Limited, Capita Trust Company Limited, Citibank N.A. (including its London Branch) as well as any of their parent and/or subsidiary (affiliated) companies and/or any of their affiliates as well as other entities named in the Loan Documentation on SUNP Loan B (hereinafter collectively referred to as the – "**Lenders for SUNP Loan B**", and individually - "**Lender for SUNP Loan B**"), as arrangers, lenders, Credit Line agent(s) (hereinafter referred to as the "**Credit Line Agent for SUNP Loan B**"), security agent(s), security trustees, account bank(s) and/or service bank(s) (including mandated bank(s) (hereinafter referred to as the "**Russian Service Bank for SUNP Loan B**" and/or bank(s) located outside the Russian Federation (including in London, Great Britain) (hereinafter referred to as the "**Foreign Service Bank for SUNP Loan B**")), joint lender (hereinafter referred to as the "**Joint Lender for SUNP Loan B**"), bank(s) providing a fixed (special) interest rate (hereinafter referred to as the "**Banks of fixed interest rate for SUNP Loan B**"), and/or in other capacities provided for by the Loan Documentation on SUNP Loan B.

Subject-Matter of the Transaction(s): The Company shall provide the security/collateral against full and timely fulfilled obligations of SUNP and/or other debtors under the Loan Documentation on SUNP Loan B on the basis of the following contracts (agreements) and documents (hereinafter referred to as the "**Security Documentation of the Company on SUNP Loan B**"):

- 6.1. guarantee (Surety) contract(s);
- 6.2. contract(s) of pledge of ordinary registered non-documentary shares of the Company in CMP with the nominal value of 1 (One) rubles per share (state registration number of issue 1-01-00080-A);
- 6.3. contract(s) of pledge and/or other encumbrance of shares in Oriel Resources PLC belonging to the Company with the nominal value of 0.01 pounds and related contract(s) with the security trustee;
- 6.4. 1.4. other contracts (agreements) and documents concluded (executed) on the basis of the above mentioned contracts (agreements) and documents and/or in connection and/or in accordance with the same,

concluded between the following parties to the Transaction(s) – the Company, on the one hand, and, on the other hand, the Credit Line Agent for SUNP Loan B, Joint Lender for SUNP Loan B and/or security trustee and any of the Lenders for SUNP Loan B and/or other persons named in the Security Documentation of the Company on SUNP Loan B, for the term until full fulfillment of the secured obligations under the Loan Documentation on SUNP Loan B on the basis of the following essential terms and conditions:

- (i) the total amount of SUNP Loan B: not more than 160,000,000 (One hundred sixty million) US dollars repayable on a monthly basis (or within other agreed terms);
- (ii) the final maturity date of SUNP Loan B: not later than the 31<sup>st</sup> of December 2014;
- (iii) the interest rate for SUNP Loan B is to be set in percents per annum and may represent the sum of:
  - margin at the rate not exceeding 6 per cent per annum;
  - LIBOR rate over the relevant period of interest accrual or fixed (or other special) interest rate to be separately agreed upon between the SUNP, Banks of the fixed interest rate for SUNP Loan B and/or the Credit Line Agent for SUNP Loan B; and
  - addition to the interest rate (mandatory cost) which ensures compensation to the Lenders for SUNP Loan B for expenses associated with observance of requirements of the central bank and/or other bank regulation and supervision bodies and/or other competent regulation and supervision bodies in relevant jurisdictions, payable in accordance with the Loan Documentation on SUNP Loan B,

and, in addition to the above mentioned interest rate, additional (capitalized) interest shall accrue on the outstanding amount of the principal debt under SUNP Loan B at the rate not exceeding 1 percent per annum, and upon expiration of each relevant interest period the amount of the principal debt under SUNP Loan B shall increase by the amount of thus accrued capitalized interest;

- (iv) amount of penalties payable by SUNP in case of any delay in fulfillment of the obligations for repayment of the debt, accrued on the overdue amount of debt: not more than 2 percent per annum in addition to the interest rate for SUNP Loan B;
- (v) the amount of the lump-sum fee for signing of the Loan Documentation for SUNP Loan B: not more than 2 percent of the total Amount of SUNP Loan B;
- (vi) other security of fulfillment of obligations under the Loan Documentation on SUNP Loan B:
  - guarantees (sureties) provided on the joint basis with the Company by the following entities: OJSC HC Yakutugol, Mechel-Mining, Mechel-Finance, LLV

Mechel Trading House, Mechel Trading AG, Oriel Resources plc and LLC Mechel-Coke as well as other subsidiaries (affiliates) and/or affiliates of the Company and/or other entities (hereinafter collectively referred to as the "**Guarantors for SUNP Loan B**", and individually as the "**Guarantor for SUNP Loan B**"), each of which secures full and timely fulfillment of obligations of SUNP, other Guarantors for SUNP Loan B and/or other debtors under the Loan Documentation on SUNP Loan B;

- assignment and/or other encumbrance of rights (including rights for receipt of payments) of SUNP and/or OJSC HC Yakutugol under export contracts concluded (to be concluded) by them with Mechel Trading AG and/or other entities including subsidiaries (affiliates) and/or affiliates of the Company;
- assignment and/or other encumbrance of rights of Mechel Trading AG for receipt of payments (in particular, on the basis of letters of credit and/or other payment (settlement) agreements and documents) under sale and purchase (supply) contracts concluded (to be concluded) by it;
- pledge of shares in the authorized capital stock of SK belonging to OJSC HC Yakutugol;
- pledge of shares in the authorized capital stock of SK belonging to OJSC Mechel-Mining;
- pledge (assignment) and/or other encumbrance of rights under bank account(s) (including relevant bank account contract(s) and/or the right of direct debit of funds from the bank account(s) in relation to accounts in US dollars, Euro, rubles and/or other currencies opened (to be opened) by SUNP and/or OJSC HC Yakutugol and/or Mechel Trading AG at mandated banks and/or banks located outside the Russian Federation (including London, Great Britain) including the Russian servicing bank for SUNP Loan B and/or the Foreign servicing bank for SUNP Loan B;
- pledge(s) and/or hypothec(s) of movable and/or immovable property belonging to SUNP;
- other security to be provided by SUNP, Guarantors for SUNP Loan B and/or third parties including subsidiaries (affiliates) and/or affiliates of the Company;

**The beneficiaries** under the Security Documentation of the Company on SUNP Loan B are SUNP, Guarantors for SUNP Loan B (other than the Company) and/or other debtors under the Loan Documentation for SUNP Loan B.

The price of the property representing the subject-matter of the Transactions contemplated by the Security Documentation of the Company on SUNP Loan B includes the total amount of obligations of the SUNP under the Loan Documentation of the Company on SUNP Loan B and amounts to more than 2 percent and less than 50 percent of the balance sheet value of the Company's assets according to data of its accounting statements as of the most recent accounting date and corresponds to the market conditions.

To instruct the sole executive body of the Company (with the right of delegation) to determine and agree the form and substance of final versions of the Security Documentation of the Company for SUNP Loan B within the framework of the essential terms and conditions approved by the competent management bodies of the Company, and to sign on behalf of the Company (with the right of delegation) the above mentioned documentation and other related documents and to authorize the sole executive body of the Company (with the right of delegation) to further amend this documentation and other related documents within the framework of the essential terms and conditions approved by the competent management bodies of the Company, to conclude relevant supplements and/or supplementary agreements and to sign all other necessary documents in connection with this authority.

The total number of shares in the authorized capital stock of CMP held by the Company which shall be pledged as security of fulfillment of obligations of:

- CMP and/or other debtors under the Loan Documentation for CMP Loan A;
- SK and/or other debtors under the Loan Documentation for SK Loan A;
- SUNP and/or other debtors under the Loan Documentation for SUNP Loan A;
- CMP and/or other debtors under the Loan Documentation for CMP Loan B;
- SK and/or other debtors under the Loan Documentation for SK Loan B; and
- SUNP and/or other debtors under the Loan Documentation for SUNP Loan B,

in aggregate (and under each of the relevant pledge contracts) is up to 35 percent of the total number of placed and paid up shares in CMP the balance sheet value whereof amounts as of the last accounting date to 2,610,798,560 (Two billion six hundred ten million seven hundred ninety eight thousand five hundred sixty) rubles which constitutes less than 50 percent of the balance sheet value of the Company's assets as of that date.

The total number of shares in the authorized capital stock of Oriel Resources plc held by the Company which shall be pledged and/or other encumbrance as security of fulfillment of obligations of:

- CMP and/or other debtors under the Loan Documentation for CMP Loan A;
- SK and/or other debtors under the Loan Documentation for SK Loan A;
- SUNP and/or other debtors under the Loan Documentation for SUNP Loan A;
- CMP and/or other debtors under the Loan Documentation for CMP Loan B;
- SK and/or other debtors under the Loan Documentation for SK Loan B; and
- SUNP and/or other debtors under the Loan Documentation for SUNP Loan B,

being beneficiaries under the relevant contract(s) of pledge and/or other encumbrance, amount up to 50 percent minus one share of the total number of placed and paid up shares in the company Oriel Resources plc, the balance sheet value thereof amounts according to data of the accounting statements as of the most recent accounting date to 25,602,231,430 (Twenty five billion six hundred two million two hundred thirty one thousand four hundred thirty) rubles constituting over 2 percent and less than 50 percent of the balance sheet value of the Company's assets as of such date.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

## **112. Guarantee agreement(s).**

**Parties to the transaction(s):** ABN AMRO Bank N.V., Banque Cantonale Vaudoise Banque de Commerce et de Placements S.A., BNP PARIBAS (Suisse) S.A., BNP PARIBAS S.A., BNP PARIBAS UK HOLDINGS LIMITED, BANCII COMERCIALE ROMANE S.A., Barclays Bank PLC, Barclays Capital Inc., Bayerische Landesbank AG, Calyon S.A., Credit Agricole S.A., Credit Agricole (Suisse) S.A., CITIGROUP Inc., Citibank N.A., COMMERZBANK AG, Credit Suisse (UK) Limited, CREDIT EUROPE BANK NV, DEUTSCHE BANK AG, 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, Fortis Bank (Nederland) N.V., HSBC Bank plc, Bayerische Hypo-und Vereinsbank AG, ING Bank N.V., ING Bank Deutschland AG, ING Bank Slaski S.A., ING Belgium S.A., ING Belgium N.V., ICICI BANK UK PLC, NATIXIS S.A., Nordea Bank AB, VTB Bank (Deutschland) AG, VTB Bank Europe Plc, Raiffeisen Zentralbank Osterreich AG, Raiffeisen Bank S.A., Societe Generale S.A., The Royal Bank of Scotland Plc, Standard Bank London Limited, UBS Limited, UBS AG, WestLB AG, UFJ Bank Nederland N.V., The Bank of Tokyo-Mitsubishi Ltd., Bank Austria Creditanstalt AG, Sumitomo Mitsui Banking Corporation Europe Limited., HSH Nordbank AG, HSBC Bank plc, VTB BANK (AUSTRIA) AG, INTESA SANPAOLO BANK IRELAND PLC, Dresdner Kleinwort Wasserstein AG, GarantiBank International N.V., LRP LANDESBANK RHEINLAND PFAIZ, Goldman Sachs International, Goldman Sachs (Asia) L.L.C., CATERPILLAR FINANCIAL SERVICES, Goldman Sachs & Co.

oHG, J.P. Morgan Europe Limited, JPMorgan Chase Bank, Merrill Lynch International, Merrill Lynch Japan Securities Co. Ltd., Morgan Stanley & Co. International Limited, Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., WESTLB AG, BAYERISCHE HYPO- UND VEREINSBANK AG, EURASIAN DEVELOPMENT BANK, Hillside Apex Fund Limited, CB JPMorgan Bank International (LLC), CJSC ABN AMRO Bank, OJSC Alpha-Bank, ICICI Bank Eurasia (LLC), Dresdner Bank CJSC, LLC Morgan Stanley Bank, CJSC BNP PARIBAS Bank, CJSC Commercial and Investment Bank CALION RUSBANK, CJSC Commercial Bank Citibank, CJSC KOMMERZBANK (EURASIA), CJSC Bank Credit Suisse (Moscow), LLC Deutsche Bank, Gazprombank (Open Joint Stock Company), LLC HCBC Bank (PP), Closed Joint Stock Company UniCredit Bank, CJSC ING BANK (EURASIA), Closed Joint Stock Company Natixis Bank, CJSC Joint Stock Commercial Bank Promsvyazbank, CJSC Raiffeisenbank, LLC Commercial Bank Renaissance Capital, CJSC Commercial Joint Stock Bank Societe Generale Vostok, OJSC Joint Stock Commercial Saving Bank of the Russian Federation, CJSC Standart Bank, JCB ORGRESBANK (OJSC), OJSC BANK URALSIB, OJSC Uglemetbank, LLC UBS Bank, CJSC Bank WestLB Vostok, Joint Stock Commercial Bank "Bank of Moscow" (Open Joint Stock Company, Bank VTB (Open Joint Stock Company), Joint Stock Commercial Saving Bank of the Russian Federation (Open Joint Stock Company), State Corporation "Bank of Development and Foreign Economic Activity (Vnesheconombank)", LLC Financial Corporation Rabo Invest, Eurasian Bank of Development (hereinafter collectively and individually referred to as the "Lender") and the Open Joint Stock Company Mechel (hereinafter referred to as the "Guarantor").

**The beneficiary to the transaction(s):** Open Joint Stock Company [Beloretsk Metallurgical Plant](#), Close Joint Stock Company [Vyartsilya Metal Products Plant](#), Open Joint Stock Company Izhstal, Open Joint Stock Company [Kaslinsky Plant of Art Casting](#), Open Joint Stock Company [Korshunov Mining Plant](#), Open Joint Stock Company [Urals Stampings Plant](#), Open Joint Stock Company [Chelyabinsk Metallurgical Plant](#), Open Joint Stock Company [Southern Kuzbass Coal Company](#), Open Joint Stock Company [Southern Urals Nickel Plant](#), Open Joint Stock Company [Port Kambarka](#), Open Joint Stock Company [Trade Port Posiet](#), Close Joint Stock Company Temryuk-Sotra, Limited Liability Company Soyuztransit, Limited Liability Company [Port Mechel-Temryuk](#), Limited Liability Company Port Mechel-Vanino, Open Joint Stock Company Resource, Limited Liability Company Plant for production of refractory products, lime and dolomite, Limited Liability Company Chelyabinsk Coke Plant, Limited Liability Company Specialized Plant of Spare Parts and Interchangeable Equipment, Limited Liability Company Mechel-Metiz, Limited Liability Company Mechel Trading House, Limited Liability Company Mecheltrans, Limited Liability Company Mechel-Energo, Limited Liability Company Mechel Service, Open Joint Stock Company Moscow Coke and Gas Plant, Limited Liability Company Management Company Mechel, Limited Liability Company Mechel-Finance, Open Joint Stock Company Southern Kuzbass GRES, Open Joint Stock Company [Kuzbass Power Sales Company](#), Limited Liability Company VtorResource, OAO HC Yakutugol, Limited Liability Company Yakutugol Trading House, Open Joint Stock Company Tomusinsk Energy Control, Open Joint Stock Company Tomusinsk Surface Mine, Open Joint Stock Company Kagalassky Surface Mine, Open Joint Stock Company Mine Jebariki-Haya, Open Joint Stock Company Korshunov Mining Plant, Close Joint Stock Company Metallurgshahtspetstroy, Close Joint Stock Company Electroset, Open Joint Stock Company Beloretsky Trading House, Limited Liability Company Pugachevsky Career, Limited Liability Company Mechel Materials, Open Joint Stock Company Far-East Complex Scientific-Research, Design and Engineering Institute of the Coal Industry, Open Joint Stock Company North-Western Ferroalloy Company, Limited Liability Company Managing Company Mechel Ferroalloys, Limited Liability Company Bratsky Ferroalloy Plant, OAO Elga Coal, OAO Mechel Mining, Limited Liability Company Managing Company Mechel Mining, TOO Mechel Service Asia, Mechel Service Europe S.R.L., HBL Holding GmbH, HBL Stahlhandel GmbH&Co. KG, Warendorfer Stahlhandel GmbH&Co. KG, Coers Stahlhandel GmbH&Co. KG, Staßfurter Stahlhandel GmbH&Co. KG, HBL Stahlhandel Bremen GmbH&Co. KG, HBL Geschäftsführungs-GmbH, HBL Edelstahlcenter GmbH&Co. KG, Eisen Lotringen Stahlhandel GmbH&Co. KG, HBL Baustahl Service GmbH&Co. KG, HBL Steel+Logistic GmbH&Co. KG, Delizea Finance Limited, Rhapsy Limited, IPH

