

MG01

Particulars of a mortgage or charge



008862/26

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 NOT**
You cannot use this for
particulars of a charge
company. To do this, use
form MG01s

THURSDAY



A03

A1SWOV8Q

23/06/2011

COMPANIES HOUSE

78

For official use

1 Company details

Company number 4 6 1 4 8 1 1

Company name in full Norilsk Nickel Europe Limited (the "Company")

→ **Filling 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 01 04 2006 20 11

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 Amendment Agreement (the "Agreement") in relation to the Master
Receivables Discounting Agreement dated 24 November 2010

4 Amount secured

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

Amount secured The maximum aggregate amount of USD 50,000,000 (US
Dollars Fifty Million) provided that each invoice
attached to each Discount Request includes the
following wording on its face "Receivables and
proceeds of this invoice [Number] are assigned to
Bank Leumi (UK) plc and should be paid as per the
the Payment Instructions, (the "Agreement Amount")

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

MG01**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 Bank Leumi (UK) plc (the "Bank")

Address 20 Stratford Place, London

Postcode W 1 C 1 B G

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**1. The Agreement**

1 1 Subject to the terms and conditions of the Deed, the Bank may from time to time be offered Receivables to discount by the Company serving a Discount Request on the Bank (which shall include the copy of the Debtor Declaration) The Bank at its sole discretion may agree to discount any or all of this Receivables

1 2 The facility offered by the Bank in the Deed shall be available until further notice

2. Discount of Receivables

2 1 If the Bank has agreed to discount any Receivables specified in a Discount Request then the bank shall pay to the Company on the Discount Date specified in such Discount Request the Discount Price in respect of such Receivable The Company shall receive payment as commissionaire of MTO

2 2 MTO assigns to the Bank absolutely and with effect from Discount Date all of the Receivables which the Bank has agreed to discount pursuant to this clause 2 (Discount of Receivables) and which are evidenced by the Invoice(s) attached to the Discount Request which relates to such Receivables

3. Further Assurance

The Company shall perform, execute and deliver such further acts and documents as the Bank may require to implement the purpose of and perfect any of the transactions contemplated by the Deed or any other Finance Document

(see continuation page)

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Note:</p> <p>In this form:</p> <p>"BLUK Account" means the account of the Bank notified to the Company from time to time for the purpose of payments by the Company,</p> <p>"Company's Account" means the designated account in the name of the Company with the Bank, subject to the relevant Security Document (as defined in the Deed),</p> <p>"Contractor" means an agreement related to the supply of metal acceptable to the Bank between the Debtor and MTO (acting as undisclosed principal through its commissionaire agent, the Company) as the same may be amended and supplemented from time to time,</p> <p>"Debtor" means</p> <p>(1) ThyssenKrupp Nirosta GmbH, a company registered in Germany with its registered office at Oberschlesienstr 16 D-47807 Krefeld and registered number AG Krefeld, HRB 12511,</p> <p>(11) ThyssenKrupp VDM GmbH, a company registered in Germany with its registered office at Plettenberger Strabe 2, D-58791 Werdohl, Germany and registered number AG Iserlohn, HRB 5327, or</p> <p>(111) any other debtor acceptable to an approved by the Bank in writing to the Companies</p> <p>"Debtor Declaration" means a declaration by the debtor substantially in the form set out in the Deed and as amended by the Agreement, duly completed and signed by an authorised signatory of the Debtor,</p> <p>"Deed" means the Master Receivables Discounting Agreement dated 24 November 2010 between (1)Metal Trading Overseas A G, a company organized in the canton of Zug Switzerland and having its registered office at 20 Bahnhofstrasse, 6300 Zug Switzerland and registration number CH-170 3 025 854-2 ("MTO")and (2) the Company,</p> <p>"Discount Date" means in relation to a Receivable, the date upon which the Receivable is discounted or is to be discounted (as the case may be) by the Bank,</p> <p>"Discount Price" has the same meaning given to it in the Deed,</p> <p>"Discounted Receivable" means Receivable discounted by the Bank pursuant to a Discount Request,</p> <p>"Discount Request" means the irrevocable request substantially in the form set out in schedule 1 of the Deed duly completed and signed by authorised signatories of the Company,</p>	

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Encumbrance" shall be construed as a reference to a mortgage, charge of any kind, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect,</p> <p>"Finance Document" has the same meaning given to it in the Deed,</p> <p>"Invoice(s)" means a final invoice issued for payment for goods or services supplied pursuant to the Contract,</p> <p>"Maturity Date" means the due date of the Receivable specified in a Discount Request, which shall be a date falling no more than 60 days from and including the Discount Date,</p> <p>"Payment Instructions" has the same meaning given to it in the Deed,</p> <p>"Receivables" means the indebtedness (including any Ancillary Rights (as defined in the Deed)) of the Debtor to MTO (acting as undisclosed principal through its commissionaire the Company) arising under the Contract which is evidenced by an Invoice in respect of which as Discount Request has been made, which the indebtedness shall include, for the avoidance of doubt, the right to receive payment of any interest or finance charges or other liabilities of the Debtor under the Contract in respect of such Invoice, and</p> <p>"Recourse Event" has the same meaning given to it in the Deed</p>	

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6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>4. Undertakings</p> <p>4 1 The Company agrees and undertakes</p> <p>4 1 1 to perform duly all of their obligations under the Contract in respect of each Receivable (so as to establish and maintain a valid and enforceable payment obligation of the Debtor under the Contract), to promptly inform the Bank of any breach or default by the Company or the Debtor, as soon as it becomes aware of any such breach or default and to take all measures necessary to minimise or prevent any loss which may be incurred by the Bank in the event of non-performance of the Contract or non-payment of an invoice by the Company of the Debtor,</p> <p>4 1 2 not to cancel or terminate the Contract and not to, or purport to, terminate revoke or vary any term or condition of or extend the Maturity Date of any Discounted Receivable without the prior consent in writing of the Bank,</p> <p>4 1 3 not to create or permit to subsist any Encumbrances over all or any of the Company's rights, titles and interests in and to the Contract in respect of each Receivable and not to, or purport to, assign, transfer or to otherwise deal with any of their rights in respect of the Contract or any Receivable other than (in each case) in favour of the Bank,</p> <p>4 1 4 to ensure that it has shipped all goods in respect of each Receivable in conformity with all applicable import and export laws and regulations of the relevant country of import and relevant of export,</p> <p>4 1 5 to obtain and maintain all such consents, licences, approvals, permits and authorisations needed in respect of the goods which are the subject of each Discounted Receivable in order to enable the Debtor to enter into and perform its obligations in respect of the relevant Discounted Receivable in Dollars no later than the Maturity Date of such Discounted Receivable to the Company's Account (or, after the notice of assignment has been given and on the Bank's instructions, into the BLUK Account),</p> <p>4 1 6 not to prevent the Bank from giving notice to the Debtor (on behalf of the Company) of the assignment of any Discounted Receivable to the Bank in accordance with the notice set out in schedule 3 of the Deed or such other form or manner as the Bank in its discretion may specify,</p> <p>4 1 7 to take such action as may be required by applicable law to perfect a full legal assignment to the Bank of such Discounted Receivable, and</p> <p>4 1 8 on request by the Bank to the Company at any time, to give to the Debtor notice of the assignment of any Discounted Receivable to the Bank in accordance with the notice set out in schedule 2 of the Deed or in such other form or manner as the Bank in its discretion may specify (providing proof) of delivery to the Bank as soon as available) To avoid doubt, the Bank shall notwithstanding the foregoing generality, be entitled to notify the debtor of the rights of the Bank to the Discounted Receivable as aforesaid, all expenses of the Bank (or the expense of the Company of the</p>	

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Recourse Event has occurred), at any time</p> <p>5. Set-off The Company authorises the Bank to apply any credit balance on any account of the Company with the Bank (including any balance on the Company Account and or the MTO Account) in satisfaction of any sum due and payable by the Company pursuant at its spot rate of exchange with the money's standing to the credit of any such account such currencies as may be necessary to effect such application</p> <p>6 Continuing Obligations The Company shall remain liable to perform all obligations assumed by it under the Contract and the Bank shall be under no obligation of any kind whatsoever under the Contract or be under any liability whatsoever in the event of any failure by the Company to perform its obligations under the Contract</p>

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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).

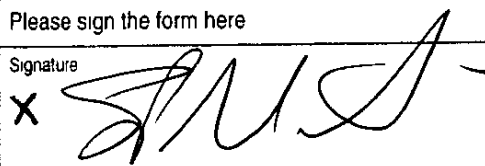
9**Signature**

Please sign the form here

Signature

Signature

X



X

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

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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 STEVEN MANICOTT

Company name BANK LEVNI (UK) PLC

Address 20 STATION PLACE
LONDON

Post town

County/Region

Postcode W1C 1BG

Country

DX

Telephone 0207 907 8057



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



**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. 21

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN AMENDMENT AGREEMENT
DATED 14 JUNE 2011 AND CREATED BY NORILSK NICKEL
EUROPE LIMITED FOR SECURING THE MAXIMUM
AGGREGATE AMOUNT OF USD 50,000,000 DUE OR TO BECOME
DUE WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF
THE COMPANIES ACT 2006 ON THE 23 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 JUNE 2011

PG



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES