STATEMENT OF MATERIAL FACT
The Meeting of the Board of Directors of the Issuer, its Agenda and Particular Resolutions Approved by the Board of Directors of the Issuer.

1. General Information	
1.1. Full Name of the Issuer	***Open Joint Stock Company Mining and Metallurgical Company Norilsk Nickel***
1.2. Abbreviated Name of the Issuer	***OJSC MMC Norilsk Nickel***
1.3. The Issuer's Location	***Dudinka, Krasnoyarsk Territory, Russian Federation***
1.4. Primary State Registration Number of the Issuer	***1028400000298***
1.5. The Issuer's Taxpayer Identification Number	***8401005730***
1.6. The Issuer's Unique Code Given by the Registering Body	***40155-F***
1.7. Internet Website Used by the Issuer to Disclose Information	***http://www.e-disclosure.ru/portal/company.aspx?id=564*** ***http://www.nornik.ru/page.jsp?pageId=30ad80aa-fb7cd0d06c--7ffe***

2. Subject Matter of the Statement of Particular Resolutions Approved by the Board of Directors of the Issuer.

1. Quorum of the meeting of the Board of Directors of the Issuer and results of voting on the agenda items:

13 members of the Board of Directors of OJSC MMC Norilsk Nickel participated in the meeting of 22.11.2013. The meeting is quorate.

Results of voting on the agenda items:

1. Approval of the form and the text of the ballot for voting at the Extraordinary General Meeting of Shareholders of OJSC MMC Norilsk Nickel to be held on December 20, 2013.

In favour - 13 Against - none Abstained - none

2. Report of the Company's Board of Directors outlining the reasoned position of the Company's Board of Directors with regards to issue included into the agenda of Extraordinary General meeting of the Company's Shareholders (December 20, 2013).

In favour - 12 Against - none Abstained - 1

3. Interested party transactions which may be effected in future as part of ordinary course of business of MMC Norilsk Nickel.

1. ***In favour - 13 Against - none Abstained - none***
2. ***In favour - 13 Against - none Abstained - none***
3. ***In favour - 13 Against - none Abstained - none***
4. ***In favour - 13 Against - none Abstained - none***
5. ***In favour - 13 Against - none Abstained - none***
6. ***In favour - 13 Against - none Abstained - none***
7. ***In favour - 13 Against - none Abstained - none***
8. ***In favour - 13 Against - none Abstained - none***
9. ***In favour - 13 Against - none Abstained - none***
10. ***In favour - 13 Against - none Abstained - none***
11. ***In favour - 13 Against - none Abstained - none***
12. ***In favour - 13 Against - none Abstained - none***
13. ***In favour - 13 Against - none Abstained - none***
14. ***In favour - 13 Against - none Abstained - none***
15. ***In favour - 13 Against - none Abstained - none***
16. ***In favour - 13 Against - none Abstained - none***
17. ***In favour - 13 Against - none Abstained - none***
18. ***In favour - 13 Against - none Abstained - none***
19. ***In favour - 13 Against - none Abstained - none***
20. ***In favour - 13 Against - none Abstained - none***
21. ***In favour - 13 Against - none Abstained - none***
22. ***In favour - 13 Against - none Abstained - none***

23. *In favour - 13 Against - none Abstained - none*
24. *In favour - 13 Against - none Abstained - none*
25. *In favour - 13 Against - none Abstained - none*
26. *In favour - 13 Against - none Abstained - none*
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73. *In favour - 13 Against - none Abstained - none*
74. *In favour - 13 Against - none Abstained - none*
75. *In favour - 13 Against - none Abstained - none*
76. *In favour - 13 Against - none Abstained - none*
77. *In favour - 13 Against - none Abstained - none*
78. *In favour - 13 Against - none Abstained - none*
79. *In favour - 13 Against - none Abstained - none*

2. Resolutions approved by the Board of Directors of the Issuer:

Re: 1
The Board Resolved:

To approve the form and the text of the ballot for voting at the Extraordinary General Meeting of Shareholders of OJSC MMC Norilsk Nickel to be held on December 20, 2013 as per Annex.

Re: 2

The Board Resolved:

To approve the report of the Company's Board of Directors outlining the reasoned position of the Company's Board of Directors with regards to issue included into the agenda of Extraordinary General meeting of the Company's Shareholders (December 20, 2013).

Re: 3

The Board Resolved:

To consider it appropriate to include the issue on approval of interested party transactions which may be effected in future as part of ordinary course of business of MMC Norilsk Nickel in the agenda of the General Meeting of the Company's shareholders of December 20, 2013:

1. ***Agreements whereby OJSC Kola MMC shall render tolling services (processing of industrial products) to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 8,081,300,000, VAT inclusive.***
2. ***Agreements whereby OJSC Kola MMC shall render security services to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 3,795,000, VAT inclusive.***
3. ***Agreements whereby Norilskpromtransport LLC shall render cargo and passengers transportation services, mechanized construction, remodeling and technologic assignments to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 2,956,571,000, VAT inclusive.***
4. ***Agreements whereby Norilskpromtransport LLC shall render services related to remodeling works at basic industrial assets, erection of foundation prisms, sites and roads to tail repository Lebiajye, restoration of dam construction and guard band of mainstream pulpducts of tale repository # 1 to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 511,516,000, VAT inclusive.***
5. ***Agreements whereby Norilskpromtransport LLC shall transfer ownership title to materials to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 148,000, VAT inclusive.***
6. ***Agreements whereby Norilsknickelremont LLC shall render mechanized services to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 253,579,000, VAT inclusive.***
7. ***Agreements whereby Norilsknickelremont LLC shall render services related to servicing of fixed assets, as well as metrological services on inspection, adjusting, repair and measurement instruments tests to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 4,011,075,000, VAT inclusive.***
8. ***Agreements whereby Norilsknickelremont LLC shall render services related to drafting project and estimate documentation to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 37,931,000, VAT inclusive.***
9. ***Agreements whereby Norilsknickelremont LLC shall render services related to weighing mine cars to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 8,506,000, VAT inclusive.***
10. ***Agreements whereby Norilsknickelremont LLC shall perform repair works at the facilities of the Polar Division of MMC Norilsk Nickel for the maximum amount of RUB 10,824,856,000, VAT inclusive.***
11. ***Agreements whereby Norilsknickelremont LLC shall transfer ownership title to materials to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 347,279,000, VAT inclusive.***
12. ***Agreements whereby Norilsknickelremont LLC shall supply energy resources to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 706 715 000 , VAT inclusive.***
13. ***Agreements whereby Norilsknickelremont LLC shall render cargo handling and goods storage***

services to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 114,000, VAT inclusive.

