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**APPENDICIES TO MMK** Annual Report 2020

# APPENDICES TO MMK Annual Report 2020

List of transactions made in 2020 that are recognised as interested party transactions in accordance with the Federal Law On Joint Stock Companies

## 1 Interested party transaction to sign Addendum No. 15 to Contract No. E230657 between PJSC MMK and MMK Trading AG, Zug, Switzerland.

### Material terms:

- Metal products and their quantity are determined in specifications signed by the parties; the quantity is estimated at approximately 5,400,000 tonnes
- The contract is valid until 30 June 2023

Other contract terms remain unchanged.

The transaction has no beneficiaries.

Transaction price: \$1,890,000,000.

### Persons recognised as interested parties to PJSC MMK's transaction:

- *Members of MMK's Board of Directors: Victor Rashnikov (holds no shares in the above companies), Olga Rashnikova (holds no shares in the above companies)*<sup>1</sup>

### Grounds for recognising the person (persons) as an interested party (interested parties) to the transaction:

- *Tatyana Rakhno, Director of MMK Trading AG, Zug, Switzerland, is a daughter of Victor Rashnikov, the Chairman of MMK's Board of Directors, and the sister of Olga Rashnikova, a member of MMK's Board of Directors*

## 2 Interested party transaction to sign Addendum No. 6 on changing the validity period of Contract No. E230658 between PJSC MMK and MMK Trading AG, Zug, Switzerland.

### Material terms:

- The contract is valid until 30 June 2023

Other contract terms remain unchanged.

The transaction has no beneficiaries.

### Persons recognised as interested parties to PJSC MMK's transaction:

- *Members of MMK's Board of Directors: Victor Rashnikov (holds no shares in the above companies), Olga Rashnikova (holds no shares in the above companies)*

### Grounds for recognising the person (persons) as an interested party (interested parties) to the transaction:

- *Tatyana Rakhno, Director of MMK Trading AG, Zug, Switzerland, is a daughter of Victor Rashnikov, the Chairman of MMK's Board of Directors, and the sister of Olga Rashnikova, a member of MMK's Board of Directors*

<sup>1</sup> The stake held by the interested party (interested parties) in the authorised capital (the percentage of shares owned by the interested party (interested parties)) of PJSC MMK and the legal entity that was a party to the transaction, as at the date of the transaction.

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### 3 Interested party transaction to sign Contract No. E241072 between PJSC MMK and MMK Metalurji Sanayi, Ticaret ve Liman İşletmeciliği Anonim Şirketi, Turkey.

#### Material terms:

- Subject matter of the contract: supply of metal products
- Metal products and their quantity are determined in specifications signed by the parties; the quantity is estimated at approximately 1,080,000 tonnes
- Payment procedure: within 60 calendar days from the date of supply
- The contract is valid until 31 December 2022

The transaction has no beneficiaries.

Transaction price: \$550,000,000.

#### Persons recognised as interested parties to PJSC MMK's transaction:

- *Members of MMK's Board of Directors:* Victor Rashnikov (holds no shares in the above companies), Olga Rashnikova (holds no shares in the above companies)

#### Grounds for recognising the person (persons) as an interested party (interested parties) to the transaction:

- *Mintha Holding Limited, the controlling entity of PJSC MMK, also indirectly controls MMK Metalurji Sanayi, Ticaret ve Liman İşletmeciliği Anonim Şirketi, Turkey*

*(According to the information available, Victor Rashnikov, the Chairman of MMK's Board of Directors, is the beneficiary of Mintha Holding Limited, and Olga Rashnikova, a member of MMK's Board of Directors, is a daughter of Victor Rashnikov.)*

### 4 Interested party transaction for an independent guarantee to be issued by PJSC MMK to guarantee the obligations of MMK METALURJI SANAYI, TICARET VE LIMAN İŞLETMECİLİĞİ ANONİM ŞİRKETİ (Turkey) to ING Bank A.Ş.

#### Material terms:

- Parties to the transaction: PJSC MMK (the "GUARANTOR"), ING Bank A.Ş. located at: Reşitpaşa Mah. Eski Büyükdere Cad. No.8 Maslak 34467, Istanbul, Turkey, (the "Beneficiary")
- Subject matter of the independent guarantee (the "GUARANTEE"): the Guarantor shall irrevocably pay to the BENEFICIARY any amount or amounts within the Guarantor's liability within five days upon receipt by the GUARANTOR of the first written notice from the BENEFICIARY of default/partial default on the obligations of MMK METALURJI SANAYI, TICARET VE LIMAN İŞLETMECİLİĞİ ANONİM ŞİRKETİ located at Özerli Mah. Alparslan Türkeş Bulvarı No:342/91 Dört Yol/Hatay/Turkey (the "PRINCIPAL") under the Master Credit Agreement between the BENEFICIARY as the Lender and the PRINCIPAL as the Borrower, dated 6 January 2017 (the "Agreement"), signed on the following terms:
  - Subject matter of the Agreement: the BENEFICIARY shall open a revolving credit facility to the PRINCIPAL for trade finance purposes
  - Loan limit: \$50,000,000 (fifty million)
  - The loan is valid for an unlimited time
  - The GUARANTOR's liability limit: the amount of all of the PRINCIPAL's obligations to the BENEFICIARY under the Agreement, including the principal debt amount not exceeding \$25,000,000 (twenty-five million), and the amount of interest on the loan and other payments under the Agreement, according to the terms of the Agreement
  - The Guarantee is valid from its issue date until 1 February 2023 (inclusive)

The Guarantee is regulated by the laws of the Russian Federation.

Beneficiary under the Guarantee: MMK METALURJI SANAYI, TICARET VE LIMAN İŞLETMECİLİĞİ ANONİM ŞİRKETİ.

Transaction price: within the limit of the GUARANTOR's liability for the PRINCIPAL's obligations under the Agreement.

#### Persons recognised as interested parties to PJSC MMK's transaction:

- *Members of MMK's Board of Directors:* Victor Rashnikov (holds no shares in the above companies), Olga Rashnikova (holds no shares in the above companies)

#### Grounds for recognising the person (persons) as an interested party (interested parties) to the transaction:

- *Mintha Holding Limited, the controlling entity of PJSC MMK, also indirectly controls MMK METALURJI SANAYI, TICARET VE LIMAN İŞLETMECİLİĞİ ANONİM ŞİRKETİ, Turkey*

*(According to the information available, Victor Rashnikov, the Chairman of MMK's Board of Directors, is the beneficiary of Mintha Holding Limited, and Olga Rashnikova, a member of MMK's Board of Directors, is a daughter of Victor Rashnikov.)*

**MMK's governing bodies that resolved to agree to, or subsequently approve, the above transactions: MMK's Board of Directors resolved to agree to the transaction (Minutes No. 14 of absentee voting by MMK's Board of Directors dated 24 March 2020).**

### 5 Related-party transaction to sign a loan agreement between PJSC MMK (the "Lender") and LLC REGION (the "Borrower").

#### Material terms:

- Subject matter of the agreement: provision of a loan
- Loan amount: RUB 850,320,000.00 (eight hundred fifty million three hundred twenty thousand)
- Interest rate: 6.25% (six point twenty-five percent) per annum
- The agreement is valid until 31 December 2027
- Loan disbursement procedure: upon a written request from the Borrower, the loan can be provided in instalments
- Loan repayment procedure: on the expiry date of the Agreement, with an option of partial/full early repayment

The transaction has no beneficiaries.

Transaction price: the loan amount of RUB 850,320,000.00 (eight hundred fifty million three hundred twenty thousand) plus interest on the loan.

#### Persons recognised as interested parties to PJSC MMK's transaction:

- *Members of MMK's Board of Directors:* Victor Rashnikov (holds no shares in the above companies), Olga Rashnikova (holds no shares in the above companies)

#### Grounds for recognising the person (persons) as an interested party (interested parties) to the transaction:

- *Mintha Holding Limited, the controlling entity of PJSC MMK, also indirectly controls LLC REGION*

*(According to the information available, Victor Rashnikov, the Chairman of MMK's Board of Directors, is the beneficiary of Mintha Holding Limited, and Olga Rashnikova, a member of MMK's Board of Directors, is a daughter of Victor Rashnikov.)*

### 6 Interested party transaction to sign Contract No. E243568 between PJSC MMK (the "Seller") and MMK Trading AG, Zug, Switzerland (the "Buyer").

