

MG01

Particulars of a mortgage or charge

134505/13



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NO

You cannot use this form to register particulars of a charge company. To do this, please use form MG01s

MONDAY



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04/02/2013

#194

COMPANIES HOUSE

For official use

1

Company details

Company number

0 4 6 1 4 8 1 1

Company name in full

NORILSK NICKEL EUROPE LIMITED (the "Assignor")

24

Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d2 d8 m0 m1 y2 y0 y1 y3

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Designation Schedule dated 28 January 2013 between the Assignor, Metal Trade Overseas AG (the "Trader") and Société Générale as security trustee for the Finance Parties (the "Security Trustee" (which expression includes its successors in title, permitted assigns and permitted transferees)) in relation to a Deed of Assignment (the "Contract Assignment") dated 28 October 2011 between the Chargor, the Trader and the Security Trustee

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The "Secured Obligations" which are defined in the Contract Assignment as meaning all obligations at any time due, owing or incurred to any Finance Party by any Obligor under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity)

Continuation page

Please use a continuation page if you need to enter more details

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name SOCIÉTÉ GÉNÉRALE (as Security Trustee for the Finance Parties)

Address 29 Boulevard Haussmann,

Paris, France

Postcode 7 5 0 0 9

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars Please see attached continuation pages

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X LINKLATERS LLP X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Stelios Pittas**

Company name **Linklaters LLP**

Address **One Silk Street** *Please return via CH London Courier*

Post town

County/Region **London**

Postcode **E C 2 Y 8 H Q**

Country **United Kingdom**

DX **10 LONDON/CITY**

Telephone **02074562000**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

Short particulars of all the property mortgaged or charged

Continuation page (1)

Norilsk Nickel Europe Limited (registered number 04614811)

ASSIGNMENT

To the extent not already assigned by the Contract Assignment, the Assignor assigned, on the provisions of the Contract Assignment, to the Security Trustee absolutely and with full title guarantee the Assigned Rights in respect of the Replacement Offtake Contract with contract number S107299 dated 04 December 2012 for the sale of electronic copper cathodes entered into between Aurubis AG as buyer and the Assignor as seller (the "**New Replacement Offtake Contract**") as continuing security for the payment and discharge of the Secured Obligations

Note (1) Definitions

In this Form, except to the extent that the context requires otherwise

"Additional Structured Rate Provider" means any person that becomes a Party in accordance with Clause 9.13 (*Additional Structured Rate Providers*) of the Agreement

"Agent" means Société Générale, a financial institution organised under the laws of France with its registered address at 29 Boulevard Haussmann, 75009 Paris, France as agent of the other Finance Parties

"Agreement" means the facility agreement dated 29 October 2011 the Borrower, the Initial Co-ordinating Mandated Lead Arrangers, the Co-ordinating Mandated Lead Arrangers, the Mandated Lead Arrangers, the Agent and Security Trustee, the Original Lenders, the Co-ordinating Structured Rate Providers and the Original Structured Rate Providers

"Assigned Rights" means in relation to the Assignor all of its rights, title and interest, present and future, in, under and to the New Replacement Offtake Contract including, without limitation

- (a) all rights, title and interest of the Assignor in, under and to moneys, compensation or other payments or proceeds of whatever kind in connection with the New Replacement Offtake Contract and all rights to receive and retain the same, and
- (b) all present and future claims, causes of action and rights of the Assignor to claim damages, to make demands, to exercise any rights and remedies and to require performance by Aurubis AG in connection with the New Replacement Offtake Contract

"Borrower" means «OJSC «MMC «NORILSK NICKEL», an open joint stock company (state registration number 1028400000298) organised under the laws of the Russian Federation with its registered address at Krasnoyarskiy Kray, Dudinka, the Russian Federation

"Commodity" means nickel and/or copper products or any other products acceptable to the Agent (acting on instructions of the Majority Lenders)

Short particulars of all the property mortgaged or charged

Continuation page (2)

Norilsk Nickel Europe Limited (registered number 04614811)

"Co-ordinating Mandated Lead Arrangers" means HSBC Bank plc, UniCredit Bank AG, ZAO UniCredit Bank and the Initial Co-ordinating Mandated Lead Arrangers

"Co-ordinating Structured Rate Providers" means Citibank, N A , London Branch and Société Générale

"Designation Schedule" means a schedule executed by the Assignor and/or the Trader in the form of Schedule 3 (*Form of Designation Schedule*) of the Contract Assignment

"Facility" means the pre-export term loan facility made available under the Agreement as described in Clause 2 1 (*The Facility*) of the Agreement

"Fee Letters" means the letters dated on or before the date of the Agreement setting out any of the fees referred to in Clause 12 (*Fees*) of the Agreement and any other letter between the Borrower and a Finance Party setting out fees in relation to the Agreement

"Finance Document" means

- (a) the Agreement,
- (b) the Mandate Letter,
- (c) the Fee Letters,
- (d) the Security Documents,
- (e) any Structured Rate Request,
- (f) any Structured Rate Confirmation,
- (g) any Structured Rate Provider Accession Agreement,
- (h) any other agreement entered into pursuant or supplemental to, in connection with or amending any of the foregoing, and
- (i) any other document designated as such in writing by the Agent and the Borrower

"Finance Parties" means each of

- (a) the Agent,
- (b) the Initial Co-ordinating Mandated Lead Arrangers,
- (c) the Co-ordinating Mandated Lead Arrangers,
- (d) the Co-ordinating Structured Rate Providers,
- (e) the Mandated Lead Arrangers,
- (f) the Security Trustee,
- (g) the Lenders, and

Short particulars of all the property mortgaged or charged

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Norilsk Nickel Europe Limited (registered number 04614811)

(h) the Structured Rate Providers,

and "**Finance Party**" means any of them

"Initial Co-ordinating Mandated Lead Arrangers" means Citibank, N A , and Société Générale Corporate & Investment Banking (the corporate and investment banking division of Société Générale)

"Lenders" means

(a) any Original Lender, and

(b) any person, which has become a Party in accordance with Clause 29 (*Changes to the Lenders*) of the Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Agreement

"Majority Lenders" has the meaning given to it in the Agreement

"Mandate Letter" means the mandate letter dated 6 October 2011 and signed between, amongst others, the Initial Co-ordinating Mandated Lead Arrangers, those of the Mandated Lead Arrangers named therein and the Borrower relating to, *inter alia*, the Facility

"Mandated Lead Arrangers" means Joint Stock Commercial Bank "ROSBANK" (Open joint-stock company), The Bank of Tokyo-Mitsubishi UFJ, LTD , Nordea Bank AB (publ), WestLB AG, DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main and the Co-ordinating Mandated Lead Arrangers

"New Structured Rate Provider" has the meaning given to it in paragraph (a) of Clause 29 10 (*Transfers by the Structured Rate Providers*) of the Agreement

"Notices of Assignment" means a notice in the form of Schedule 2 (*Form of Notice of Assignment*) of the Contract Assignment

"Obligors" means each of

(a) the Borrower,

(b) the Trader,

(c) the Assignor, and

(d) any other person designated as such in writing by the Borrower and the Agent

"Offtakers" means

(a) at the date of the Agreement, Aurubis AG, and

(b) any person which has been approved as an Offtaker in accordance with Clause 25 (*Approval of new Offtakers*) of the Agreement,

(and "**Offtaker**" means any of them)

Short particulars of all the property mortgaged or charged

Continuation page (4)

Norilsk Nickel Europe Limited (registered number 04614811)

"Original Lender" means each of BTMU (Europe) Limited, Citibank International plc, DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, HSBC Bank plc, Joint Stock Commercial Bank "ROSBANK" (Open joint-stock company), Nordea Bank AB (publ), Société Générale, WestLB AG and ZAO UniCredit Bank

"Original Structured Rate Provider" means each of Citibank, N A , London Branch, Mitsubishi UFJ Securities International plc, OOO HSBC Bank (RR) Ltd, Société Générale, WestLB AG and ZAO UniCredit Bank

"Party" means a party to the Agreement

"Replacement Offtake Contract" means a contract for the sale and purchase of Commodity between the Assignor as seller and an Offtaker as buyer that is entered into pursuant to Clause 24 (*Substitution of Offtake Contracts*) of the Agreement and listed on a Designation Schedule

"Security Documents" means each of

- (a) the Contract Assignment, together with the Notices of Assignment and Designation Schedules,
- (b) the Trader Account Charge,
- (c) the Trader's Market Agent Account Charge, and

any other document designated as such in writing by the Agent (or the Security Trustee, as the case may be) and the Borrower

"Structured Rate Confirmation" means a confirmation substantially in the form set out in Schedule 8 (*Form of Structured Rate Confirmation*) of the Agreement

"Structured Rate Request" means a request substantially in the form set out in Schedule 7 (*Form of Structured Rate Request*) of the Agreement

"Structured Rate Provider Accession Agreement" means an agreement substantially in the form set out in Schedule 11 (*Form of Structured Rate Provider Accession Agreement*) of the Agreement

"Structured Rate Providers" means

- (a) each Original Structured Rate Provider,
- (b) any New Structured Rate Provider, and
- (c) any Additional Structured Rate Provider,

which in each case has not ceased to be a Party in accordance with the terms of the Agreement

"Trader Account Charge" has the meaning given to it in the Agreement

"Trader's Market Agent Account Charge" has the meaning given to it in the Agreement

Short particulars of all the property mortgaged or charged

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Norilsk Nickel Europe Limited (registered number 04614811)

"Transaction Documents" means each of

- (a) the Finance Documents, and
- (b) the Replacement Offtake Contracts

Short particulars of all the property mortgaged or charged

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Norilsk Nickel Europe Limited (registered number 04614811)

Construction

Unless a contrary indication appears, any reference in this Form to

- (a) the "**Initial Co-ordinating Mandated Lead Arrangers**", the "**Co-ordinating Mandated Lead Arrangers**", the "**Mandated Lead Arrangers**", the "**Co-ordinating Structured Rate Providers**", the "**Structured Rate Providers**", the "**Agent**", any "**Finance Party**", any "**Lender**", the "**Security Trustee**", the "**Borrower**" or any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees, and
- (b) a "**Transaction Document**" or any other agreement or instrument is a reference to that Transaction Document or other agreement or instrument as amended or novated, and a reference to any party to such agreement or instrument includes any person expressed to be a party

Short particulars of all the property mortgaged or charged

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Norilsk Nickel Europe Limited (registered number 04614811)

Note (2): Further restrictions

- 1 **Negative Pledge** The Contract Assignment provides that the Assignor shall not create, grant or permit to subsist any Security over or affecting the Assigned Rights, the New Replacement Offtake Contract (to the extent comprising the Assigned Rights or necessary for the Security Trustee to enjoy the full benefit thereof) the Commodity deliverable thereunder or any part thereof, nor sell or otherwise dispose of, or agree to sell or otherwise dispose of, the benefit of all or any of its right, title and interest in and to the Assigned Rights, the New Replacement Offtake Contract (to the extent comprising the Assigned Rights or necessary for the Security Trustee to enjoy the full benefit thereof), the Commodity deliverable thereunder or any part thereof, save as envisaged or permitted pursuant to the Finance Documents
- 2 **Further Assurance** The Contract Assignment provides that the Assignor shall, at its own expense, promptly do whatever the Security Trustee reasonably requires
 - (i) to establish, maintain, perfect or protect the Security intended to be created by the Contract Assignment or the priority thereof, or
 - (ii) to facilitate the realisation of the Assigned Rights or the exercise of any rights vested in the Security Trustee or any Delegate hereunder,including executing any transfer, conveyance, charge, assignment or assurance of the Assigned Rights (whether to the Security Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction

For the purposes of this Note (2)

"Delegate" means a delegate or sub-delegate appointed under Clause 7.2 (*Delegation*) of the Contract Assignment

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 4614811
CHARGE NO. 24

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DESIGNATION SCHEDULE DATED
28 JANUARY 2013 AND CREATED BY NORILSK NICKEL
EUROPE LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM ANY OBLIGOR TO ANY FINANCE PARTY
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 4 FEBRUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 FEBRUARY
2013

L.C.



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES