

MG01

Particulars of a mortgage or charge



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

THURSDAY



LD2 10/11/2011 32

COMPANIES HOUSE

J58

1 Company details

Company number 0 4 6 1 4 8 1 1

Company name in full NORILSK NICKEL EUROPE LIMITED (the "Assignor")

22

→ 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 d2 d8 m1 m0 y2 y0 y1 y1

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 Deed of Assignment (Contract Assignment) (the "Contract Assignment") dated 28 October 2011
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))

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 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 **Sarah Martin**

Company name **Linklaters LLP**

Address **One Silk Street**

Post town

County/Region **London**

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

Country **United Kingdom**

DX **10 LONDON/CITY**

Telephone **020745672000**



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

The Assignor assigned absolutely and with full title guarantee to the Security Trustee as continuing security for the due and punctual performance of the Secured Obligations all of its rights, title and interest, present and future, in, under and to the Contracts 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 Contracts 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 the Assignor (in respect of the Service Contract) and any Offtaker (in respect of any Offtake Contract or Standby Contract) in connection with the Contracts,

provided that the assignment by the Trader in respect of the Service Contract shall be limited to the rights of the Trader to receive the proceeds due from the relevant Offtaker for the sale of Commodity under any Offtake Contract or Standby Contract and any direct rights that the Trader may have or acquire against an Offtaker under any Offtake Contract or Standby Contract

Note (1): Definitions

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

"Additional Offtake Contract" means a contract for the sale and purchase of the Commodity between the Assignor as seller and an Offtaker as buyer that is entered into pursuant to Clause 21 4 (*Top up - OCCR*) of the Agreement and listed on a Designation Schedule

"Additional Standby Contract" means a standby contract for the sale and purchase of the Commodity between the Assignor as seller and an Offtaker as buyer that is entered into pursuant to Clause 21 5 (*Top up - LLCR*) of the Agreement and listed on a Designation Schedule

"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

Short particulars of all the property mortgaged or charged

Continuation page (2)

Norilsk Nickel Europe Limited (registered number 04614811)

"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

"Contracts" means each of

- (a) the Service Contract,
- (b) the Offtake Contracts, and
- (c) the Standby Contracts

"Commission Agency Agreement" has the meaning given to it in the Agreement

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

"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 , 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

Short particulars of all the property mortgaged or charged

Continuation page (3)

Norilsk Nickel Europe Limited (registered number 04614811)

(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) 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
- (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

Short particulars of all the property mortgaged or charged

Continuation page (4)

Norilsk Nickel Europe Limited (registered number 04614811)

"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

"Offtake Contracts" means

- (a) the Original Offtake Contract,
- (b) any Additional Offtake Contract, and
- (c) any Replacement Offtake Contract

"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)

"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 Offtake Contract" means the contract number S102628 for the sale of electrolytic copper cathodes entered into between Aurubis AG as buyer and the Assignor as seller dated 10 December 2009 incorporating the Standard Terms and Conditions of Sale in Respect of the Delivery of Base Metals dated 22 December 2008 (as amended from time to time)

"Original Standby Contract" means the contract number 16400BLUN-P for the sale of electrolytic uncut full plate nickel cathodes entered into between Trafigura Beheer B V as buyer and the Assignor as seller dated 28 October 2011 incorporating the General Terms and Conditions for the Purchase of Physical Non-Ferrous Metals dated September 2010 (as amended from time to time)

"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

Short particulars of all the property mortgaged or charged

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Norilsk Nickel Europe Limited (registered number 04614811)

"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

"Service Contract" means the agreement dated 25 November 2003 (as amended by an agreement dated 6 February 2004) between the Trader and the Assignor whereby the Assignor agrees to act as agent for and on behalf of the Trader by selling the Commodity owned by the Trader, but only to the extent relating to the Commodity deliverable under the Offtake Contracts

"Standby Contract" means

- (a) the Original Standby Contract, and
- (b) any Additional Standby Contract

"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

"Trade Contracts" means each of the Commission Agency Agreement, the Service Contract, the Standby Contract and the Offtake Contracts

"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

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Norilsk Nickel Europe Limited (registered number 04614811)

"Transaction Documents" means each of

- (a) the Finance Documents, and
- (b) the Trade Contracts

Short particulars of all the property mortgaged or charged

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Norlisk 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

Continuation page (8)

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, any Contract to which it is a party (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, any Contract to which it is a party (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)

"Assigned Rights" means the rights and property expressed to be assigned in Clause 3.1 (*Assignment*) of the Contract Assignment

"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



FILE COPY

4/C

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. 22

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 28
OCTOBER 2011 AND CREATED BY NORILSK NICKEL EUROPE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OBLIGOR TO ANY FINANCE PARTY 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 10 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 NOVEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES