

**NOT FOR DISTRIBUTION IN OR INTO OR TO ANY PERSON LOCATED OR RESIDENT IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DISTRIBUTE THIS DOCUMENT.**

**THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF HOLDERS. IF HOLDERS ARE IN ANY DOUBT AS TO THE ACTION THEY SHOULD TAKE, THEY SHOULD IMMEDIATELY CONSULT THEIR OWN INDEPENDENT PROFESSIONAL ADVISERS.**

**THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE REGISTERED AND BENEFICIAL OWNERS OF THE NOTES. IF APPLICABLE, ALL DEPOSITORIES, CUSTODIANS AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUIRED TO EXPEDITE TRANSMISSION HEREOF TO BENEFICIAL OWNERS OF THE NOTES IN A TIMELY MANNER. IF HOLDERS OR BENEFICIAL OWNERS OF THE NOTES ARE IN ANY DOUBT AS TO THE MATTERS REFERRED TO IN THIS NOTICE, THEY SHOULD CONSULT THEIR STOCKBROKER, LAWYER, ACCOUNTANT OR OTHER PROFESSIONAL ADVISER WITHOUT DELAY.**

If you have recently sold or otherwise transferred your entire holding(s) of Notes referred to below, you should immediately forward this notice to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

**PJSC "KOKS" (THE "COMPANY")**

27 September 2022

**IMPORTANT NOTICE TO NOTEHOLDERS**

**U.S.\$350,000,000 5.90 per cent. Loan Participation Notes due 2025 issued by, but with limited recourse to, IMH Capital D.A.C. (the "Issuer") for the purposes of extending a loan to the Company (the "Loan") unconditionally and irrevocably guaranteed by JSC Kombinat KMAruda, LLC Tikhova Mine, LLC "Uchastok "Koksovyi" and JSC Tulachermet (the "Guarantors")**

**of which U.S.\$350,000,000 is currently outstanding**

**Regulation S ISIN: XS2232013263, Common Code: 223201326**

**Rule 144A ISIN: US44970CAA53, CUSIP: 44970C AA5, Rule 144A Common Code: 223126570  
(the "Notes")**

Reference is made to the Extraordinary Resolution No. 2 (*Amendments Extraordinary Resolution*) with respect to the Notes dated 26 September 2022 (the "**Extraordinary Resolution**"), which, *inter alia*, authorised the making of payments of principal, interest or other amounts under the Notes by the Issuer and/or the Company in accordance with the Alternative Payment Mechanics.

As the development of the infrastructure necessary for the implementation of the Alternative Payment Option is yet to be completed, the Company intends to make the payment of interest due on 23 September 2022 (the "**September 2022 Coupon**") in the following manner:

- (a) payments to the Noteholders holding Notes through Russian National Settlement Depository ("NSD") or other Russian custodians being the Direct Participants (the "**Other Russian Custodians**") as of 22 September 2022 (the "**Payment Record Date**") would be made in Roubles at the U.S.\$/Rouble exchange rate established by the Central Bank of the Russian Federation as of the payment date directly or through a financial intermediary as may be engaged by the Company in its sole discretion;
- (b) payments to the Noteholders not referred to in (a) above would be made in Roubles directly (or through an intermediary or another paying agent as may be engaged by the Company in its sole discretion) **provided that** the relevant Noteholder delivers to the Company (by email to [popova\\_ea@metholding.com](mailto:popova_ea@metholding.com)) an application for the direct payment, substantially in the form set out in Annexes 1-6 hereto (the "**Direct Payment Application Form**") attaching the Proof of Holding (as defined in the Consent Solicitation Memorandum dated 2 September 2022 (the "**Memorandum**")) as of the Payment Record Date as well certain other documents which are necessary for the Company to

comply with the applicable "know your client" (KYC) and anti-money laundering (AML) legislation and regulations within 15 business days of the date of this notice; and

- (c) payments to the Noteholders not referred to in (a) above who have not provided the Company with the Direct Payment Application in accordance with the requirements set out in (b) above, will be made by the Issuer or the Company through the Principal Paying Agent as envisaged by the original Trust Deed and Agency Agreement,

**provided further** that the making of payments to the Noteholders not referred to in (a) above remains subject to the receipt of the authorisation from the relevant Russian authority (the "**Relevant Russian Authority**"). The Company undertakes to apply for the Relevant Russian Authority's authorisation and intends to make the relevant payments to the Noteholders referred to in (b) above within 3 business days of the receipt thereof; however, as noted in the Memorandum, there is no guarantee that such an authorisation would be granted, in the timely manner or at all.

Please note that the personal data contained in the Direct Payment Application may be accessed by the Issuer, the Company and any banks and other persons involved in effecting the payments. By signing the Direct Payment Application, you confirm that by providing any personal data in the Direct Payment Application you (i) have a lawful basis for doing so; (ii) have provided the necessary information to the relevant data subjects regarding the use of their personal data; (iii) where necessary, secured the relevant data subjects' consent to such processing of their data and (iv) have complied with all other mandatory requirements under applicable data privacy laws (including EU General Data Protection Regulation (GDPR), if applicable).