Polychrom Holdings, High-Mile Developments, Oriel Resources (Anatolia) Limited, Brook Audley Resources Limited, Westreview Finance Limited, Fernview Finance Limited, Luckstone Corporation, TOO SP KGM, JSC Geoinvest, TOO Voskhod Oriel; TOO Voskhod Chrome; TOO Voskhod Trading; TOO Musbel; TOO GRC Kazakhstan Nickel, Close Joint Stock Company TFZ, Monte Shipping Limited, Mechel International Holdings GmbH, Mechel Trading AG, Mechel Metal Supply Limited, UAB Mechel Nemunas, Mechel Metal Supply (International) Limited, Ductil Steel S.A., Mechel Carbon AG, Mechel Campia Turzii SA, Mechel Targoviste SA, Littel Echo Invest Corp, Inter-Rail Transport Limited, Zonline Limited, Oriel Resources, Limited Liability Company Fincom Invest, Limited Liability Company Managing Company Sever, Limited Liability Company Mechel Engineering, Limited Liability Company Mechel Remservice, Limited Liability Company United Directorate Mechel Customer, Mechel Service Global B.V., Skyblock Limited Llc, Greenhill Cooperatief U.A., Galenia Consulting Ltd., Caroleng Consulting Ltd., Mechel Bluestone Inc., Bluestone Industries Inc., Dynamic Energy Inc., JCJ Coal Group LLC., Keystone Service Industries, Bluestone Coal Corporation, Double-Bonus Coal Company, Second Sterling Corp., Bluestone Oil Corp., Energy Plus Inc., James River Construction Co., National Resources Inc., Landgraff Realty Co., Mill Creek LLC, James C. Justice Companies LLC, Bluestone Coal Sales Corp., M & P Services Inc., Pay Car Mining Inc., NUFAC Mining Company Inc., Justice Highway Mining, Frontier Coal Company, Justice Energy Company Inc., Red Fox LLC, (hereinafter collectively and individually referred to as the Borrower).

**Price of the transaction(s):** the limit amount of the Guarantee under the transaction (several transactions) of one Borrower shall not exceed 90,000,000,000 rubles (or equivalent amount in a foreign currency, calculated at the exchange rate of the Central Bank of the Russian Federation as of the date of conclusion of the transaction) and corresponds to the market conditions.

Subject-matter of the transaction(s) and other essential terms and conditions: The Guarantor shall bear joint liability to the Lender for fulfillment by the Borrower of all its obligations arising from the agreement(contract) concluded between the Lender and the Borrower for repayment of the amount of the principal debt and payment of the interest (and other fees) within the term of utilization of the loan under the terms and conditions of the contract; the maximum interest rate for utilization of the loan is 20.00% (Twenty percent) per annum; the availability period shall not exceed 15 years.

The management body of the issuer who took the decision to approve the transaction, the date of taking of the relevant decision (date of execution and number of the minutes): *the Board of Directors of the Company, Minutes dated 02.07.2009.*

**9. BOARD OF DIRECTORS OF THE COMPANY,**  
***including the information on changes of the membership of the Company Board of Directors that occurred during the accounting year, and data on members of the Board of Directors, including their brief biographical data and information on shareholdings in the Company during the accounting year***

The Board of Directors, elected by the Annual General Meeting of Shareholders of the Company on June 30, 2008:

<u>Name</u>	<u>Year of Birth</u>	<u>Position</u>
Igor V. Zyuzin	1960	Chief Executive Officer and Director
Alexey G. Ivanushkin	1962	Director
Roger I. Gale	1952	Director

A. David Johnson	1937	Director
Serafim V. Kolpakov	1933	Director
Alexander E. Yevtushenko	1947	Director
Valentin V. Proskurnya	1945	Chairman
Igor S. Kozhukhovskiy	1956	Director
Vladimir A. Polin	1962	Director

The Board of Directors, elected by the Annual General Meeting of Shareholders of the Company on June 30, 2009:

<u>Name</u>	<u>Year of Birth</u>	<u>Position</u>
Igor V. Zyuzin	1960	Chief Executive Officer and Director
Vladimir V. Gusev	1945	Director
Roger I. Gale	1952	Director
A. David Johnson	1937	Director
Serafim V. Kolpakov	1933	Director
Alexander E. Yevtushenko	1947	Chairman
Valentin V. Proskurnya	1945	Director
Vladimir A. Polin	1962	Director
Igor S. Kozhukhovskiy	1956	Director

**Igor V. Zyuzin** has been Chief Executive Officer of Mechel open joint-stock company since December 2006 and President of Mechel OAO since September 2007. He served as Chairman of the Board of Directors since March 2003, when Mechel OAO was organized and is as a member of Board of Directors since then. Mr. Zyuzin also serves as Chairman of the Board of Directors in "Southern Kuzbass Coal Company" open joint-stock company since May 1999, as a member of Board of Directors of "Chelyabinsk Metallurgical Plant" open joint-stock company since 2001 and as a member of Board of Directors of "Holding Company Yakutugol" open joint-stock company since October 2007. Mr. Zyuzin also holds position of Chairman of Board of Directors of "Mechel-Mining" open joint-stock company since May 2008. Mr. Zyuzin has over 23 years of experience in the coal mining industry and holds a diploma in coal mining from the Tula Polytechnic University. Mr. Zyuzin also has a degree in coal mining engineering economics and holds a Ph.D. in the coal mining field. Mr. Zyuzin beneficially owns 66.76% of Mechel common shares and 1.56% of Mechel-Mining common shares.

**Alexey G. Ivanushkin** has served as member of Board of Directors of Mechel open joint-stock company since 2003 until July 2009. Since January 2004 until February 2009 he served as Chief Operating Officer of our Company. Since March 2003 until January 2004 Mr. Ivanushkin served as Chief Executive Officer of Mechel OAO. Mr. Ivanushkin also served as Chief Executive Officer of "Chelyabinsk Metallurgical Plant" open joint-stock company since June 2002 until 2009. Since June 2004 until October 2004 he served as Chief Executive Officer of

"Southern Kuzbass Coal Company" OAO. Since December 1999 until April 2002 Mr. Ivanushkin held a position of Chief Executive Officer of "Chelyabinsk Metallurgical Plant" open joint-stock company. From 1993 to November 1999, he was director of the ferrous metals and ferroalloy department in Moscow office of Glencore International. He has been Chief Executive Officer of Oriel Resources Ltd. since April 2009, a board member of Oriel Resources Ltd. since October 2008 and Director of Oriel Resources Ltd. representative office in Moscow since February 2009.

From 1984 until 1992 Mr. Ivanushkin worked as an economist of the Foreign Trade Department of the Ministry of Foreign Trade and the Ministry of Foreign Economic Relations of the USSR. Mr. Ivanushkin graduated from the Moscow State University of Foreign Relations (MGIMO) with a degree in economics and international affairs. Mr. Ivanushkin beneficially owns 0.03% of common shares of our Company.

