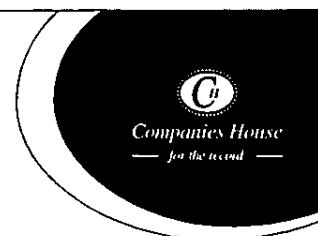


MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☒ **What this form is NOT for**
You cannot use this form to register
a statement of satisfaction in
or in part of a fixed charge for
company registered in Scotland.
If you do this, please use form MG0

WEDNESDAY



A11SV37C

A03

01/02/2012

#280

COMPANIES HOUSE

1 Company details

Company number 0 6 6 2 0 4 5 5
Company name in full UKRAINIAN MTN FINANCE LIMITED

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created 2 8 0 7 2 0 0 8
Description ① Supplemental Trust Deed dated 28 July 2008 which is supplemental
to a trust deed dated 22 July 2008
Date of registration ② 0 6 0 8 2 0 0 8

① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

② The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name Deutsche Trustee Company Limited
Address Winchester House
One Great Winchester Street, London
Postcode EC 2 N 2 D B

Name
Address
Postcode
Name
Address
Postcode

Continuation page

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

LL MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge by a
Limited Liability Partnership (LLP)

4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Pursuant to Clause 6 2 2 of the Supplemental Trust Deed on the irrevocable and unconditional payment or discharge by the Issuer of all sums under this Trust Deed and the Notes, the Trustee, at the request and cost of the Issuer, shall release, reassign or discharge the Assigned Rights to, or to the order of, the Issuer, provided that no such release, reassignment or discharge shall be effective unless and until any such costs are paid to or to the order of the Trustee

Perfection of the Security

Pursuant to Clause 6 3 of the Supplemental Trust Deed, forthwith upon the execution of this Trust Deed the Issuer shall (a) give written notice to the Borrower, in the form set out in Part A of Schedule 7 to the Principal Trust Deed, of the Charge set out in sub-clauses 6 1 1 (The Charge) and 6 1 2 (The Charge) and of the Assignment set out in Clause 6 2 (The Assignment), (b) give written notice to the Principal Paying Agent in the form set out in Part C of Schedule 7 to the Principal Trust Deed of the Charge set out in sub-clause 6 1 3 (The Charge), (c) shall use its best endeavours to procure that the Borrower and the Principal Paying Agent give to the Trustee the acknowledgements thereof in the forms set out in Parts B and D respectively of Schedule 7 to the Principal Trust Deed and (d) deliver to the registrar of companies in England and Wales such particulars and documents as required for registration of the Security Interests under Section 395 of the Companies Act 1985, provided that if the Issuer shall have paid all sums stated in Clause 6 1 (The Charge) of the Supplemental Trust Deed to be secured by the Charge, the Trustee will at any time thereafter at the request and expense of the Issuer (to the extent it receives funds therefor from the Borrower) release the property subject to the Charge, details of which are set out above, to the Issuer, or as the Issuer shall direct, and shall release to the Issuer, or as the Issuer shall direct, any sums received by it in respect thereof and still held by it after such payment and discharge

The Principal Trust Deed contains the following two clauses

Further Assurance

Pursuant to Clause 4 12 of the Principal Trust Deed the Issuer shall promptly at its own cost and expense (to the extent it receives the funds therefore from the Borrower), execute and do all such assurances, act and things as the Trustee may require (including, without limitation, the giving of notices of charge or assignment and the effecting of filings or registrations in any jurisdiction) for perfecting or protecting the Charged property and from time to time and at any time after the security over Charged property or any part thereof had become enforceable or from time to time and at any time in respect of the Assigned Rights shall execute and do all such assurances, acts and things as the Trustee may require for facilitating the realisation of, or enforcement of rights in respect of, all or any of the Charged Property or the Assigned Rights, as the case may be For the purposes of Clause 4 12 of the Principal Trust Deed, a certificate in writing signed by the Trustee to the effect that any particular assurance or thing required by it is required shall be conclusive evidence of the fact

MG02

Statement of satisfaction in full or in part of mortgage or charge

4 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

The Charge

Pursuant to Clauses 6 1 of the Supplemental Trust Deed, The Issuer with full title guarantee and as continuing security for the payment of all sums under the Trust Deed and the Notes hereby charges in favour of the Trustee by way of first fixed charge (the "Charge")

- a) all principal, interest and other amounts now or hereafter payable by the Borrower to the Issuer under the Loan Agreement,
- b) the right to receive all sums which may be or become payable by the Borrower under any claim, award or judgment relating to the Loan Agreement, and
- c) all the rights, title and interest in and to all sums of money now or in the future deposited in the Account and the details represented thereby, including interest from time to time earned on the Account,

provided that, subject to this Trust Deed (i) for the avoidance of doubt the Issuer shall remain the legal and beneficial owner of the property subject to the Charge following the creation of the Charge and (ii) there shall be excluded from the Charge the Reserved Rights and any amounts relating to the Reserved Rights and the proceeds of the Notes used to fund the Loan on the date of this Supplemental Trust Deed

The Assignment

Pursuant to Clause 6 2 1 of the Supplemental Trust Deed, The Issuer with full title guarantee hereby assigns (the "Assignment") absolutely to the Trustee for the benefit of itself and the Noteholders all the rights, title, interests and benefits, both present and future, which have accrued or may accrue to the Issuer as Lender under or pursuant to the Loan (including, without limitation, all moneys payable to the Issuer and any claims, awards and judgments in favour of the Issuer in connection with the Loan Agreement and the right to declare the Loan immediately due and payable and to take proceedings to enforce the obligations of the Borrower thereunder other than (i) any rights, interests and benefits charged in favour of the Trustee by way of a first fixed charge under Clause 6 1 (The Charge) above and (ii) any Reserved Rights and any amounts relating to the Reserved Rights and the proceeds of the Notes used to fund the Loan on the date of this Supplemental Trust Deed

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ❶

- ☐ In full
- ☒ In part

❶ Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

X


Representing L D C Corporate Director No 3 Limited
Director

X

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

LL MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge by a
Limited Liability Partnership (LLP)

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Rights of the Issuer

Pursuant to Clause 4 2 (a) of the Principal Trust Deed, the Issuer (save as expressly provided in the Principal Trust Deed or with the consent of the Trustee) shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, lease, pledge, charge, assign, transfer or otherwise deal with the Charged Property or any right or benefit either present or future arising under or in respect of any Loan Agreement, any relevant Swap Agreement or the Account or any part thereof or any interest therein or purport to do so. Save as otherwise expressly provided in this Trust Deed, no proprietary or other direct interest in the Issuer's rights under or in respect of the Loan Agreement, the Loan, any relevant Swap Agreements, the Account or the Charged Property exists for the benefit of the Noteholders or any relevant Swap Counterparty.

Pursuant to Clause 4 2 (b) of the Principal Trust Deed, without prejudice to the Issuer's entitlement to the Reserved Rights, until a Relevant Event shall have occurred, the Issuer shall, subject to the security created by the Relevant Charge, be entitled to receive the interest on and any principal of the relevant Loan or, if applicable, any sums due under any relevant Swap Agreement subject to its obligations in respect of those moneys under Clause 2 4 (Covenant to pay) of the Principal Trust Deed.

Schedule 2

Definitions

"Account" means the account in respect of the relevant Series in the name of the Issuer with the Principal Paying Agent at its specified office in London designated as such in the Supplemental Trust Deed in relation to each Series,

"Agency Agreement" means the agency agreement dated 22 July 2008, relating to the Programme, among the Issuer, the Trustee, the Principal Paying Agent, the Paying Agents, the Calculation Agent, the Registrar, the Transfer Agents and the other agents named in it, as may be further amended or supplemented from time to time,

"Agents" means the Principal Paying Agent, the Paying Agents, the Global Bearer Note Custodian, the Depositary, the Calculation Agent, the Registrar, the Transfer Agents, and "Agent" means any one of them,

"Assigned Rights" means the rights and benefits assigned to the Trustee set out in Clause 6 2 of the relevant Supplemental Trust Deed (the form of which is set out in Schedule 10 to this Trust Deed),

"Charged Amounts" and "Charged Property" in relation to each Series are defined in the relevant Supplemental Trust Deed,

"Dealer" means either UBS Limited, BNP Paribas or both

"Extraordinary Resolution" has the meaning set out in paragraph 7 of Schedule 5,

"Framework Agreement" means, the Framework Agreement between the Borrower and the Lender dated 22 July 2008,

"Issue Date" means, in relation to each Series, the date on which the Notes of that Series have been issued or, if not yet issued, the date agreed for their issue between the Issuer, the Borrower and the Relevant Dealer(s),

LL MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge by a
Limited Liability Partnership (LLP)

4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Loan" means each loan made from time to time in connection with the Programme and, in relation to each Series, defined in the relevant Supplemental Trust Deed,
"Loan Agreement" means each loan agreement, in substantially the same form as in the schedule to the Framework Agreement entered into between the Issuer, as lender and UkrSibbank, as borrower, in respect of each Loan on each Trade Date or issue Date, as the case may be, and which incorporates by reference to the Framework Agreement and in relation to the Notes, the loan agreement for the US\$250,000,000 Loan dated 22 July 2008 ,
"Meeting" means a meeting of the holders of Notes (whether originally convened or resumed following an adjournment),
"Noteholder" means the person whose name such Note is for the time being registered in the Register,
"Notes" means any loan participation notes issued under the Programme, or Series 1 Notes issued under the Programme, as the context requires,,
"Notes Specified Currency Account", if applicable, has the meaning set out in the relevant Supplemental Trust Deed,
"Paying Agents" means, in relation to the Notes of any Series, the several institutions (including, where the context permits, the Principal Paying Agent) at their respective specified offices initially appointed pursuant to the Agency Agreement and/or, if applicable, any Successor paying agents, in relation to such Notes at their respective specified offices,
"Register" means the register for the Notes maintained by the Registrar in relation to each Series,
"Registrar" means, in relation to the Notes of any Series, the institution at its specified office initially appointed as registrar in relation to such Notes pursuant to the relative Agency Agreement or, if applicable, any Successor registrar in relation to such Notes at its specified office,

LL MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge by a
Limited Liability Partnership (LLP)

4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Relevant Dealer" means, in relation to any Series, the Dealer or Dealers with or through whom an agreement to issue Notes has been concluded, or is being negotiated, by the Issuer and the Borrower,

"Relevant Event" means the earlier of (a) the Issuer failing to make payment of principal or interest on the Notes when due, (b) the Issuer being adjudged, by law or a court, to be insolvent or bankrupt or unable to pay its debts, (c) the Issuer stopping, suspending or threatening to stop or suspend payment of all or a material part of (or a particular type of) its debts, proposing to make a general assignment or arrangement or composition with or for the benefit of the relevant creditors in respect of any such debts, (d) a moratorium being agreed or declared in respect of or affecting all or any part of (or a particular type of) the debts of the Issuer, (e) an order being made or an effective resolution being passed for the winding up or dissolution of the Issuer, or (f) the Issuer ceasing or threatening to cease to carry on all or a material part of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by an Extraordinary Resolution of Noteholders,

"Reserved Rights" means the rights and benefits to be excluded from the relevant Charge, being all and any rights, interests and benefits of the Issuer in respect of the obligations of the Borrower under Clauses 3 2 (Facility Fee), 6 2 (No Set-Off, Counterclaim or Withholding, Additional Amounts) (to the extent that the Borrower shall reimburse the Issuer on demand for any amount paid by the Issuer in respect of the Ukrainian taxes, penalties or interest), 6 3 (Withholding on Notes) (only to the extent that the Issuer has received amounts to which the Noteholders are not entitled), 6 4 (Tax Credits and Tax Refunds), 6 5 (Mitigation), 14 2 (The Borrower's Indemnity), 16 2 (Stamp Taxes) (to the extent that the Borrower shall reimburse the Issuer on demand for any amount paid by the Issuer in respect of any stamp, registration and documentary taxes or similar charges) of the Framework Agreement and Clause 16 3 (Costs relating to Amendments and Waivers) of the Principal Trust Deed,

"Security Interests" means the security interests relating to each Series constituted by and created under the relevant Supplemental Trust Deed and Clause 4 (Security Interests) of this Trust Deed,

"Series" means each original issue of Notes together with any further issues, whether or not issued on the same date, that (except in respect of the first payment of interest and their issue price) have identical terms on issue and are expressed to have the same series number or designation,

"Subsidiary" shall have the meaning given to it in the Framework Agreement,

"Successor" means, in relation to the Agents, such other or further person, as may from time to time be appointed pursuant to the Agency Agreement as an Agent,

"Swap Agreement" means a swap agreement between the Lender and Swap counterparty in respect of currencies as specified the such swap agreement,

"Swap Counterparty" means a party other than the Lender to any Swap Agreement,

"Target Date" means each date on which the Issuer concludes an agreement with UkrSibbank and one or more Relevant Dealers for the issue and sale of Notes pursuant to Clause 2 (Loans) of the Framework Agreement which shall be the execution date of the relevant Subscription Agreement, which in relation to the Series 1 Notes is 28 July 2008

MG02

Statement of satisfaction in full or in part of 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. The contact information you give will be visible to searchers of the public record.

Contact name	Sharon Martin									
Company name										
Address	Fifth Floor									
	100 Wood Street									
Post town	London									
County/Region										
Postcode	E	C	2	V		7	E	X		
Country										
DX										
Telephone										



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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



Important information

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



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