Terms used, but not defined herein shall have the meanings given to them in the Memorandum.

**Annexes:**

1. Direct Payment Application Form for Legal Entities Incorporated Outside the CIS and Ukraine;
2. Direct Payment Application Form for Brokers and Other Intermediaries Incorporated Outside the CIS and Ukraine;
3. Direct Payment Application Form for Individuals Having Residence Outside the CIS and Ukraine;
4. Direct Payment Application Form for Legal Entities Incorporated in the CIS or Ukraine;
5. Direct Payment Application Form for Brokers and Other Intermediaries Incorporated in the CIS or Ukraine; and
6. Direct Payment Application Form for Individuals Having Residence in the CIS or Ukraine.

ANNEX 1  
DIRECT PAYMENT APPLICATION FORM FOR LEGAL ENTITIES INCORPORATED OUTSIDE  
THE CIS AND UKRAINE

From: [•]

To: PJSC "KOKS" (the "Company")

[•] 2022

Dear Sir/Madam,

**U.S.\$350,000,000 5.90 per cent. Loan Participation Notes due 2025 issued by, but with limited recourse to, IMH Capital D.A.C. (the "Issuer") for the purposes of extending a loan to the Company (the "Loan") unconditionally and irrevocably guaranteed by JSC Kombinat KMaruda, LLC Tikhova Mine, LLC "Uchastok "Koksovyi" and JSC Tulachermet (the "Guarantors")**

**of which U.S.\$350,000,000 is currently outstanding**

**Regulation S ISIN: XS2232013263, Common Code: 223201326  
Rule 144A ISIN: US44970CAA53, CUSIP: 44970C AA5, Rule 144A Common Code: 223126570  
(the "Notes")**

This document constitutes a Direct Payment Application. Terms used, but not defined herein, shall have the meanings given to them in the Consent Solicitation Memorandum dated 2 September 2022 (the "**Memorandum**") or your notice dated 27 September 2022 (the "**Notice**").

We refer to the Notes, the Memorandum, the Extraordinary Resolution No. 2 (Amendments Extraordinary Resolution) dated 26 September 2022 (the "**Extraordinary Resolution**") and the Notice. As of the Payment Record Date, we [•] (a [•] incorporated under the laws of [•] with the registered address at [•] and the [main state] registration number [•]) were the holder of U.S.\$[•] in principal amount of the Notes outstanding holding such Notes through foreign nominee holders, which is evidenced by the Proof of Holding attached as Schedule 1 hereto.

**IN ACCORDANCE WITH PARAGRAPH 1 OF THE EXTRAORDINARY RESOLUTION, WE HEREBY:**

1. agree that any amounts of the September 2022 Coupon payable to ourselves, shall, subject to the terms and conditions of the Extraordinary Resolution, be payable to the following RUB account in our name:

Beneficiary: [•]

Beneficiary registration number/VAT (if applicable): [•]

Beneficiary address: [•]

Account number: [•]

Beneficiary bank: [•]

BIK: [•]

Correspondent account: [•]

Ref: U.S.\$350,000,000 Notes due 2025 (ISINs: XS2232013263; US44970CAA53).

2. waive, with effect from the date the relevant payment by the Company in accordance with the Direct Payment Option is deemed discharged (the "**Discharge Date**"), any and all rights to claim, or give instructions to claim, the respective amounts from the Issuer and/or the Company, and/or any of the

Guarantors, whether on the basis of the Conditions, by virtue of the provisions of the Trust Deed or otherwise;

3. confirm that we will provide the documents requested by the Company in order to comply with the applicable "know your client" (KYC) and anti-money laundering (AML) legislation and regulations within three business days from the relevant request from the Company;
4. acknowledge and agree that the relevant amount due to ourselves shall not bear interest where the payment is made in accordance with the Direct Payment Option and that the Issuer, the Company and the Guarantors shall not be responsible for any costs or losses that may be incurred or suffered by ourselves as a result of such payment;
5. undertake to instruct the Direct Participant (if requested by the Company) to renounce the amount of the September 2022 Coupon paid to us pursuant to the Direct Payment Option within 5 calendar days from the Discharge Date;
6. acknowledge and agree that the Company may disclose the fact that payment has been made in accordance with the Direct Payment Option to ourselves and any documents and information related thereto (including this application) to the Trustee, the agents and the Clearing Systems and that no such disclosure shall constitute a breach of confidentiality or improper use of any personal data contained herein;
7. confirm that we are not a Sanctions Restricted Person; and
8. confirm that we have the necessary corporate power and authority to execute and deliver this application and have taken all necessary action to authorise this application and the execution and delivery hereof (including, the procurement of the necessary approvals and consents).

This application and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

Executed by:

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Name of legal entity:	
Form of legal entity:	
Registration number:	
Registration address:	
Amount of holding:	
Custodian for the Notes:	
Custodian Account No.:	
Contact person in Custodian	
Other intermediaries and nominee holders for the Notes ( <i>list all sub-custodians and nominees</i> ):	

**Schedule 1**  
**Proof of Holding**

ANNEX 2

DIRECT PAYMENT APPLICATION FORM FOR BROKERS AND OTHER INTERMEDIARIES  
INCORPORATED OUTSIDE THE CIS AND UKRAINE

From: [•]

To: PJSC "KOKS" (the "Company")

[•] 2022

Dear Sir/Madam,

**U.S.\$350,000,000 5.90 per cent. Loan Participation Notes due 2025 issued by, but with limited recourse to, IMH Capital D.A.C. (the "Issuer") for the purposes of extending a loan to the Company (the "Loan") unconditionally and irrevocably guaranteed by JSC Kombinat KMaruda, LLC Tikhova Mine, LLC "Uchastok "Koksovyi" and JSC Tulachermet (the "Guarantors")**

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**(the "Notes")**

This document constitutes a Direct Payment Application. Terms used, but not defined herein, shall have the meanings given to them in the Consent Solicitation Memorandum dated 2 September 2022 (the "**Memorandum**") or your notice dated 27 September 2022 (the "**Notice**").

We refer to the Notes, the Memorandum, the Extraordinary Resolution No. 2 (Amendments Extraordinary Resolution) dated 26 September 2022 (the "**Extraordinary Resolution**") and the Notice. We [•] (a [•] incorporated under the laws of [•] with the registered address at [•] and the [main state] registration number [•]) registered at [•]) [are] the nominee holder of U.S.\$[•] in principal amount of the Notes outstanding holding such Notes through [•], which is evidenced by the Proof of Holding attached as Schedule 1 hereto, and acting in the interest of the persons listed in Schedule 2 hereto and who as of the Payment Record Date were the Noteholders ("**Our Clients**").

**IN ACCORDANCE WITH PARAGRAPH 1 OF THE EXTRAORDINARY RESOLUTION, WE, ACTING IN THE INTERESTS, ON THE INSTRUCTIONS AND AUTHORISATION OF OUR CLIENTS, HEREBY:**

1. agree that any amounts of the September 2022 Coupon payable to Our Clients (the "**Relevant Amount**"), shall, subject to the terms and conditions of the Extraordinary Resolution, be payable to the following RUB account in our name:

Beneficiary: [•]

Beneficiary registration number/VAT (if applicable): [•]

Beneficiary address: [•]

Account number: [•]

Beneficiary bank: [•]

BIK: [•]

Correspondent account: [•]

Ref: U.S.\$350,000,000 Notes due 2025 (ISINs: XS2232013263; US44970CAA53)

2. waive, with effect from the date the relevant payment by the Company in accordance with the Direct Payment Option is deemed discharged (the "**Discharge Date**"), any and all rights to claim, or give

instructions to claim, the respective amounts from the Issuer and/or the Company, and/or any of the Guarantors, whether on the basis of the Conditions, by virtue of the provisions of the Trust Deed or otherwise;

3. confirm that we will provide the documents requested by the Company in order to comply with the applicable "know your client" (KYC) and anti-money laundering (AML) legislation and regulations within three business days from the relevant request from the Company;
4. acknowledge and agree that the Relevant Amount shall not bear interest where the payment is made in accordance with the Direct Payment Option and that the Issuer, the Company and the Guarantors shall not be responsible for any costs or losses that may be incurred or suffered by Our Clients as a result of such payment;
5. undertake to instruct the Direct Participant (if requested by the Company) to renounce the amount of the September 2022 Coupon paid to Our Clients pursuant to the Direct Payment Option within 5 calendar days from the Discharge Date;
6. acknowledge and agree that the Company may disclose the fact that payment has been made in accordance with the Direct Payment Option to Our Clients and any documents and information related thereto (including this application) to the Trustee, the agents and the Clearing Systems and that no such disclosure shall constitute a breach of confidentiality or improper use of any personal data contained herein;
7. confirm that we and Our Clients are not Sanctions Restricted Persons; and
8. confirm that we and Our Clients have the necessary corporate power and authority and individual capacity (as applicable) to execute and deliver this application and have taken all necessary action to authorise this application and the execution and delivery hereof (including, the procurement of the necessary approvals and consents).

This application and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.



