

Item #8 of the Agenda of the Annual General Shareholders' Meeting of OJSC MMK,

**“Approval of interested party transactions”»** *(six resolutions are to be made regarding this item).*

## Draft Resolutions

**It is resolved:**

**1 Pursuant to Paragraph 1 of Article 81 and Paragraph 4, Subparagraph 1 of Paragraph 6 of Article 83 of the Federal Law of the Russian Federation “On Joint Stock Companies”, to approve an interested party transaction regarding OJSC MMK’s entering into an additional agreement for the extension of contract #150778 for the supply of OJSC MMK’s steel products with MMK -METIZ on the following terms:**

**Contract # 150778:**

**Subject – steel products’ supply;**

**Amount of steel products – 752,647 tonnes;**

**Price – specified in accordance with the Provisions of Establishment of Prices for Sales of Steel Products in the Internal Market;**

**Delivery deadline – the following annual general shareholders’ meeting;**

**Settlements – within 120 calendar days from the date of delivery.**

**There are no beneficiaries under the transaction.**

**2 Pursuant to Paragraph 1 of Article 81 and Paragraph 4, Subparagraph 1 of Paragraph 6 of Article 83 of the Federal Law of the Russian Federation “On Joint Stock Companies”, to approve interrelated interested party transactions regarding OJSC MMK’s entering into additional agreements for the extension of contracts for the supply of OJSC MMK’s steel products with MMK Trading AG, Zug, Switzerland:**

<p><b><u>Contract # E150800 on the following terms:</u></b> Subject – steel products’ supply; Price – not less than the approved minimum reference price in accordance with the Provisions of Approval and Establishment of Reference and Contract Prices for Sales of Steel Products in the International Market; Amount of steel products – 4,600,000 tonnes; Delivery deadline – the following annual general shareholders’ meeting; Settlements – within 60 calendar days from the date of delivery. There are no beneficiaries under the transaction.</p>	<p><b><u>Contract # E150809 on the following terms:</u></b> Subject – steel products’ supply; Price – not less than the approved minimum reference price in accordance with the Provisions of Approval and Establishment of Reference and Contract Prices for Sales of Steel Products in the International Market; Amount of steel products – 2,300,000 tonnes; Delivery deadline – the following annual general shareholders’ meeting; Settlements – within 60 calendar days from the date of delivery. There are no beneficiaries under the transaction.</p>
<p><b><u>Contract # E150801 on the following terms:</u></b> Subject – steel products’ supply; Price – not less than the approved minimum reference price in accordance with the Provisions of Approval and Establishment of Reference and Contract Prices for Sales of Steel Products in the International Market; Amount of steel products – 600,000 tonnes; Delivery deadline – the following annual general shareholders’ meeting; Settlements – within 60 calendar days from the date of delivery. There are no beneficiaries under the transaction.</p>	<p><b><u>Contract # E150810 on the following terms:</u></b> Subject – steel products’ supply; Price – not less than the approved minimum reference price in accordance with the Provisions of Approval and Establishment of Reference and Contract Prices for Sales of Steel Products in the International Market; Amount of steel products – 180,000 tonnes; Delivery deadline – the following annual general shareholders’ meeting; Settlements – within 60 calendar days from the date of delivery. There are no beneficiaries under the transaction.</p>

<p><b><u>Contract # E150803 on the following terms:</u></b>  Subject – steel products’ supply;  Price – not less than the approved minimum reference price in accordance with the Provisions of Approval and Establishment of Reference and Contract Prices for Sales of Steel Products in the International Market;  Amount of steel products – 1,150,000 tonnes;  Delivery deadline – the following annual general shareholders’ meeting;  Settlements – within 60 calendar days from the date of delivery.  There are no beneficiaries under the transaction.</p>	<p><b><u>Contract # E150811 on the following terms:</u></b>  Subject – steel products’ supply;  Price – not less than the approved minimum reference price in accordance with the Provisions of Approval and Establishment of Reference and Contract Prices for Sales of Steel Products in the International Market;  Amount of steel products – 240,000 tonnes;  Delivery deadline – the following annual general shareholders’ meeting;  Settlements – within 60 calendar days from the date of delivery.  There are no beneficiaries under the transaction.</p>
<p><b><u>Contract # E150804 on the following terms:</u></b>  Subject – steel products’ supply;  Price – not less than the approved minimum reference price in accordance with the Provisions of Approval and Establishment of Reference and Contract Prices for Sales of Steel Products in the International Market;  Amount of steel products – 1,100,000 tonnes;  Delivery deadline – the following annual general shareholders’ meeting;  Settlements – within 60 calendar days from the date of delivery.  There are no beneficiaries under the transaction.</p>	<p><b><u>Contract # E150812 on the following terms:</u></b>  Subject – steel products’ supply;  Price – not less than the approved minimum reference price in accordance with the Provisions of Approval and Establishment of Reference and Contract Prices for Sales of Steel Products in the International Market;  Amount of steel products – 240,000 tonnes;  Delivery deadline – the following annual general shareholders’ meeting;  Settlements – within 60 calendar days from the date of delivery.  There are no beneficiaries under the transaction.</p>
<p><b><u>Contract # E150806 on the following terms:</u></b>  Subject – steel products’ supply;  Price – not less than the approved minimum reference price in accordance with the Provisions of Approval and Establishment of Reference and Contract Prices for Sales of Steel Products in the International Market;  Amount of steel products – 150,000 tonnes;  Delivery deadline – the following annual general shareholders’ meeting;  Settlements – within 60 calendar days from the date of delivery.  There are no beneficiaries under the transaction.</p>	<p><b><u>Contract # E150813 on the following terms:</u></b>  Subject – steel products’ supply;  Price – not less than the approved minimum reference price in accordance with the Provisions of Approval and Establishment of Reference and Contract Prices for Sales of Steel Products in the International Market;  Amount of steel products – 120,000 tonnes;  Delivery deadline – the following annual general shareholders’ meeting;  Settlements – within 60 calendar days from the date of delivery.  There are no beneficiaries under the transaction.</p>
<p><b><u>Contract # E150807 on the following terms:</u></b>  Subject – steel products’ supply;  Price – not less than the approved minimum reference price in accordance with the Provisions of Approval and Establishment of Reference and Contract Prices for Sales of Steel Products in the International Market;  Amount of steel products – 650,000 tonnes;  Delivery deadline – the following annual general shareholders’ meeting;  Settlements – within 120 calendar days from the date of delivery.  There are no beneficiaries under the transaction.</p>	

**3 Pursuant to Paragraph 1 of Article 81 and Paragraph 4, Subparagraph 1 of Paragraph 6 of Article 83 of the Federal Law of the Russian Federation “On Joint Stock Companies”, to approve interrelated interested party transactions regarding OJSC MMK’s contracts for the supply of OJSC MMK’s steel products with MMK Trading AG, Zug, Switzerland:**

**Contract # E154232 on the following terms:**  
Subject – steel products’ supply;  
Price – not less than the approved minimum reference price in accordance with the Provisions of Approval and Establishment of Reference and Contract Prices for Sales of Steel Products in the International Market;  
Amount of steel products – 2,700,000 tonnes;  
Delivery deadline – 31.12.2009;  
Settlements – within 60 calendar days from the date of delivery.

There are no beneficiaries under the transaction.  
**Contract # E154233 on the following terms:**  
Subject – steel products’ supply;  
Price – not less than the approved minimum reference price in accordance with the Provisions of Approval and Establishment of Reference and Contract Prices for Sales of Steel Products in the International Market;  
Amount of steel products – 1,000,000 tonnes;

**Contract # E154240 on the following terms:**  
Subject – steel products’ supply;  
Price – not less than the approved minimum reference price in accordance with the Provisions of Approval and Establishment of Reference and Contract Prices for Sales of Steel Products in the International Market;  
Amount of steel products – 92,000 tonnes;  
Delivery deadline – 31.12.2009;  
Settlements – within 60 calendar days from the date of delivery.

There are no beneficiaries under the transaction .  
**Contract # E154241 on the following terms:**  
Subject – steel products’ supply;  
Price – not less than the approved minimum reference price in accordance with the Provisions of Approval and Establishment of Reference and Contract Prices for Sales of Steel Products in the International Market;  
Amount of steel products – 190,000 tonnes;



**4 Pursuant to Paragraph 1 of Article 81, and Paragraph 4 and Subparagraph 1 of Paragraph 6 of Article 83 of the Federal Law of Russian Federation “On Joint Stock Companies”, to approve an interested party transaction regarding OJSC MMK’s entering into a Surety Agreement with ABN Amro Bank N.V., BNP Paribas S.A. and Bayerische Hypo- und Vereinsbank AG (hereinafter, the Banks), to the loan agreement concluded between MMK Atakaş Metalurji Sanayi Ticaret ve Liman İşletmeciliği Anonim Şirketi and the Banks, on the following terms:**

- **Lenders - ABN Amro Bank N.V., BNP Paribas S.A. and Bayerische Hypo- und Vereinsbank AG;**
  - **Borrower - «MMK Atakaş Metalurji Sanayi Ticaret ve Liman İşletmeciliği Anonim Şirketi», the Republic of Turkey;**
  - **purpose of the loan – obtaining the required funds for financing the Project “Joint Construction of Steel Complex in the Republic of Turkey”;**
  - **loan amount – not exceeding USD 300,000,000;**
  - **interest rate – quarterly LIBOR + 0.8% per annum;**
  - **arrangement fee – 0.5% per annum on the loan amount, to be paid within 7 days from the date of signing of the loan agreement or on the first drawdown date whichever is earlier;**
  - **commitment fee – 0.25% per annum, accrued on the outstanding loan amount and paid quarterly, starting from the date of signing of the loan agreement till the end of the availability period;**
  - **loan availability period – not exceeding 18 months from the date of signing of the loan agreement;**
  - **the Surety Agreement’s validity period – the Surety Agreement shall expire in case the obligations of MMK Atakaş Metalurji Sanayi Ticaret ve Liman İşletmeciliği Anonim Şirketi under the loan agreement or the obligations of OJSC MMK under the Surety Agreement to the Lenders are fulfilled in full;**
  - **the loan security – pledge of 100% shares of MMK Atakaş Metalurji Sanayi Ticaret ve Liman İşletmeciliği Anonim Şirketi, first ranking pledge on the land owned by MMK Atakaş Metalurji Sanayi Ticaret ve Liman İşletmeciliği Anonim Şirketi;**
- The price of the transaction will include the principal debt, the interest accrued for the use of funds, penalties, and default interest on obligations, any losses, fees, charges, expenses and other amounts payable to the Lenders under the loan agreement.**

**The beneficiary under the transaction is MMK Atakaş Metalurji Sanayi Ticaret ve Liman İşletmeciliği Anonim Şirketi.**

**5 Pursuant to Paragraph 1 of Article 81 and Paragraph 4, Subparagraph 1 of Paragraph 6 of Article 83 of the Federal Law of the Russian Federation “On Joint Stock Companies”, to approve an interested party transaction regarding OJSC MMK’s entering into a surety agreement with ING Bank (Eurasia) ZAO, CJSC Kommerzbank (Eurasia), Natixis Bank ZAO, Natixis SA, Joint Stock Commercial Bank “Bank Société Générale Vostok” (CJSC) and Société Générale (hereinafter, the Lenders), to a loan agreement concluded between CJSC Profit and the Lenders, on the following terms:**

- **Secured obligations – pursuant to the surety agreement OJSC MMK is liable for the Borrower’s obligations under the loan agreement to the same extent as is the Borrower, including the following obligations of the Borrower under the loan agreement: to repay the principal debt, to repay the interest accrued for the use of funds, to pay a commitment fee to the Lenders, to pay an arrangement fee to the agent bank, to pay penalties for late repayment of any amounts under the loan agreement, and to reimburse legal expenses on debt collection and other Lenders’ expenses resulting from default on (or improper fulfillment of) any of the secured obligations;**
- **Lenders - ING Bank (Eurasia) ZAO, CJSC Kommerzbank (Eurasia), Natixis Bank ZAO, Natixis SA, Joint Stock Commercial Bank “Bank Société Générale Vostok” (CJSC) and Société Générale;**
- **Borrower – ZAO Profit, Closed Joint Stock Company, a legal entity duly organized and validly existing under the laws of the Russian Federation, located at the following address: Ul. Gryaznova, 34, Magnitogorsk, Chelyabinsk region, 455037 the Russian Federation;**

- Purpose of loan – financing of CJSC Profit’s general business operations;
  - Loan amount – not exceeding USD 180,000,000;
  - Interest rate – monthly LIBOR + 1.65% per annum;
  - Penalty – interest rate increased by 2%;
  - Arrangement fee – 0,65% of the loan amount, to be paid at a time within 10 days from the date of signing of the loan agreement;
  - Commitment fee – 0,5% per annum, accrued on the outstanding loan amount and paid on the last day of the availability period;
  - Extension fee – 0,3% of the loan amount, to be paid at a time within 10 days from the date of signing of amendments to the loan agreement for the extension of loan, in case the option/right to extend the loan is used;
  - Loan availability period – 365 days from the date of signing of the loan agreement plus one year from the date of signing of amendments to the loan agreement plus one more year in case the loan is re-extended;
  - Surety agreement validity – the agreement shall be terminated in case of the following: (i) the secured obligations are fulfilled in full by CJSC Profit or OJSC MMK and 3 years after the date of the final repayment under the loan agreement; and (ii) in other cases as required by the applicable legislation of the Russian Federation;
  - Other terms and conditions – during the period of the loan agreement’s availability OJSC MMK undertakes to quarterly transfer funds in the amount not less than USD36,000,000 gained by OJSC MMK from export contracts to its accounts with ING Bank (Eurasia) ZAO, CJSC Kommerzbank (Eurasia), Natixis Bank ZAO and Joint Stock Commercial Bank “Bank Société Générale Vostok” (CJSC) in equal shares, starting from the date of signing of the loan agreement;
  - Price of transaction regarding the surety agreement will include the principal debt under the loan agreement, the interest accrued for the use of funds, fees, charges, expenses and all other amounts payable to the Lenders under the loan agreement.
- The beneficiary under the transaction is CJSC Profit.

6 Pursuant to Paragraph 1 of Article 81 and Paragraph 4, Subparagraph 1 of Paragraph 6 of Article 83 of the Federal Law of the Russian Federation “On Joint Stock Companies”, to approve interested party transactions regarding OJSC MMK’s entering into agreements on direct debiting of OJSC MMK’s bank accounts with ING Bank (Eurasia) ZAO, CJSC Kommerzbank (Eurasia), Natixis Bank ZAO, Joint Stock Commercial Bank “Bank Société Générale Vostok” (CJSC) to ensure the fulfillment of the obligations by CJSC Profit under the loan agreement concluded between CJSC Profit and ING Bank (Eurasia) ZAO, CJSC Kommerzbank (Eurasia), Natixis Bank ZAO, Natixis SA, Joint Stock Commercial Bank “Bank Société Générale Vostok” (CJSC) and Société Générale to finance CJSC Profit’s general business operations, on the following terms:

- Loan amount – not exceeding USD 180,000,000;
- Interest rate – monthly LIBOR + 1.65% per annum;
- Penalty – interest rate increased by 2%;
- Arrangement fee – 0,65% of the loan amount, to be paid at a time within 10 days from the date of signing of the loan agreement;
- Commitment fee – 0,5% per annum, accrued on the outstanding loan amount and paid on the last day of the availability period;
- Extension fee – 0,3% of the loan amount, to be paid at a time within 10 days from the date of signing of amendments to the loan agreement for the extension of loan, in case the option/right to extend the loan is used (hereinafter, “Liabilities”).
- Loan availability period – 365 days from the date of signing of the loan agreement plus one year from the date of signing of amendments to extend the loan agreement plus one more year in case the loan is re-extended;
- Other terms and conditions – during the period of the loan agreement’s availability OJSC MMK undertakes to quarterly transfer funds in the amount not less than USD 36,000,000 gained by OJSC MMK from export contracts to its accounts with ING Bank (Eurasia) ZAO, CJSC Kommerzbank

**(Eurasia), Natixis Bank ZAO and Joint Stock Commercial Bank “Bank Société Générale Vostok” (CJSC) in equal shares, starting from the date of signing of the loan agreement;**

**OJSC MMK’s agreement on direct debiting of OJSC MMK’s bank accounts with ING Bank (Eurasia) ZAO, on the following terms:**

**Secured obligations – pursuant to the agreement on direct debiting of OJSC MMK’s bank accounts with ING Bank (Eurasia) ZAO, ING Bank (Eurasia) ZAO may debit without further authorization funds amounting to the outstanding obligations of CJSC Profit under the loan agreement, including the obligation to reimburse legal expenses on debt collection and other Lenders’ expenses resulting from default on (or improper fulfillment of) any of the secured obligations;**

**Agreement’s validity – until the secured obligations are fulfilled in full by CJSC Profit or a third party;**

**Price of transaction regarding the surety agreement will include the principal debt under the loan agreement, the interest accrued for the use of funds, fees, charges, expenses and all other amounts payable to the Lenders under the loan agreement;**

**The beneficiary under the transaction is CJSC Profit .**

**OJSC MMK’s agreement on direct debiting of OJSC MMK’s bank accounts with CJSC Kommerzbank (Eurasia), on the following terms:**

**Secured obligations – pursuant to the agreement on direct debiting of OJSC MMK’s bank accounts with CJSC Kommerzbank (Eurasia), CJSC Kommerzbank (Eurasia) may debit without further authorization funds amounting to the outstanding obligations of CJSC Profit under the loan agreement, including the obligation to reimburse legal expenses on debt collection and other Lenders’ expenses resulting from default on (or improper fulfillment of) any of the secured obligations;**

**Agreement’s validity – until the secured obligations are fulfilled in full by CJSC Profit or a third party;**

**Price of transaction regarding the surety agreement will include the principal debt under the loan agreement, the interest accrued for the use of funds, fees, charges, expenses and all other amounts payable to the Lenders under the loan agreement;**

**The beneficiary under the transaction is CJSC Profit .**

**OJSC MMK’s agreement on direct debiting of OJSC MMK’s bank accounts with Natixis Bank ZAO, on the following terms:**

**Secured obligations – pursuant to the agreement on direct debiting of OJSC MMK’s bank accounts with Natixis Bank ZAO, Natixis Bank ZAO may debit without further authorization funds amounting to the outstanding obligations of CJSC Profit under the loan agreement, including the obligation to reimburse legal expenses on debt collection and other Lenders’ expenses resulting from default on (or improper fulfillment of) any of the secured obligations;**

**Agreement’s validity – until the secured obligations are fulfilled in full by CJSC Profit or a third party;**

**Price of transaction regarding the surety agreement will include the principal debt under the loan agreement, the interest accrued for the use of funds, fees, charges, expenses and all other amounts payable to the Lenders under the loan agreement;**

**The beneficiary under the transaction is CJSC Profit .**

**OJSC MMK’s agreement on direct debiting of OJSC MMK’s bank accounts with Joint Stock Commercial Bank “Bank Société Générale Vostok” (CJSC), on the following terms:**

**Secured obligations – pursuant to the agreement on direct debiting of OJSC MMK’s bank accounts with Joint Stock Commercial Bank “Bank Société Générale Vostok” (CJSC), Joint Stock Commercial Bank “Bank Société Générale Vostok” (CJSC) may debit without further authorization funds amounting to the outstanding obligations of CJSC Profit under the loan agreement, including the**

**obligation to reimburse legal expenses on debt collection and other Lenders' expenses resulting from default on (or improper fulfillment of) any of the secured obligations;**

**Agreement's validity – until the secured obligations are fulfilled in full by CJSC Profit or a third party;**

**Price of transaction regarding the surety agreement will include the principal debt under the loan agreement, the interest accrued for the use of funds, fees, charges, expenses and all other amounts payable to the Lenders under the loan agreement;**

**The beneficiary under the transaction is CJSC Profit .**