**Roger I. Gale** is a member of Board of Directors of Mechel OAO since October 2004. Currently Mr. Gale is Chief Executive Officer and Chairman of the Board of Directors of Sedia Biosciences Corporation (USA). From mid-2006 until July 2008 Mr. Gale served as Chairman of the Board of Directors and Chief Executive Officer of Calypte Biomedical Corporation (headquartered near Portland, Oregon, USA). From 2001 to mid-2006 Mr Gale was Chairman of the Board of Directors and Chief Executive Officer of Wavecrest Group Enterprises Limited, a communications services provider. From 1999 to 2001 he was Chairman of the Board of Directors and Co-Founder of End2End Wireless Limited, a wireless communications services provider. From 1996 to 1998 Mr. Gale was Chief Executive Officer of AIG-Brunswick Capital Management, a US\$300 million, and OPIC-sponsored, Russia investment fund. From 1988 to 1996 Mr. Gale worked at the International Finance Corporation (IFC) the member of the World Bank Group (Washington, USA), including as Chief of the IFC's representative office in Russia from 1992 to 1995. Mr. Gale worked 9 years with the Asian Development Bank (Manila, Philippines) and taught economics at the University of New England (Australia) and Lincoln College (New Zealand). Mr. Gale holds a diploma from The Royal Agricultural College and a Master of Economics degree from the University of New England.

**A. David Johnson** has been a member of Board of Directors of Mechel OAO since October 2004. Mr. Johnson is currently an adviser to the Board of Directors of Neuerth Coal Holdings Company, serving as such since 2007, and is a consultant to the Board of Directors of Joy Mining Machinery UK Ltd. From 1990 until 2002, Mr. Johnson was Managing Director of Joy Mining Machinery UK Ltd. From 1984 until 1990, Mr. Johnson was the Managing Director of Dosco Overseas Engineering, a UK-based mining equipment manufacturer. He also worked in the UK National Coal Board from 1953 to 1960. From 1990 until 1992, he served as President of the Association of British Mining Equipment Companies. In 1998, he was awarded the Order of Friendship by the Russian government for services to the Russian coal industry. Mr. Johnson is a qualified mining engineer who obtained the UK Mining Qualifications Board Certificate in 1959.

**Serafim V. Kolpakov** has been a member of our Board of Directors since June 2004. Since 1992 Mr. Kolpakov has served as President of the International Union of Metallurgists, a steel industry-focused research organization. From 1991 to 1992, Mr. Kolpakov was Vice President of the Advanced Materials Association in Moscow, a public consulting and research organization. From 1985 to 1991, Mr. Kolpakov was Minister of Metallurgy of the USSR and, from 1978 to 1985, First Deputy Minister and Deputy Minister of Metallurgy of the USSR. From 1970 to 1978, he was the General Director of Novolipetsk Iron and Steel Works. Mr. Kolpakov graduated from the Moscow Institute of Steel and Alloys with an engineering degree and is a Doctor of Technical Sciences. Mr. Kolpakov is a member of the International Engineering Academy, the Engineering Academy of Russia (holding the position of Vice President) and the Presidium of Academy of Information Technologies and Processes. Mr. Kolpakov has invented more than 400 steel-making technology improvements, and authored over 500 scientific publications. He has received a number of government awards, including the State Prize of the USSR in 1981 and 1985, the Prize of the Council of Ministers of the USSR (twice) and the title of Honorable Metallurgist of the Russian Federation and Czechoslovakia.

**Alexander E. Yevtushenko** has been Chairman of Board of Directors of Mechel OAO since July 2009 and is a member of Board of Directors of our Company since June 2004. From 2001 to 2004, Mr. Yevtushenko served as First Vice President of Sokolovskaya OAO, a holding company for a group of Russian coal mining and engineering enterprises. From 1999 to 2000, he was President of the General Committee of Inter-State Eurasian Association of Coal and Metals. From 1991 to 1999, Mr. Yevtushenko was First Deputy Fuels and Energy Minister of Russian Federation. From 1973 to 1991 he worked in various positions, including as General Director at "Raspadskaya Mine" in Kuzbass. Mr. Yevtushenko graduated from the Siberian Metallurgical Institute with a degree in mining engineering. He is a Doctor of Engineering and a member of Academy of Mining Sciences of Russia. Mr. Yevtushenko is the author of more than 50 scientific publications, including "Mineral Resources of the Coal Industry of Russia", a study for which he was awarded the 2002 Science and Technology Prize of the Russian government. He has received a number of government awards, including the title of Honorable Miner of the Russian Federation in 1997.

**Valentin V. Proskurnya** has been a member of Board of Directors of Mechel OAO since March 2003 and used to be Chairman of the Board of Directors of our Company since July 2007. Since March 2002 until March 2003, Mr. Proskurnya served as the Deputy General Director of "Mechel Trading House" OAO and was its General Director from January 2001 to March 2002. From 1998 to 2001, Mr. Proskurnya served as the First Deputy Director of "Southern Kuzbass Coal Company", in charge of economic and financial analysis and was a member of Board of Directors of this company from 1999 to 2005 as well as member of BOD of "Chelyabinsk Metallurgical Plant" open joint-stock company during 2001-2005. Mr. Proskurnya has over 37 years of engineering, financial and management experience in the coal mining industry and holds a degree in labor economics from the Higher School of Trade Unions. Mr. Proskurnya has been awarded with "Miner's Glory" sign of three grades by the Russian government. In 1996 he was conferred by decree of the President of Russian Federation to a title of Honorable Economist of the Russian Federation.

**Vladimir A. Polin** has been Senior Vice President of Mechel OAO since December 2008 and a member of Board of Directors of our Company since June 2007. Since June 2006 until December 2008 Mr. Polin served as General Director of "Mechel-Steel Management Company" OOO. From July 2003 to June 2006, he was Senior Vice President for Production and Engineering Policy of Mechel OAO. From August 2002 until June 2003, Mr. Polin served as Executive Director and First Deputy General Director of "Beloretsk Metallurgical Plant" an open joint-stock company. From September 2001 to August 2002, Mr. Polin was Sales Director of "Chelyabinsk Metallurgical Plant" open joint-stock company. Mr. Polin has almost 26 years of shop floor and management experience in the manufacture and marketing of steel products, and holds a degree in metallurgy from the Chelyabinsk Polytechnic University. Mr. Polin beneficially owns 0.002% of common shares of our Company.

**Igor S. Kozhukhovskiy** has been a member of Board of Directors of our company since June 2008. Mr. Kozhukhovskiy is a member of the Board of Directors of "Energy Forecasting Agency" (EFA) ZAO. Since 2005 he has served as Chief Executive Officer of "EFA" ZAO -a power sector engaged company. From 2000 to 2008, Mr. Kozhukhovskiy was a Head of **Department** at "UES of Russia" RAO. **In 1997-1999, he served as Deputy Fuel and Power Minister of the Russian Federation.** Mr. Kozhukhovskiy graduated from the Siberian Metallurgical Institute with a degree of engineer in automation of metallurgical production in 1978. In 1985, he obtained a degree of mining electrical engineer from the same institute. **He holds a Ph.D. in economics.**

**Vladimir V. Gusev** has been a member of the Board of Directors of our Company since July 2009. In 2008 Mr. Gusev held the position of Vice President for Finance of "Olympstroy" State Corporation. He was Deputy Head of the Federal Tax Service of the Russian Federation in 2005-2008. He was First Deputy Minister of Taxes and Duties of the Russian Federation in 1999-2005. Mr. Gusev graduated from the Saint-Petersburg State University in 1969 with major in law; he is Associate Professor and holds Ph.D. degree in economics. He was awarded with several national awards, and in 2000 he was conferred by decree of the President of Russian Federation to a title of Honorable Economist of the Russian Federation. Mr. Gusev is the author of more than 30 scientific papers and publications.

**10. INFORMATION ON THE PERSON HOLDING THE POSITION OF THE SOLE EXECUTIVE BODY**

Functions of the sole executive body of the Company – Chief Executive Officer of the Company – from the beginning of the accounting period until December 18, 2009, were performed by Igor V. Zyuzin. On December 19, 2009, the Board of Directors of the Company reelected Mr. Zyuzin as Chief Executive Officer (information on the person holding the position of the Company's sole executive body is provided in Section 9 of this Report).

**11. CRITERIA FOR DETERMINATION AND AMOUNT OF COMPENSATION FOR THE PERSON HOLDING POSITION OF THE SOLE EXECUTIVE BODY OF THE COMPANY AND FOR EACH OF THE MEMBERS OF THE COMPANY'S BOARD OF DIRECTORS, PAID OR PAYABLE, BASED ON THE ACCOUNTING PERIOD RESULTS**

Compensation to the Chief Executive Officer is payable in the amount and on the conditions stipulated in the labor contract concluded between the Chief Executive Officer and the Company.

Compensation to the Members of the Board of Directors is payable based on the resolution of the General Shareholders' Meeting in accordance with the Bylaw on Remuneration to Members of the Board of Directors of Mechel OAO and Compensation of Their Expenses Connected with Their Execution of Functions of Members of the Board of Directors.

The total amount of compensation including salaries, bonuses, commissions, benefits and/or reimbursements of expenses paid to the members of the Board of Directors by the Issuer for 12 months of 2009 equals RUR 61,393,049 and 34 kopeks (Sixty-one million three hundred and ninety-three thousand and forty-nine Russian rubles and 34 kopecks).

**12. INFORMATION ON COMPLIANCE OF THE COMPANY (hereinafter, in the table below, the "Issuer") WITH ITS CODE OF BUSINESS CONDUCT**

#	List of norms of Code of Business Conduct	Compliance (complete, partial, non-compliance)	Note
1.	The Issuer should form the Board of Directors.	<i>Complete compliance</i>	Document (with necessary details) fixing this provision and No. of clause/article: <i>1. Clause 16.1, and Art. 18 of Mechel OAO's Charter (new version) approved by the Extraordinary General Shareholders' Meeting of Mechel OAO dated February 01, 2007, registered on February 20, 2007, with modifications and additions registered on August 27, 2007, with modifications and additions registered on May 07, 2008, and with modifications registered on May 29, 2008, and with modifications registered on May 7, 2009, and with modifications registered on July 17, 2009, and with modifications registered on August 24, 2009, and with modifications registered on November 17, 2009, and with modifications registered on January 27, 2010 (hereinafter, Mechel OAO's Charter).</i>

			<p>2. The membership of the Board of Directors effective as at the moment of preparation of this Report:</p> <ol style="list-style-type: none"> <li>1. Alexander E. Yevtushenko</li> <li>2. Serafim V. Kolpakov</li> <li>3. A. David Johnson</li> <li>4. Roger I. Gale</li> <li>5. Valentin V. Proskurnya</li> <li>6. Igor S. Kozhukhovskiy</li> <li>7. Igor V. Zyuzin</li> <li>8. Vladimir A. Polin; and</li> <li>9. Vladimir V. Gusev</li> </ol> <p>3. The effective members of the Board of Directors were elected at the Annual General Shareholders' Meeting dated June 30, 2009 (Minutes No. 1 of the Annual General Shareholders' Meeting dated July 01, 2008).</p>
2.	<p>The Issuer's Board of Directors should include at least three (3) directors, who meet the following requirements:</p> <ul style="list-style-type: none"> <li>• who are not officers or employees of the Issuer (or its management organization) at the moment of their election and were not officers or employees of the Issuer (or its management organization) during one (1) year preceding the election</li> <li>• who are not officers of another company in which any officer of such company is a member of the personnel and compensation committee of the board of directors</li> <li>• who are not a spouse, parent, child, sibling of any officer (manager) of the Issuer (officer of the Issuer's managing organization)</li> <li>• who are not affiliates of the Issuer, excluding directors of the Issuer</li> <li>• obligations of the Issuer pursuant to which they could acquire property (or receive money) in an amount equal to or greater than 10 percent of his or her total annual income, other than compensation for participation in the Board of Directors of the Issuer</li> <li>• who are not representatives of the State, i.e. persons who are representatives of the Russian Federation or subjects of the Russian Federation or constituent entities of the Russian Federation in boards of directors of joint stock companies, with respect to whom a decision is made regarding the use of a special right ("golden share"), and persons elected to the Board of Directors from candidates nominated by the Russian Federation, or by a constituent entity of the Russian Federation or a municipal formation if such members of the Board of</li> </ul>	<p><i>Complete compliance</i></p>	<p><b>Names of the Independent Directors:</b> Seven members of the Board of Directors meet the requirements in question, as follows:</p> <ol style="list-style-type: none"> <li>1. Alexander E. Yevtushenko</li> <li>2. Serafim V. Kolpakov</li> <li>3. A. David Johnson</li> <li>4. Roger I. Gale</li> <li>5. Valentin V. Proskurnya</li> <li>6. Igor S. Kozhukhovskiy</li> <li>7. Vladimir V. Gusev</li> </ol> <p>Document (with necessary details) fixing this provision and No. of clause/article: <i>Clause 18.2. of the Mechel OAO Charter, Art. 2 of the Bylaw on the Board of Directors of Mechel Open Joint Stock Company (approved by the Extraordinary General Shareholders' Meeting, Minutes No. 4 dated October 27, 2004, with modifications and additions approved by the Extraordinary General Shareholders' Meeting of Mechel OAO dated December 23, 2004, and modifications and additions approved by the Extraordinary General Shareholders' Meeting of Mechel OAO dated March 24, 2008 (hereinafter the "Bylaw on the Board of Directors of Mechel OAO"). Pursuant to clause 18.2 of the Charter of Mechel OAO, the Board of Directors shall consist of 9 (nine) persons and the majority of the elected members shall be independent (independent directors).</i></p>

	Directors shall vote based on written directives (instructions, etc.) of, respectively, such constituent entity of the Russian Federation or such municipal formation.		
3.	<p>1) A committee should be formed in the Issuer's Board of Directors, which exclusive functions shall be evaluation of candidates for auditors of the joint stock company, consideration of an auditor's opinion, evaluation of efficiency of the Issuer's internal control procedures, and preparation of proposals for improving them (audit committee,) such committee to be headed by director who shall meet the requirements set forth in Clause 2 of this Annex.</p> <p>2) The Audit Committee should include only directors who meet the requirements set forth in para. 2 of this Annex; in the event this is impossible due to objective reasons, then it should include only directors who meet the requirements set forth in para. 2 of this Annex and directors who are not the sole executive body and/or members of the collective executive body of the Issuer.</p> <p>3) Results of consideration of opinion of the Issuer's auditor prepared by an audit committee should be presented as materials for an annual general meeting of the Issuer's shareholders.</p>	<i>Complete compliance</i>	<p>Documents (with necessary details) fixing these functions of the Committee and No. of clause/article:  - Clause 18.12. of <i>Mechel OAO Charter</i>, and Articles 33 and 37 of the <i>Bylaw on the Board of Directors of Mechel OAO</i>; and  - <i>Bylaw on the Audit Committee of the Board of Directors of Mechel OAO approved by the Board of Directors of Mechel OAO on December 18, 2006. (With modifications and additions, approved by the Board of Directors on March 4, 2009, Minutes unnumbered of March 4, 2009)</i></p> <p>Name of the Committee Head and members of the Committee (specifying independent and/or non-executive directors):  (<i>Minutes of the meeting of Mechel OAO Board of Directors dated July 02, 2009</i>):  1. Roger I. Gale – Chairman of the Committee  2. Valentin V. Proskurnya  3. A. David Johnson  4. Vladimir V. Gusev  All of the above persons are independent and non-executive directors, do not carry out functions of the sole executive body, and are not members of the Issuer's collective executive body.</p> <p>Document affirming this provision or information on presenting such materials to the annual meeting:  - Art. 35 of the <i>Bylaw on the Board of Directors of Mechel OAO</i>; and  - Clause 8.9 of the <i>Bylaw on the Audit Committee of the Board of Directors of Mechel OAO</i>.</p>
4.	<p>1) An HR and compensation committee should be formed in the Issuer's Board of Directors, which exclusive functions shall be:</p> <ul style="list-style-type: none"> <li>• developing principles and criteria to determine amount of compensation to members of the Board of Directors, members of the collegial executive body, and a person fulfilling the functions of the sole executive body of the Issuer, including its management organization or manager</li> <li>• developing proposals on determining essential terms and conditions of labor contracts with members of the Board of Directors, members of the collegial executive body, and a person fulfilling the functions of the sole executive body of the Issuer</li> <li>• determining criteria for selecting candidates to members of the Board of Directors, members of the</li> </ul>	<i>Complete compliance</i>	<p><b>Documents (with necessary details) fixing these functions of the Committee:</b>  - <i>Bylaw on the Appointment and Compensation Committee of the Board of Directors of Mechel OAO approved by the Resolution of the Board of Directors of Mechel OAO, unnumbered, dated August 06, 2007.</i></p>

	<p>collegial executive body, and to the position of the sole executive body of the Issuer, and preliminary evaluation of such candidates</p> <ul style="list-style-type: none"> <li>regular evaluation of performance of a person fulfilling the functions of the sole executive body (management organization or manager) and members of the collegial executive body of the Issuer and preparing proposals for the Board of Directors on a possibility of their reappointment.</li> </ul>		
	<p>2) The HR and Compensation Committee should include only directors who meet the requirements set forth in para. 2 of this Annex; in the event this is impossible due to objective reasons, then it should include only directors who meet the requirements set forth in para. 2 of this Annex and directors who are not a sole executive body and/or members of collective executive body of the Issuer.</p>		<p>Name of the members of the Committee (specifying independent and/or non-executive directors): The membership of the Appointment and Compensation Committee: <i>(Minutes of the meeting of Mechel OAO Board of Directors dated July 02, 2009):</i> 1. Serafim V. Kolpakov (Independent Director) 2. Roger I. Gale (Independent Director) 3. Valentin V. Proskurnya – Chairman (Independent Director); and 4. Alexander E. Yevtushenko (Independent Director)</p>
5	<p>The Issuer should form a collegial executive body.</p>	<p><i>Complete compliance</i></p>	<p><b>Document (with necessary details) affirming this norm within another document and No. of clause/article:</b> 1. Clause 16.1, and Art. 18 of Mechel OAO's Charter (new version) approved by the Extraordinary General Shareholders' Meeting of Mechel OAO dated February 01, 2007, registered on February 20, 2007, with modifications and additions registered on August 27, 2007, with modifications and additions registered on May 07, 2008, and with modifications registered on May 29, 2008, and with modifications registered on May 7, 2009, and with modifications registered on July 17, 2009, and with modifications registered on August 24, 2009, and with modifications registered on November 17, 2009, and with modifications registered on January 27, 2010 (hereinafter, Mechel OAO's Charter). <i>Bylaw on the Collegial Executive Body (Management Board) of Mechel Open Joint Stock Company approved by the Extraordinary General Shareholders Meeting of Mechel OAO dated August 06, 2007 (Minutes No. 2 dated August 06, 2007). Modifications and additions to the Bylaw on the Collegial Executive Body (Management Board) approved by the Extraordinary General Shareholders Meeting of Mechel OAO dated August 06, 2007 (Minutes of January 01, 2009)</i> 2. In the accounting year, the Management Board was elected by the Board of Directors on March 12, 2009. (Minutes of the meeting of Mechel OAO Board of Directors,</p>

			<i>unnumbered, dated March 13, 2009), the authority of one member of the Management Board was prematurely curtailed and a replacement elected by the Management Board on September 23, 2009 (Minutes of the meeting of Mechel OAO Board of Directors, unnumbered, dated 24.09.2009)</i>
6	Internal documents of the Issuer should provide for obligations of members of the Board of Directors, members of collective executive bodies, and a person fulfilling functions of a sole executive body, including managing organization and its officers, to disclose information on holding of the Issuer's securities and on sale and/or purchase of the Issuer's securities.	<i>Complete compliance</i>	Documents (with necessary details) fixing obligations of each of the management bodies and No. of clause/article: 1. -The obligation of members of the Board of Directors has been provided for in clause 18.23. of the Charter and Art. 7 of the Bylaw on the Board of Directors of Mechel OAO 2. The obligation of the sole executive body has been provided for in clause 19.17. of the Charter 3. The obligation of the Members of the Management Board has been provided for in clause 19.17. of the Charter
7.	The Issuer's Board of Directors should approve a document determining rules and approaches to disclosure of information on the Issuer.	<i>Complete compliance</i>	<b>Document (with necessary details) fixing these provisions and No. of clause/article:</b> <i>Bylaw on Use of Information of Mechel Steel Group Open Joint Stock Company (hereinafter the "Company"), Which Disclosure May Have Significant Influence on Market Value of the Company's Securities approved by the Board of Directors of Mechel OAO, Minutes unnumbered, dated December 10, 2004.</i> <i>Code of Corporate Management approved by the Board of Directors of Mechel OAO, Minutes unnumbered, dated December 18, 2006, Article 5.</i> <i>Bylaw on Information Policy of Mechel OAO approved by the Board of Directors of Mechel OAO on February 2, 2009.</i>
8.	The Issuer's Board of Directors should approve a document on use of information on the Issuer's activities, on securities of the company and transactions therewith, which is not public, and which disclosure may significantly affect market value of the Issuer's securities.	<i>Complete compliance</i>	<b>Document (with necessary details) affirming this norm within another document and No. of clause/article:</b> <i>Bylaw on Use of Information of Mechel Steel Group Open Joint Stock Company (hereinafter the "Company"), Which Disclosure May Have Significant Influence on Market Value of the Company's Securities approved by the Board of Directors of Mechel OAO, Minutes unnumbered, dated December 10, 2004.</i>
9.	The Issuer's Board of Directors should approve a document determining procedures of internal control over financial and economic activities of the Issuer, control over compliance with which is to be performed by a separate organizational unit of the Issuer reporting on any breaches revealed to the audit committee.	<i>Complete compliance</i>	<b>Document confirming the establishment of such a unit:</b> <i>Order by the Chief Executive Officer of Mechel OAO No. 109 dated December 10, 2004.</i> Documents (with necessary details) determining such procedures and No. of the clause/article, and the body approved the required document: <i>Bylaw on the Internal Audit Function of Mechel OAO approved by the Board of Directors of Mechel OAO, Minutes, unnumbered, dated December 18, 2006.</i> <i>(With modifications and additions, approved by the Board of Directors on March 12, 2009, Minutes, unnumbered dated March 13,</i>

			2009).
10.	The Issuer's charter should provide for that the notice of the general meeting of shareholders be given not later than 30 days prior to the meeting, unless the laws of the Russian Federation stipulate a longer period.	<i>Complete compliance</i>	Document (with necessary details) fixing this provision and No. of clause/article: <i>Clause 17.10. of the Mechel OAO Charter.</i> <b>Information confirming actual compliance with this term (date of the last Annual General Shareholders' Meeting and date of the information disclosure/notice to the shareholders on convening it):</b> <i>The date of the last Annual General Shareholders' Meeting of Mechel OAO was June 30, 2009.</i> <i>The date of publication of the notice to the shareholders on convening of the Annual General Shareholders' Meeting in the Rossiyskaya Gazeta newspaper was May 27, 2009. № 94 (4918).</i>