Executed by:

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Name of legal entity:	
Form of legal entity:	
Registration number:	
Registration address:	
Amount of holding:	
Custodian for the Notes:	
Custodian Account No.:	
Other intermediaries and nominee holders for the Notes ( <i>list all sub-custodians and nominees</i> ):	

**Schedule 1**  
**Proof of Holding**

**Schedule 2**  
**Our Clients**

ANNEX 3  
DIRECT PAYMENT APPLICATION FORM FOR INDIVIDUALS HAVING RESIDENCE OUTSIDE  
THE CIS AND UKRAINE

From: [•]

To: PJSC "KOKS" (the "Company")

[•] 2022

Dear Sir/Madam,

**U.S.\$350,000,000 5.90 per cent. Loan Participation Notes due 2025 issued by, but with limited recourse to, IMH Capital D.A.C. (the "Issuer") for the purposes of extending a loan to the Company (the "Loan") unconditionally and irrevocably guaranteed by JSC Kombinat KMaruda, LLC Tikhova Mine, LLC "Uchastok "Koksovyi" and JSC Tulachermet (the "Guarantors")**

**of which U.S.\$350,000,000 is currently outstanding**

**Regulation S ISIN: XS2232013263, Common Code: 223201326**  
**Rule 144A ISIN: US44970CAA53, CUSIP: 44970C AA5, Rule 144A Common Code: 223126570**  
**(the "Notes")**

This document constitutes a Direct Payment Application. Terms used, but not defined herein, shall have the meanings given to them in the Consent Solicitation Memorandum dated 2 September 2022 (the "**Memorandum**") or your notice dated 27 September 2022 (the "**Notice**").

We refer to the Notes, the Memorandum, the Extraordinary Resolution No. 2 (Amendments Extraordinary Resolution) dated 26 September 2022 (the "**Extraordinary Resolution**") and the Notice. As of the Payment Record Date, I, [•], citizen of [•] (passport / ID number [•] registered at [•]) was the holder of U.S.\$[•] in principal amount of the Notes outstanding holding such Notes through foreign nominee holders, which is evidenced by the Proof of Holding attached as Schedule 1 hereto.

**IN ACCORDANCE WITH PARAGRAPH 1 OF THE EXTRAORDINARY RESOLUTION, I HEREBY:**

1. agree that any amounts of the September 2022 Coupon payable to myself, shall, subject to the terms and conditions of the Extraordinary Resolution, be payable to the following RUB account in my name:

Beneficiary full name/date of birth: [•]

Beneficiary registration number/VAT (if applicable): [•]

Beneficiary address: [•]

Account number: [•]

Beneficiary bank: [•]

BIK: [•]

Correspondent account: [•]

Ref: U.S.\$350,000,000 Notes due 2025 (ISINs: XS2232013263; US44970CAA53)

2. waive, with effect from the date the relevant payment by the Company in accordance with the Direct Payment Option is deemed discharged (the "**Discharge Date**"), any and all rights to claim, or give instructions to claim, the respective amounts from the Issuer and/or the Company, and/or any of the Guarantors, whether on the basis of the Conditions, by virtue of the provisions of the Trust Deed or otherwise;

3. confirm that I will provide the documents requested by the Company in order to comply with the applicable "know your client" (KYC) and anti-money laundering (AML) legislation and regulations within three business days from the relevant request from the Company;
4. acknowledge and agree that the relevant amount due to myself shall not bear interest where the payment is made in accordance with the Direct Payment Option and that the Issuer, the Company and the Guarantors shall not be responsible for any costs or losses that may be incurred or suffered by myself as a result of such payment;
5. undertake to instruct the Direct Participant (if requested by the Company) to renounce the amount of the September 2022 Coupon paid to me pursuant to the Direct Payment Option within 5 calendar days from the Discharge Date;
6. acknowledge and agree that the Company may disclose the fact that payment has been made in accordance with the Direct Payment Option to myself and any documents and information related thereto (including this application) to the Trustee, the agents and the Clearing Systems and that no such disclosure shall constitute a breach of confidentiality or improper use of any personal data contained herein;
7. confirm that I am not a Sanctions Restricted Person; and
8. confirm that I have individual capacity to execute and deliver this application and have taken all necessary action to authorise this application and the execution and delivery hereof (including, the procurement of the necessary approvals and consents).

I ask you to take into account the consent to the use of my personal data in the Consent Form attached as Schedule 2 hereto.

This application and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

Executed by:

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Name:	
Citizenship:	
Passport / ID number	
Address:	
Amount of holding:	
Custodian for the Notes:	
Custodian Account No.:	
Other intermediaries and nominee holders for the Notes ( <i>list all sub-custodians and nominees</i> ):	

**Schedule 1**  
**Proof of Holding**

## Schedule 2

### Consent Form

PJSC "KOKS" (the "**Company**"), being the borrower under the Notes, is the controller of your personal data. You may contact the Company using the following details:

Phone	+79104108960, +74957255680
E-mail	<a href="mailto:popova_ea@metholding.com">popova_ea@metholding.com</a> , <a href="mailto:cherkaev_sv@metholding.com">cherkaev_sv@metholding.com</a>
Address	1st Stakhanovskaya Street, 6 Kemerovo 650021, Russian Federation

This Consent Form relates to the following personal data: full name; registered address; country of residence; bank account details; capacity in which you sign the Direct Payment Application (beneficial owner or the person to whom the interest is payable); scan of passport, ID or another similar document; proof of holding with respect to the relevant Notes; signature on the Direct Payment Application and Schedules thereto.

The Company needs to collect and process your personal data to be able to make payment of the September 2022 Coupon (as defined in your notice dated 27 September 2022) in accordance with paragraph 1 of the Extraordinary Resolution (as defined in your notice dated 27 September 2022) (the "**Coupon Payment**").

Your personal data may be provided to banks, depositaries, custodians, brokers and other financial institutions solely to the extent your personal data is required to make the Coupon Payment, and other persons involved in this process solely to the extent required (jointly – "**Recipients**") which will act as processors.

Purposes of processing of personal data by the Company and Recipients:

- (i) the Coupon Payment, including respective internal checks and creating internal databases;
- (ii) compliance with legal and regulatory obligations;
- (iii) auditing, accounting and reporting requirements; and
- (iv) crime and fraud prevention, monitoring, detection and management.

Your personal data will be processed by the Company and Recipients only upon, and on the basis of, your consent.

Except as set out above, your personal data will not be shared with any other third party without your consent or absent contractual obligations of the third party to keep your personal data confidential and use appropriate protection measures to prevent it from unauthorized disclosure. Unless otherwise provided above, your personal data will not be transferred outside of the European Economic Area.

Your personal data will be processed and stored in accordance with the EU General Data Protection Regulation (the "**GDPR**") and applicable data privacy law. Your personal data will be retained for five years, unless a shorter term is prescribed by applicable law.

You have the following rights in relation to your personal data held by the Company or the Recipients:

- to request access to the personal data relating to you;
- to correct your personal data, for example, if it is incomplete or incorrect;
- to restrict or object to the processing of personal data or request erasing personal data (in certain circumstances and subject to applicable law);
- to receive a copy of the personal data which you have provided, in a structured, commonly used and machine-readable format (known as "*data portability*") (in certain circumstances and subject to applicable law);
- to withdraw your consent granted herein; and
- to file a complaint to a data protection authority.

In case of a data breach by the Company or the Recipients, where such data breach is determined by the applicable data privacy laws, the Company will ensure, to the extent required by applicable law, that appropriate measures are taken and you as a data subject are notified.



You have the right to revoke this consent to use your personal data at any time by contacting us via the contact details provided above. Please note that in case of the revocation of your consent the Company may not be able to make the Coupon Payment in accordance the Direct Payment Option pursuant to paragraph 1 of the Extraordinary Resolution. The revocation of this consent will not affect the lawfulness of processing your personal data based on this consent before such revocation.

Please check the box, put your signature, details and date below and return it to us:

**I consent to the use of my personal data by the Company and Recipients for the purposes described in this consent form and I understand that I can withdraw my consent at any time.**

I hereby  give consent  do not give consent

\_\_\_\_\_

(Full name of individual providing consent)

\_\_\_\_\_

(Address of individual providing consent)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

ANNEX 4  
DIRECT PAYMENT APPLICATION FORM FOR LEGAL ENTITIES INCORPORATED IN THE CIS  
OR UKRAINE

From: [•]

To: PJSC "KOKS" (the "Company")

[•] 2022

Dear Sir/Madam,

**U.S.\$350,000,000 5.90 per cent. Loan Participation Notes due 2025 issued by, but with limited recourse to, IMH Capital D.A.C. (the "Issuer") for the purposes of extending a loan to the Company (the "Loan") unconditionally and irrevocably guaranteed by JSC Kombinat KMaruda, LLC Tikhova Mine, LLC "Uchastok "Koksovyi" and JSC Tulachermet (the "Guarantors")**

of which U.S.\$350,000,000 is currently outstanding

**Regulation S ISIN: XS2232013263, Common Code: 223201326**  
**Rule 144A ISIN: US44970CAA53, CUSIP: 44970C AA5, Rule 144A Common Code: 223126570**  
**(the "Notes")**

This document constitutes a Direct Payment Application. Terms used, but not defined herein, shall have the meanings given to them in the Consent Solicitation Memorandum dated 2 September 2022 (the "**Memorandum**") or your notice dated 27 September 2022 (the "**Notice**").

We refer to the Notes, the Memorandum, the Extraordinary Resolution No. 2 (Amendments Extraordinary Resolution) dated 26 September 2022 (the "**Extraordinary Resolution**") and the Notice. As of the Payment Record Date, we [•] (a [•] incorporated under the laws of [•] with the registered address at [•] and the [main state] registration number [•]) were the holder of U.S.\$[•] in principal amount of the Notes outstanding holding such Notes through foreign nominee holders, which is evidenced by the Proof of Holding attached as Schedule 1 hereto.

**IN ACCORDANCE WITH PARAGRAPH 1 OF THE EXTRAORDINARY RESOLUTION, WE HEREBY:**

1. agree that any amounts of the September 2022 Coupon payable to ourselves, shall, subject to the terms and conditions of the Extraordinary Resolution, be payable to the following RUB account in our name:

Beneficiary: [•]

Beneficiary INN/KPP (if applicable): [•]

Beneficiary address: [•]

Account number: [•]

Beneficiary bank: [•]

BIK: [•]

Correspondent account: [•]

Ref: U.S.\$350,000,000 Notes due 2025 (ISINs: XS2232013263; US44970CAA53)

2. waive, with effect from the date the relevant payment by the Company in accordance with the Direct Payment Option is deemed discharged (the "**Discharge Date**"), any and all rights to claim, or give instructions to claim, the respective amounts from the Issuer and/or the Company, and/or any of the Guarantors, whether on the basis of the Conditions, by virtue of the provisions of the Trust Deed or otherwise;

3. confirm that we will provide the documents requested by the Company in order to comply with the applicable "know your client" (KYC) and anti-money laundering (AML) legislation and regulations within three business days from the relevant request from the Company;
4. acknowledge and agree that the relevant amount due to ourselves shall not bear interest where the payment is made in accordance with the Direct Payment Option and that the Issuer, the Company and the Guarantors shall not be responsible for any costs or losses that may be incurred or suffered by ourselves as a result of such payment;
5. undertake to instruct the Direct Participant (if requested by the Company) to renounce the amount of the September 2022 Coupon paid to us pursuant to the Direct Payment Option within 5 calendar days from the Discharge Date;
6. acknowledge and agree that the Company may disclose the fact that payment has been made in accordance with the Direct Payment Option to ourselves and any documents and information related thereto (including this application) to the Trustee, the agents and the Clearing Systems and that no such disclosure shall constitute a breach of confidentiality or improper use of any personal data contained herein;
7. confirm that we are not a Sanctions Restricted Person; and
8. confirm that we have the necessary corporate power and authority to execute and deliver this application and have taken all necessary action to authorise this application and the execution and delivery hereof (including, the procurement of the necessary approvals and consents).

This application and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

Executed by:

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Name of legal entity:	
Form of legal entity:	
Registration number:	
Registration address:	
Amount of holding:	
Custodian for the Notes:	
Custodian Account No.:	
Contact person in Custodian	
Other intermediaries and nominee holders for the Notes ( <i>list all sub-custodians and nominees</i> ):	

**Schedule 1**  
**Proof of Holding**

ANNEX 5  
DIRECT PAYMENT APPLICATION FORM FOR BROKERS AND OTHER INTERMEDIARIES  
INCORPORATED IN THE CIS OR UKRAINE

**From:** [•]

**To:** PJSC "KOKS" (the "Company")

[•] 2022

Dear Sir/Madam,

**U.S.\$350,000,000 5.90 per cent. Loan Participation Notes due 2025 issued by, but with limited recourse to, IMH Capital D.A.C. (the "Issuer") for the purposes of extending a loan to the Company (the "Loan") unconditionally and irrevocably guaranteed by JSC Kombinat KMaruda, LLC Tikhova Mine, LLC "Uchastok "Koksovyi" and JSC Tulachermet (the "Guarantors")**

**of which U.S.\$350,000,000 is currently outstanding**

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We refer to the Notes, the Memorandum, the Extraordinary Resolution No. 2 (Amendments Extraordinary Resolution) dated 26 September 2022 (the "**Extraordinary Resolution**") and the Notice. We [•] (a [•] incorporated under the laws of [•] with the registered address at [•] and the [main state] registration number [•]) registered at [•]) [are] the nominee holder of U.S.\$[•] in principal amount of the Notes outstanding holding such Notes through [•], which is evidenced by the Proof of Holding attached as Schedule 1 hereto, and acting in the interest of the persons listed in Schedule 2 hereto and who as of the Payment Record Date were the Noteholders ("**Our Clients**").

**IN ACCORDANCE WITH PARAGRAPH 1 OF THE EXTRAORDINARY RESOLUTION, WE, ACTING IN THE INTERESTS, ON THE INSTRUCTIONS AND AUTHORISATION OF OUR CLIENTS, HEREBY:**

1. agree that any amounts of the September 2022 Coupon payable to Our Clients (the "**Relevant Amount**"), shall, subject to the terms and conditions of the Extraordinary Resolution, be payable to the following RUB account in our name:

Beneficiary:	[•]
Beneficiary INN/KPP (if applicable):	[•]
Beneficiary address:	[•]
Account number:	[•]
Beneficiary bank:	[•]
BIK:	[•]
Correspondent account:	[•]

Ref: U.S.\$350,000,000 Notes due 2025 (ISINs: XS2232013263; US44970CAA53)

2. waive, with effect from the date the relevant payment by the Company in accordance with the Direct Payment Option is deemed discharged (the "**Discharge Date**"), any and all rights to claim, or give instructions to claim, the respective amounts from the Issuer and/or the Company, and/or any of the Guarantors, whether on the basis of the Conditions, by virtue of the provisions of the Trust Deed or otherwise;
3. confirm that we will provide the documents requested by the Company in order to comply with the applicable "know your client" (KYC) and anti-money laundering (AML) legislation and regulations within three business days from the relevant request from the Company;
4. acknowledge and agree that the Relevant Amount shall not bear interest where the payment is made in accordance with the Direct Payment Option and that the Issuer, the Company and the Guarantors shall not be responsible for any costs or losses that may be incurred or suffered by Our Clients as a result of such payment;
5. undertake to instruct the Direct Participant (if requested by the Company) to renounce the amount of the September 2022 Coupon paid to Our Clients pursuant to the Direct Payment Option within 5 calendar days from the Discharge Date;
6. acknowledge and agree that the Company may disclose the fact that payment has been made in accordance with the Direct Payment Option to Our Clients and any documents and information related thereto (including this application) to the Trustee, the agents and the Clearing Systems and that no such disclosure shall constitute a breach of confidentiality or improper use of any personal data contained herein;
7. confirm that we and Our Clients are not Sanctions Restricted Persons; and
8. confirm that we and Our Clients have the necessary corporate power and authority and individual capacity (as applicable) to execute and deliver this application and have taken all necessary action to authorise this application and the execution and delivery hereof (including, the procurement of the necessary approvals and consents).

This application and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

Executed by:

---

Name of legal entity:	
Form of legal entity:	
Registration number:	
Registration address:	
Amount of holding:	
Custodian for the Notes:	
Custodian Account No.:	
Other intermediaries and nominee holders for the Notes ( <i>list all sub-custodians and nominees</i> ):	



**Schedule 1**  
**Proof of Holding**

**Schedule 2**

**Our Clients**

ANNEX 6  
DIRECT PAYMENT APPLICATION FORM FOR INDIVIDUALS HAVING RESIDENCE IN THE CIS  
OR UKRAINE

From: [•]

To: PJSC "KOKS" (the "Company")

[•] 2022

Dear Sir/Madam,

**U.S.\$350,000,000 5.90 per cent. Loan Participation Notes due 2025 issued by, but with limited recourse to, IMH Capital D.A.C. (the "Issuer") for the purposes of extending a loan to the Company (the "Loan") unconditionally and irrevocably guaranteed by JSC Kombinat KMaruda, LLC Tikhova Mine, LLC "Uchastok "Koksovyi" and JSC Tulachermet (the "Guarantors")**

**of which U.S.\$350,000,000 is currently outstanding**

**Regulation S ISIN: XS2232013263, Common Code: 223201326  
Rule 144A ISIN: US44970CAA53, CUSIP: 44970C AA5, Rule 144A Common Code: 223126570  
(the "Notes")**

This document constitutes a Direct Payment Application. Terms used, but not defined herein, shall have the meanings given to them in the Consent Solicitation Memorandum dated 2 September 2022 (the "**Memorandum**") or your notice dated 27 September 2022 (the "**Notice**").

We refer to the Notes, the Memorandum, the Extraordinary Resolution No. 2 (Amendments Extraordinary Resolution) dated 26 September 2022 (the "**Extraordinary Resolution**") and the Notice. As of the Payment Record Date, I, [•], citizen of [•] (passport / ID number [•] registered at [•]) was the holder of U.S.\$[•] in principal amount of the Notes outstanding holding such Notes through foreign nominee holders, which is evidenced by the Proof of Holding attached as Schedule 1 hereto.

**IN ACCORDANCE WITH PARAGRAPH 1 OF THE EXTRAORDINARY RESOLUTION, I HEREBY:**

1. agree that any amounts of the coupon due on September 2022 Coupon payable to myself, shall, subject to the terms and conditions of the Extraordinary Resolution, be payable to the following RUB account in my name:

Beneficiary full name/date of birth: [•]

Beneficiary INN (if applicable): [•]

Beneficiary address: [•]

Account number: [•]

Beneficiary bank: [•]

BIK: [•]

Correspondent account: [•]

Ref: U.S.\$350,000,000 Notes due 2025 (ISINs: XS2232013263; US44970CAA53)

2. waive, with effect from the date the relevant payment by the Company in accordance with the Direct Payment Option is deemed discharged (the "**Discharge Date**"), any and all rights to claim, or give instructions to claim, the respective amounts from the Issuer and/or the Company, and/or any of the Guarantors, whether on the basis of the Conditions, by virtue of the provisions of the Trust Deed or otherwise;