14. ***Agreements whereby Norilsknickelremont LLC shall render water treatment and transportation services to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 106,962,000 , VAT inclusive.***
15. ***Agreements whereby Norilsknickelremont LLC shall perform construction and installation works to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 795 897 000 , VAT inclusive.***
16. ***Agreements whereby CJSC Taimyr Fuel Company shall render mechanized services to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 140 619 000 , VAT inclusive.***
17. ***Agreements whereby CJSC Taimyr Fuel Company shall supply fuel resources to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 2 984 555 000, VAT inclusive.***
18. ***Agreements whereby CJSC Taimyr Fuel Company shall lease equipment to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 220 000, VAT inclusive.***
19. ***Agreements whereby CJSC Taimyr Fuel Company shall render information and automation systems services for the maximum amount of RUB 909 000, VAT inclusive.***
20. ***Agreements whereby CJSC Taimyr Fuel Company shall render services on tinting of Diesel fuel for Zapolyarny, Kaiyerkansky, Oktiyabrsky and Taimyrsky mines to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 1 646 000 , VAT inclusive.***
21. ***Agreements whereby CJSC Taimyr Fuel Company shall render services on laboratory analyses of waste oil products and their treatment to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 3 959 000, VAT inclusive.***
22. ***Agreements whereby Polar Construction Company shall render services related to operation of fixed assets to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 114 970 000, VAT inclusive.***
23. ***Agreements whereby Polar Construction Company shall render shaft sinking services to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 3 050 474 000, VAT inclusive.***
24. ***Agreements whereby Polar Construction Company shall perform repair works at the facilities of the Polar Division of MMC Norilsk Nickel for the maximum amount of RUB 2 274 781 000, VAT inclusive.***
25. ***Agreements whereby Polar Construction Company shall transfer ownership title to materials and equipment to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 167 858 000, VAT inclusive.***
26. ***Agreements whereby Polar Construction Company shall render health and safety services to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 315 000, VAT inclusive.***
27. ***Agreements whereby Polar Construction Company shall transfer ownership title to buildings, constructions and equipment to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 892 000 , VAT inclusive.***
28. ***Agreements whereby Polar Construction Company shall render commissioning works at the facilities of Polar division of the Company: Nadezhda metal plant, Talnakh concentrator and tale repository Lebyajye for the maximum amount of RUB 2 711 640, VAT inclusive.***
29. ***Agreements whereby Polar Construction Company shall perform construction and installation works to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 15 283 644 000 , VAT inclusive.***
30. ***Agreements whereby Gipronickel Institute LLC shall make land plots cadaster catalogues to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 7 089 000 , VAT inclusive.***
31. ***Agreements whereby Gipronickel Institute LLC shall render services related to drafting project and estimate and technical documentation to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 409 015 000 , VAT inclusive.***
32. ***Agreements whereby Gipronickel Institute LLC shall perform design works at the facility Komsomolsky mine management office of the Polar Division of MMC Norilsk Nickel for the maximum amount of RUB 9 275 000, VAT inclusive.***
33. ***Agreements whereby Gipronickel Institute LLC shall render scientific and technical services to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 68 821 000, VAT inclusive.***

34. ***Agreements whereby Gipronickel Institute LLC shall render accreditation, certification and control services to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 2 888 000 , VAT inclusive.***
35. ***Agreements whereby Gipronickel Institute LLC shall render subscription (integrated) information and library services to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 21 906 000, VAT inclusive.***
36. ***Agreements whereby Gipronickel Institute LLC shall perform design and exploration, technology, scientific research and feasibility studies to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 564 181 000 , VAT inclusive.***
37. ***Agreements whereby OJSC NTEK shall render services related to operation of fixed assets to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 123 491 000, VAT inclusive.***
38. ***Agreements whereby OJSC NTEK shall transfer ownership title to materials to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 340 000, VAT inclusive.***
39. ***Agreements whereby OJSC NTEK shall supply energy resources to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 12 295 217 000, VAT inclusive.***
40. ***Agreements whereby OJSC NTEK shall render cargo handling and goods storage services to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 163 000, VAT inclusive.***
41. ***Agreements whereby OJSC Norilskgazprom shall supply fuel resources to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 17 559 000, VAT inclusive.***
42. ***Agreements whereby OJSC Taimyrgaz shall supply fuel resources to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 1 483 691 000, VAT inclusive.***
43. ***Agreements whereby OJSC Arkhangelsk Commercial Sea Port shall render transportation services to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 92 000, VAT inclusive.***
44. ***Agreements whereby Norilskpromtransport LLC shall render services of cargo transportation, mechanized construction and remodeling works and logistic cargo handling to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 10 166 000, VAT inclusive.***
45. ***Agreements whereby Norilsknickelremont LLC shall render services related to adjusting and repair of measurement instruments, repair, adjustment and testing with the standard weight of weighing equipment, restoration and mechanical treatment of spare parts, details, units and load gripping mechanisms; post-dismantling cutting of mechanical and technological equipment; restoration of basic production assets without mechanical treatment, including tire works, to MMC Norilsk Nickel represented by the Polar Division for the maximum amount of RUB 24 558 000, VAT inclusive.***
46. ***Agreements whereby Norilsknickelremont LLC shall perform works related to repair of mechanical and power equipment, repair of electric devices (motors and transformers); repair of submerged side of the berth by divers; detailed examination of submerged part of berths and quay seabed by divers, examination of bilge and steering-propeller mechanisms of the ships of Polar Transportation Division of OJSC MMC Norilsk Nickel at the facilities of Polar Transportation Division for the maximum amount of RUB 59 522 000, VAT inclusive.***
47. ***Agreements whereby Norilsknickelremont LLC shall transfer materials and equipment to MMC Norilsk Nickel represented by the Polar Transportation Division for the maximum amount of RUB 45 880 000, VAT inclusive.***
48. ***Agreements whereby Norilsknickelremont LLC shall render equipment installation services to MMC Norilsk Nickel represented by the Polar Transportation Division for the maximum amount of RUB 1 637 000, VAT inclusive.***
49. ***Agreements whereby CJSC Taimyr Fuel Company shall supply fuel resources and render services on refueling, transportation and dispensing of fuels and lubricants at the facilities of MMC Norilsk Nickel represented by the Polar Transportation Division for the maximum amount of RUB 229 261 000, VAT inclusive.***
50. ***Agreements whereby CJSC Taimyr Fuel Company shall render information and automation systems services to MMC Norilsk Nickel represented by the Polar Transportation Division for the maximum amount of RUB 208 000, VAT inclusive.***
51. ***Agreements whereby Polar Construction Company shall transfer ownership title to materials to MMC Norilsk Nickel represented by the Polar Transportation Division for the maximum amount of RUB 4 163 000, VAT inclusive.***
52. ***Agreements whereby Polar Construction Company shall render health and safety services to MMC Norilsk Nickel represented by the Polar Transportation Division for the maximum amount of RUB 39 000, VAT inclusive.***

53. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Transportation Division shall render goods transportation and mechanized services, using road construction equipment and mechanisms to Norilsknickelremont LLC for the maximum amount of RUB 7 525 000, VAT inclusive.***

54. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Transportation Division shall transfer ownership title for the goods to Norilsknickelremont LLC for the maximum amount of RUB 899 000, VAT inclusive.***

55. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Transportation Division shall render goods transportation and mechanized services, using road construction equipment and mechanisms to CJSC Taimyr Fuel Company for the maximum amount of RUB 10 482 00 , VAT inclusive.***

56. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Transportation Division shall render goods transportation and mechanized services, using road construction equipment and mechanisms to Polar Construction Company for the maximum amount of RUB 9 231 000, VAT inclusive.***

57. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Transportation Division shall render goods transportation and mechanized services, using road construction equipment and mechanisms to OJSC NTEK for the maximum amount of RUB 8 491 000, VAT inclusive.***

58. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Transportation Division shall lease property to OJSC NTEK for the maximum amount of RUB 853 000, VAT inclusive.***

59. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall transfer ownership title to coal, stored in the warehouses of the Polar Division of OJSC MMC Norilsk Nickel and other goods to OJSC Yenisey River Shipping Company for the maximum amount of RUB 32 445 000, VAT inclusive.***

60. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall transfer ownership title to fixed assets, unfinished construction objects, goods and other products to Norilskpromtransport LLC for the maximum amount of RUB 464 438 000, VAT inclusive.***

61. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall render services on:***

    - Road transportation and mechanized services, using road construction equipment and mechanisms;

    - Technical railway transportation of goods and use of vehicles;

    to Norilskpromtransport LLC for the maximum amount of RUB 364 043 000, VAT inclusive.

62. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall lease property to Norilskpromtransport LLC for the maximum amount of RUB 32 974 000, VAT inclusive.***

63. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall transfer ownership title to fixed assets, unfinished construction objects, goods and other products to Norilsknickelremont LLC for the maximum amount of RUB 649 573 000, VAT inclusive.***

64. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall render services on :***

    - Road transportation and mechanized services, using road construction equipment and mechanisms;

    - Technical railway transportation of goods and use of vehicles;

    to Norilsknickelremont LLC for the maximum amount of RUB 213 611 000, VAT inclusive.

65. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall lease property to Norilsknickelremont LLC for the maximum amount of RUB 206 099 000, VAT inclusive.***

66. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall transfer ownership title to fixed assets, unfinished construction objects, goods and other products to CJSC Taimyr Fuel Company for the maximum amount of RUB 394 769 000, VAT inclusive.***

67. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall render services on:***
    -Road transportation and mechanized services, using road construction equipment and mechanisms;
    -Technical railway transportation of goods and use of vehicles;
    to CJSC Taimyr Fuel Company for the maximum amount of RUB 103 822 000, VAT inclusive.

68. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall lease property to CJSC Taimyr Fuel Company for the maximum amount of RUB 36 443 000, VAT inclusive.***

69. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall transfer ownership title to fixed assets, unfinished construction objects, goods and other products to Polar Construction Company for the maximum amount of RUB 3 477 903 000, VAT inclusive.***

70. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall render services***

on:

- ***Loading and unloading materials, general shaft services (hoisting of materials and people, water drainage, ventilation), required for execution of mining works, and services on providing shaft headlamps and self-rescuers to the workers at the mines;***
- ***Services associated with institutional control over fire safety and organization of firefighting service operations;***
- ***Services associated with transportation of property by technical railway transport and use of corresponding vehicles;***
- ***Road transportation and mechanized services, using road construction equipment and mechanisms;***

to Polar Construction Company for the maximum amount of RUB 1 525 540 000, VAT inclusive.

71. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall lease property to Polar Construction Company for the maximum amount of RUB 44 597 000, VAT inclusive.***
72. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall transfer ownership title to equipment, unfinished construction objects and goods to Gipronickel Institute LLC for the maximum amount of RUB 25 354 000, VAT inclusive.***
73. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall render services on fire safety supervision to Gipronickel Institute LLC for the maximum amount of RUB 5 036 000, VAT inclusive.***
74. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall lease property to Gipronickel Institute LLC for the maximum amount of RUB 19 777 000, VAT inclusive.***
75. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall transfer ownership title to equipment, unfinished construction objects, to OJSC NTEK for the maximum amount of RUB 730 470 000, VAT inclusive.***
76. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall render services on:***
    - ***Road transportation and mechanized services, using road construction equipment and mechanisms***
    - ***Services associated with transportation of property by technical railway transport and use of corresponding vehicles;***
    - ***Weightbridge services ;***
    - ***Services on fire safety supervision;***
    - ***Road maintenance services to OJSC NTEK for the maximum amount of RUB 126 411 000, VAT inclusive.***
77. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall transfer ownership title to goods to OJSC Norilskgazprom for the maximum amount of RUB 8 507 000, VAT inclusive.***
78. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall render services related to technical railway transportation of goods and use of corresponding vehicles to OJSC Norilskgazprom for the maximum amount of RUB 7 037 000, VAT inclusive.***
79. ***Agreements whereby MMC Norilsk Nickel represented by the Polar Division shall transfer ownership title to goods and other products to OJSC Taimyrgaz for the maximum amount of RUB 6 448 000, VAT inclusive.***

3. Date of the meeting of the Board of Directors of the Issuer: ***22.11.2013.***

4. Date and No. of the Minutes of the Issuer's Board of Directors meeting, where the relevant resolutions were passed: ***25.11.2013, Minutes № GMK/59-pr-sd.***

Director of Share Capital,
Compliance and Insider Information
Abuse Counteraction Department
(Power of Attorney No. GMK-115/173-NT of 11.06.2013) ***A.V. Strubnev***

November 25, 2013