#### Material terms:

- Subject matter of the contract: supply of metal products
- Metal products and their quantity are determined in specifications signed by the parties; the quantity is estimated at approximately 1,350,000 tonnes
- Payment procedure: within 60 calendar days from the date of supply
- The contract is valid until 30 June 2023

The transaction has no beneficiaries.

Transaction price: \$540,000,000.

#### Persons recognised as interested parties to PJSC MMK's transaction:

- *Members of MMK's Board of Directors:* Victor Rashnikov (holds no shares in the above companies), Olga Rashnikova (holds no shares in the above companies).

#### Grounds for recognising the person (persons) as an interested party (interested parties) to the transaction:

- *Tatyana Rakhno, Director of MMK Trading AG, Zug, Switzerland, is a daughter of Victor Rashnikov, the Chairman of MMK's Board of Directors, and the sister of Olga Rashnikova, a member of MMK's Board of Directors.*

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### 7 Interested party transaction to sign Contract No. E243571 between PJSC MMK (the “Seller”) and MMK Trading AG, Zug, Switzerland (the “Buyer”).

#### Material terms:

- Subject matter of the contract: supply of metal products
- Metal products and their quantity are determined in specifications signed by the parties; the quantity is estimated at approximately 1,300,000 tonnes
- Payment procedure: within 60 calendar days from the date of supply
- The contract is valid until 30 June 2023

The transaction has no beneficiaries.

Transaction price: EUR 480,000,000.

#### Persons recognised as interested parties to PJSC MMK’s transaction:

- *Members of MMK’s Board of Directors:* Victor Rashnikov (holds no shares in the above companies), Olga Rashnikova (holds no shares in the above companies).

#### Grounds for recognising the person (persons) as an interested party (interested parties) to the transaction:

- *Tatyana Rakhno, Director of MMK Trading AG, Zug, Switzerland, is a daughter of Victor Rashnikov, the Chairman of MMK’s Board of Directors, and the sister of Olga Rashnikova, a member of MMK’s Board of Directors.*

### 8 Interested party transaction to sign Contract No. E243570 between PJSC MMK (the “Seller”) and MMK Steel Trade AG, Switzerland (the “Buyer”).

#### Material terms:

- Subject matter of the contract: supply of metal products
- Metal products and their quantity are determined in specifications signed by the parties; the quantity is estimated at approximately 1,350,000 tonnes
- Payment procedure: within 60 calendar days from the date of supply
- The contract is valid until 30 June 2023

The transaction has no beneficiaries.

Transaction price: \$540,000,000.

#### Persons recognised as interested parties to PJSC MMK’s transaction:

- *Members of MMK’s Board of Directors:* Victor Rashnikov (holds no shares in the above companies), Olga Rashnikova (holds no shares in the above companies).

#### Grounds for recognising the person (persons) as an interested party (interested parties) to the transaction:

- *Mintha Holding Limited, the controlling entity of PJSC MMK, also indirectly controls MMK Steel Trade AG, Switzerland.*  
(According to the information available, Victor Rashnikov, the Chairman of MMK’s Board of Directors, is the beneficiary of Mintha Holding Limited, and Olga Rashnikova, a member of MMK’s Board of Directors, is a daughter of Victor Rashnikov.)

### 9 Interested party transaction to sign Contract No. E243569 between PJSC MMK (the “Seller”) and MMK Steel Trade AG, Switzerland (the “Buyer”).

#### Material terms:

- Subject matter of the contract: supply of metal products
- Metal products and their quantity are determined in specifications signed by the parties; the quantity is estimated at approximately 1,300,000 tonnes
- Payment procedure: within 60 calendar days from the date of supply
- The contract is valid until 30 June 2023

The transaction has no beneficiaries.

Transaction price: EUR 480,000,000.

#### Persons recognised as interested parties to PJSC MMK’s transaction:

- *Members of MMK’s Board of Directors:* Victor Rashnikov (holds no shares in the above companies), Olga Rashnikova (holds no shares in the above companies).

#### Grounds for recognising the person (persons) as an interested party (interested parties) to the transaction:

- *Mintha Holding Limited, the controlling entity of PJSC MMK, also indirectly controls MMK Steel Trade AG, Switzerland.*  
(According to the information available, Victor Rashnikov, the Chairman of MMK’s Board of Directors, is the beneficiary of Mintha Holding Limited, and Olga Rashnikova, a member of MMK’s Board of Directors, is a daughter of Victor Rashnikov.)

### 10 Interested party transaction to sign Surety Agreement No. 91267 (internal registration number at PJSC MMK: 243539) between PJSC MMK and Sberbank.

#### Material terms:

- Parties to the Surety Agreement: PJSC MMK (the “Surety”) and Sberbank (the “Bank” and/or the “Lender”)
- Subject matter of the Surety Agreement: the Surety shall jointly secure all of the obligations of OJSC MMK-METIZ (the “Borrower”) under Agreement No. 91380 (internal registration number at OJSC MMK-METIZ: MK211495) with the Bank to open a non-revolving credit facility to the Borrower (the “Agreement”) on the following terms:
  - Subject matter of the Agreement: the Bank shall open a non-revolving credit facility to the Borrower according to Resolution No. 582 of the Government of the Russian Federation On the Rules for Subsidising Russian Credit Institutions from the Federal Budget to Compensate for Lost Income on Loans Granted in 2020 to Systemically Important Organisations to Finance Their Working Capital dated 24 April 2020 (the “Rules”, “Programme” (lending rules developed in line with the Rules))
  - Loan limit: RUB 1,857,000,000 (one billion eight hundred fifty-seven million)
  - The loan is valid from 13 July 2020 to 15 December 2020
  - Loan repayment date: 12 July 2021
  - Interest rate:
    - during the Subsidised Loan Period, 1.75% per annum
    - from the Date of Expiry of the Subsidised Loan Period, fixed rate of 6.25% per annum

The Subsidised Loan Period starts on the date of the Agreement and ends on the Loan Repayment Date or on the Date of Expiry of the Subsidised Loan Period in cases stipulated by the Rules or the Agreement:

- Receipt by the Lender of a regulatory requirement from the Russian Ministry of Economic Development and/or a decree and/or order from an authorised state financial control body causing the termination of the Programme for the Borrower and the Borrower’s removal from the register of borrowers
- Receipt by the Lender, as stipulated by the Rules, of a notice of refusal to grant a subsidy to the Lender and/or rejection of the Lender’s application for a subsidy (a decision not to grant a subsidy to the Lender)
- The Borrower’s using the loan for purposes other than those intended by the Agreement, including but not limited to non-compliance of such purposes with the Programme and/or the Rules, and/or using the loan as a deposit or another financial instrument and/or to refinance the Borrower’s other loans
- The Borrower’s failure to fulfil the obligation not to sign, during the Subsidised Loan Period, loan contracts (agreements) with other banks to issue loans to the Borrower in accordance with the Rules
- The Borrower’s failure to fulfil the obligation to maintain the actual headcount in each reporting month during the Subsidised Loan Period at no less than 90 (ninety) percent of the actual headcount as at 1 May 2020
- The Borrower’s failure to fulfil the obligation not to resolve, during the Subsidised Loan Period, to pay (declare) dividends to the Borrower’s shareholders for the relevant period, and not to pay dividends to shareholders, except for cases stipulated by individual resolutions of the Government of the Russian Federation
- The Borrower’s failure to fulfil other obligations under the Agreement
- Changes in the Borrower’s shareholder structure as a result of which the total share of foreign legal entities registered in a state or territory on the list of states and territories offering preferential tax treatment and/or not requiring the disclosure and provision of information on financial transactions (offshore zones), as approved by the Russian Ministry of Finance, in the Borrower’s authorised (share) capital exceeds 50 (fifty) percent
- Adoption of a resolution to liquidate or reorganise the Borrower, or suspend the Borrower’s operations in accordance with the laws of the Russian Federation; filing of an application to a court for declaring the Borrower insolvent (bankrupt) in accordance with the applicable laws
- Insufficient budgetary allocations and limits of budgetary obligations to finance subsidies from the federal budget in accordance with the Rules
- Loss of the Borrower’s status of a subsidiary of a systemically important organisation included in the list of systemically important organisations and meeting the criteria or additional requirements approved by the Government Commission for Increasing the Sustainability of Russia’s Economic Development if the Borrower is not included in the list (lists) of systemically important organisations

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### 10 Interested party transaction to sign Surety Agreement No. 91267 (internal registration number at PJSC MMK: 243539) between PJSC MMK and Sberbank continued.

- Penalty for late payment under the Agreement: the fixed interest rate multiplied by 1.5
- Penalty for signing loan agreements under the Programme with other banks: in the amount calculated as the average daily balance of the loan debt for the relevant period multiplied by the key rate of the Bank of Russia as at the date of signing the Agreement for the period from the date of the first loan disbursement (not including this date) to the Date of Expiry of the Subsidised Loan Period
- Penalty for using the loan for unintended purposes and non-compliance with the requirements to maintain the headcount and not to announce and pay dividends: in the amount calculated as the average daily balance of the loan debt for the period from the first day of the calendar month (inclusive) in which the Lender discovered the violation or the first day of the preceding calendar month in case the Lender has not submitted the application for a subsidy to an authorised body within the established timeframe in line with the Rules, to the Expiry Date of the Subsidised Loan Period indicated in the Lender's notice (not including this date) multiplied by the key rate of the Bank of Russia as at the date of signing the Agreement
- The Surety's liability limit: the Surety shall be liable to the Bank jointly with the Borrower for fulfilling the obligations under the Agreement to the extent and on the terms set forth in the Agreement, including:
  - obligations to repay the principal debt (loan)
  - obligations to pay interest on the loan and make other payments under the Agreement
  - obligations to pay penalties
  - reimbursement of the Bank's legal and other expenses related to the exercise of rights under the Agreement and the Surety Agreement
  - repayment of the loan under the Agreement and payment of interest on borrowed funds accrued in line with article 395 of the Civil Code of the Russian Federation if the Agreement is invalid or the Agreement is deemed not entered into
  - upon termination of the Agreement, the Surety shall continue fulfilling the obligations under the Agreement that remain valid upon termination of the Agreement or result from such termination
  - non-monetary obligations under the Agreement
  - obligations of the Borrower to reimburse the Lender in full for incurred property losses in the amount of the subsidy returned by the Lender, as well as penalties and other payments made by the Lender in connection with the return of the subsidy
- Penalty for late payment under the Surety Agreement: the fixed interest rate under the Agreement multiplied by 1.5
- The Surety Agreement is valid until 12 July 2027

Beneficiary under the Surety Agreement: OJSC MMK-METIZ.

Transaction price: RUB 1,857,000,000 (one billion eight hundred fifty-seven million), plus the interest accrued under the Agreement, plus the Lender's property losses in the amount of the subsidy returned by the Lender, plus penalties paid by the Lender in connection with the return of the subsidy and other payments under the Agreement, plus penalties for late payment by the Surety under the Surety Agreement.

### 11 Interested party transaction to sign Surety Agreement No. 91268 (internal registration number at PJSC MMK: 243616) between PJSC MMK and Sberbank, dated 13 July 2020.

#### Material terms:

- Parties to the Surety Agreement: PJSC MMK (the "Surety") and Sberbank (the "Bank" and/or the "Lender")
- Subject matter of the Surety Agreement: the Surety shall jointly secure all of the obligations of OJSC MMK Vtormet (the "Borrower") under Agreement No. 91381 (internal registration number at OJSC MMK Vtormet: PF203317) with the Bank to open a non-revolving credit facility to the Borrower (the "Agreement") on the following terms:
  - Subject matter of the Agreement: the Bank shall open a non-revolving credit facility to the Borrower according to Resolution No. 582 of the Government of the Russian Federation On the Rules for Subsidising Russian Credit Institutions from the Federal Budget to Compensate for Lost Income on Loans Granted in 2020 to Systemically Important Organisations to Finance Their Working Capital dated 24 April 2020 (the "Rules", "Programme" (lending rules developed in line with the Rules))
  - Loan limit: RUB 1,138,900,000 (one billion one hundred thirty-eight million nine hundred thousand)
  - The loan is valid from 13 July 2020 to 15 December 2020
  - Loan repayment date: 12 July 2021
  - Interest rate:
    - during the Subsidised Loan Period, 1.75% per annum
    - from the Date of Expiry of the Subsidised Loan Period, fixed rate of 6.25% per annum

The Subsidised Loan Period starts on the date of the Agreement and ends on the Loan Repayment Date or on the Date of Expiry of the Subsidised Loan Period in cases stipulated by the Rules or the Agreement:

- a. Receipt by the Lender of a regulatory requirement from the Russian Ministry of Economic Development and/or a decree and/or order from an authorised state financial control body causing the termination of the Programme for the Borrower and the Borrower's removal from the register of borrowers
- b. Receipt by the Lender, as stipulated by the Rules, of a notice of refusal to grant a subsidy to the Lender and/or rejection of the Lender's application for a subsidy (a decision not to grant a subsidy to the Lender)
- c. The Borrower's using the loan for purposes other than those intended by the Agreement, including but not limited to non-compliance of such purposes with the Programme and/or the Rules, and/or using the loan as a deposit or another financial instrument and/or to refinance the Borrower's other loans
- d. The Borrower's failure to fulfil the obligation not to sign, during the Subsidised Loan Period, loan contracts (agreements) with other banks to issue loans to the Borrower in accordance with the Rules
- e. The Borrower's failure to fulfil the obligation to maintain the actual headcount in each reporting month during the Subsidised Loan Period at no less than 90 (ninety) percent of the actual headcount as at 1 May 2020
- f. The Borrower's failure to fulfil the obligation not to resolve, during the Subsidised Loan Period, to distribute the net profit or part of the net profit to the Borrower's participants for the relevant period, and not to pay the net profit or part of the net profit to the participants, except for cases stipulated by individual resolutions of the Government of the Russian Federation
- g. The Borrower's failure to fulfil other obligations under the Agreement
- h. Changes in the Borrower's participant structure as a result of which the total share of foreign legal entities registered in a state or territory on the list of states and territories offering preferential tax treatment and/or not requiring the disclosure and provision of information on financial transactions (offshore zones), as approved by the Russian Ministry of Finance, in the Borrower's authorised (share) capital exceeds 50 (fifty) percent
- i. Adoption of a resolution to liquidate or reorganise the Borrower, or suspend the Borrower's operations in accordance with the laws of the Russian Federation; filing of an application to a court for declaring the Borrower insolvent (bankrupt) in accordance with the applicable laws
- j. Insufficient budgetary allocations and limits of budgetary obligations to finance subsidies from the federal budget in accordance with the Rules
- k. Loss of the Borrower's status of a subsidiary of a systemically important organisation included in the list of systemically important organisations and meeting the criteria or additional requirements approved by the Government Commission for Increasing the Sustainability of Russia's Economic Development if the Borrower is not included in the list (lists) of systemically important organisations
- Penalty for late payment under the Agreement: the fixed interest rate multiplied by 1.5
- Penalty for signing loan agreements under the Programme with other banks: in the amount calculated as the average daily balance of the loan debt for the relevant period multiplied by the key rate of the Bank of Russia as at the date of signing the Agreement for the period from the date of the first loan disbursement (not including this date) to the Date of Expiry of the Subsidised Loan Period
- Penalty for using the loan for unintended purposes and non-compliance with the requirements to maintain the headcount and not to distribute and pay the net profit or a part of the net profit to the participants: in the amount calculated as the average daily balance of the loan debt for the period from the first day of the calendar month (inclusive) in which the Lender discovered the violation or the first day of the preceding calendar month in case the Lender has not submitted the application for a subsidy to an authorised body within the established timeframe in line with the Rules, to the Expiry Date of the Subsidised Loan Period indicated in the Lender's notice (not including this date) multiplied by the key rate of the Bank of Russia as at the date of signing the Agreement
- The Surety's liability limit: the Surety shall be liable to the Bank jointly with the Borrower for fulfilling the obligations under the Agreement to the extent and on the terms set forth in the Agreement, including:
  - obligations to repay the principal debt (loan)
  - obligations to pay interest on the loan and make other payments under the Agreement
  - obligations to pay penalties
  - reimbursement of the Bank's legal and other expenses related to the exercise of rights under the Agreement and the Surety Agreement
  - repayment of the loan under the Agreement and payment of interest on borrowed funds accrued in line with article 395 of the Civil Code of the Russian Federation if the Principal Agreement is invalid or the Agreement is deemed not entered into
  - upon termination of the Agreement, the Surety shall continue fulfilling the obligations under the Agreement that remain valid upon termination of the Agreement or result from such termination
  - non-monetary obligations under the Agreement
  - obligations of the Borrower to reimburse the Lender in full for incurred property losses in the amount of the subsidy returned by the Lender, as well as penalties and other payments made by the Lender in connection with the return of the subsidy
- Penalty for late payment under the Surety Agreement: the fixed interest rate under the Agreement multiplied by 1.5
- The Surety Agreement is valid until 12 July 2027

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### 11 Interested party transaction to sign Surety Agreement No. 91268 (internal registration number at PJSC MMK: 243616) between PJSC MMK and Sberbank, dated 13 July 2020 continued.

Beneficiary under the Surety Agreement: LLC MMK Vformet.

Transaction price: RUB 1,138,900,000 (one billion one hundred thirty-eight million nine hundred thousand), plus the accrued interest according to the Agreement, plus the Lender's property losses in the amount of the subsidy returned by the Lender, plus penalties paid by the Lender in connection with the return of the subsidy and other payments under the Agreement, plus penalties for late payment by the Surety under the Surety Agreement.

#### Persons recognised as interested parties to PJSC MMK's transaction:

- Members of MMK's Board of Directors: Victor Rashnikov (holds no shares in the above companies), Olga Rashnikova (holds no shares in the above companies)

#### Grounds for recognising the person (persons) as an interested party (interested parties) to the transaction:

- Mintha Holding Limited, the controlling entity of PJSC MMK, also indirectly controls LLC MMK Vformet (the Borrower)

(According to the information available, Victor Rashnikov, the Chairman of MMK's Board of Directors, is the beneficiary of Mintha Holding Limited, and Olga Rashnikova, a member of MMK's Board of Directors, is a daughter of Victor Rashnikov.)

**MMK's governing bodies that resolved to agree to, or subsequently approve, the above transactions:** MMK's Board of Directors (Minutes No. 3 of absentee voting by MMK's Board of Directors dated 28 July 2020).

### 12 Interested party transaction to sign an addendum to Contract No. V236872 between PJSC MMK and LLP Torgovy dom MMK-Kazakhstan.

#### Material terms:

- The contract is valid until 31 December 2025
- Payment procedure: the buyer shall make payments to the Seller's settlement account in US dollars or in Russian roubles or in euros based on the euro/dollar or rouble/dollar exchange rates set by the Bank of Russia at the date of disbursement, with payment deferral of 90 calendar days from the shipping date, for metal products to be supplied, regardless of any claims under the contract

Other terms remain unchanged.

The transaction has no beneficiaries.

#### Persons recognised as interested parties to PJSC MMK's transaction:

- Members of MMK's Board of Directors: Victor Rashnikov (holds no shares in the above companies), Olga Rashnikova (holds no shares in the above companies)

#### Grounds for recognising the person (persons) as an interested party (interested parties) to the transaction:

- Mintha Holding Limited, the controlling entity of PJSC MMK, also indirectly controls LLP Torgovy dom MMK-Kazakhstan, a party to the transaction

(According to the information available, Victor Rashnikov, the Chairman of MMK's Board of Directors, is the beneficiary of Mintha Holding Limited, and Olga Rashnikova, a member of MMK's Board of Directors, is a daughter of Victor Rashnikov.)

### 13 Interested party transaction to sign an addendum to Contract No. V236873 between PJSC MMK and LLP Torgovy dom MMK-Kazakhstan.

#### Material terms:

- The contract is valid until 31 December 2025

Other terms remain unchanged.

The transaction has no beneficiaries.

#### Persons recognised as interested parties to PJSC MMK's transaction:

- Members of MMK's Board of Directors: Victor Rashnikov (holds no shares in the above companies), Olga Rashnikova (holds no shares in the above companies)

#### Grounds for recognising the person (persons) as an interested party (interested parties) to the transaction:

- Mintha Holding Limited, the controlling entity of PJSC MMK, also indirectly controls LLP Torgovy dom MMK-Kazakhstan, a party to the transaction

(According to the information available, Victor Rashnikov, the Chairman of MMK's Board of Directors, is the beneficiary of Mintha Holding Limited, and Olga Rashnikova, a member of MMK's Board of Directors, is a daughter of Victor Rashnikov.)

### 14 Interested party transaction for an independent guarantee to be issued by PJSC MMK to guarantee the obligations of MMK METALURJI SANAYI, TICARET VE LIMAN İŞLETMECİLİĞİ ANONİM ŞİRKETİ to DenizBank A.Ş.

#### Material terms:

- Subject matter of the Guarantee: the GUARANTOR shall irrevocably and unconditionally pay to the BENEFICIARY any amount or amounts within the Guarantor's liability within five days upon receipt by the GUARANTOR of the first written notice from the BENEFICIARY of default on the obligations of MMK METALURJI SANAYI, TICARET VE LIMAN İŞLETMECİLİĞİ ANONİM ŞİRKETİ located at Özerli Mah. Alparslan Türkeş Bulvarı No:342/91 Dörtyol/Hatay/Turkey (the "PRINCIPAL") under the Agreements signed on the following terms:

1. Master Credit Agreement No. Ki2 00000351 dated 31 October 2016

- Subject matter: the BENEFICIARY shall open a revolving credit facility to the PRINCIPAL for trade finance purposes

- Loan limit: \$50,000,000 (fifty million)

- The loan is valid for an unlimited time

2. Master Credit Agreement No. Ki2 00000436 dated 1 November 2016

- Subject matter: the BENEFICIARY shall open a revolving credit facility to the PRINCIPAL for trade finance purposes

- Loan limit: EUR 45,000,000 (forty-five million)

- The loan is valid for an unlimited time

- The GUARANTOR'S liability limit: the amount of all of the PRINCIPAL'S obligations to the BENEFICIARY under the Agreements, including any amount or amounts not exceeding \$100,000,000.00 (one hundred million) including the principal amount and/or interest on loans and other payments under the Agreements, or the equivalent of the said amount in any other currency, calculated at the official exchange rate of the Bank of Russia as at the date of drawing up the notice by the BENEFICIARY

- The Guarantee is valid from its issue date until 1 December 2023 (inclusive)

The Guarantee is regulated by the laws of the Russian Federation.

Beneficiary under the Guarantee: MMK METALURJI SANAYI, TICARET VE LIMAN İŞLETMECİLİĞİ ANONİM ŞİRKETİ (the PRINCIPAL).

Transaction price: in the amount of the PRINCIPAL'S obligations secured by the Guarantee.

#### Persons recognised as interested parties to PJSC MMK's transaction:

- Members of MMK's Board of Directors: Victor Rashnikov (holds no shares in the above companies), Olga Rashnikova (holds no shares in the above companies)

#### Grounds for recognising the person (persons) as an interested party (interested parties) to the transaction:

- Mintha Holding Limited, the controlling entity of PJSC MMK, also indirectly controls MMK METALURJI SANAYI, TICARET VE LIMAN İŞLETMECİLİĞİ ANONİM ŞİRKETİ (the PRINCIPAL), the beneficiary to the transaction

(According to the information available, Victor Rashnikov, the Chairman of MMK's Board of Directors, is the beneficiary of Mintha Holding Limited, and Olga Rashnikova, a member of MMK's Board of Directors, is a daughter of Victor Rashnikov.)

**MMK's governing bodies that resolved to agree to, or subsequently approve, the above transactions:** MMK's Board of Directors resolved to subsequently approve the transaction (Minutes No. 10 of absentee voting by MMK's Board of Directors dated 30 November 2020).

**MMK's governing bodies that resolved to agree to, or subsequently approve, the above transactions (paragraphs 1–3, 5–9 and 12–13 of the Report):** MMK's Board of Directors or the General Shareholders Meeting did not resolve to agree to, or subsequently approve, the above transactions (as per paragraph 1.1 of article 81 of Federal Law On Joint Stock Companies, Notices were sent to relevant persons, but no demands were received as per paragraph 1 of article 83 of Federal Law On Joint Stock Companies).



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