3. confirm that I will provide the documents requested by the Company in order to comply with the applicable "know your client" (KYC) and anti-money laundering (AML) legislation and regulations within three business days from the relevant request from the Company;
4. acknowledge and agree that the relevant amount due to myself shall not bear interest where the payment is made in accordance with the Direct Payment Option and that the Issuer, the Company and the Guarantors shall not be responsible for any costs or losses that may be incurred or suffered by myself as a result of such payment;
5. undertake to instruct the Direct Participant (if requested by the Company) to renounce the amount of the September 2022 Coupon paid to me pursuant to the Direct Payment Option within 5 calendar days from the Discharge Date;
6. acknowledge and agree that the Company may disclose the fact that payment has been made in accordance with the Direct Payment Option to myself and any documents and information related thereto (including this application) to the Trustee, the agents and the Clearing Systems and that no such disclosure shall constitute a breach of confidentiality or improper use of any personal data contained herein;
7. confirm that I am not a Sanctions Restricted Person; and
8. confirm that I have individual capacity to execute and deliver this application and have taken all necessary action to authorise this application and the execution and delivery hereof (including, the procurement of the necessary approvals and consents).

I ask you to take into account the consent to the use of my personal data in the Consent Form attached as Schedule 2 hereto.

This application and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

Executed by:

---

Name:	
Citizenship:	
Passport / ID number	
Address:	
Amount of holding:	
Custodian for the Notes:	
Custodian Account No.:	
Other intermediaries and nominee holders for the Notes ( <i>list all sub-custodians and nominees</i> ):	

**Schedule 1**  
**Proof of Holding**

## Schedule 2

### Consent Form

PJSC "KOKS" (the "**Company**"), being the borrower under the Notes, is the controller of your personal data. You may contact the Company using the following details:

Phone	+79104108960, +74957255680
E-mail	<a href="mailto:popova_ea@metholding.com">popova_ea@metholding.com</a> , <a href="mailto:cherkaev_sv@metholding.com">cherkaev_sv@metholding.com</a>
Address	1st Stakhanovskaya Street, 6 Kemerovo 650021, Russian Federation

This Consent Form relates to the following personal data: full name; registered address; country of residence; bank account details; capacity in which you sign the Direct Payment Application (beneficial owner or the person to whom the interest is payable); scan of passport, ID or another similar document; proof of holding with respect to the relevant Notes; signature on the Direct Payment Application and Schedules thereto.

The Company needs to collect and process your personal data to be able to make payment of the September 2022 Coupon (as defined in your notice dated 27 September 2022) in accordance with paragraph 1 of the Extraordinary Resolution (as defined in your notice dated 27 September 2022) (the "**Coupon Payment**").

Your personal data may be provided to banks, depositaries, custodians, brokers and other financial institutions solely to the extent your personal data is required to make the Coupon Payment, and other persons involved in this process solely to the extent required (jointly – "**Recipients**") which will act as processors.

Purposes of processing of personal data by the Company and Recipients:

- (i) the Coupon Payment, including respective internal checks and creating internal databases;
- (ii) compliance with legal and regulatory obligations;
- (iii) auditing, accounting and reporting requirements; and
- (iv) crime and fraud prevention, monitoring, detection and management.

Your personal data will be processed by the Company and Recipients only upon, and on the basis of, your consent.

Except as set out above, your personal data will not be shared with any other third party without your consent or absent contractual obligations of the third party to keep your personal data confidential and use appropriate protection measures to prevent it from unauthorized disclosure. Unless otherwise provided above, your personal data will not be transferred outside of the European Economic Area.

Your personal data will be processed and stored in accordance with the EU General Data Protection Regulation (the "**GDPR**") and applicable data privacy law. Your personal data will be retained for five years, unless a shorter term is prescribed by applicable law.

You have the following rights in relation to your personal data held by the Company or the Recipients:

- to request access to the personal data relating to you;
- to correct your personal data, for example, if it is incomplete or incorrect;
- to restrict or object to the processing of personal data or request erasing personal data (in certain circumstances and subject to applicable law);
- to receive a copy of the personal data which you have provided, in a structured, commonly used and machine-readable format (known as "*data portability*") (in certain circumstances and subject to applicable law);
- to withdraw your consent granted herein; and
- to file a complaint to a data protection authority.

In case of a data breach by the Company or the Recipients, where such data breach is determined by the applicable data privacy laws, the Company will ensure, to the extent required by applicable law, that appropriate measures are taken and you as a data subject are notified.

You have the right to revoke this consent to use your personal data at any time by contacting us via the contact details provided above. Please note that in case of the revocation of your consent the Company may not be able to make the Coupon Payment in accordance the Direct Payment Option pursuant to paragraph 1 of the Extraordinary Resolution. The revocation of this consent will not affect the lawfulness of processing your personal data based on this consent before such revocation.

Please check the box, put your signature, details and date below and return it to us:

**I consent to the use of my personal data by the Company and Recipients for the purposes described in this consent form and I understand that I can withdraw my consent at any time.**

I hereby  give consent  do not give consent

\_\_\_\_\_

(Full name of individual providing consent)

\_\_\_\_\_

(Address of individual providing consent)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)