

OS MG01

Particulars of a mortgage or charge by an overseas company



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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 by an overseas company



What this form is NOT for

You cannot use this form to register an overseas company or a company registered at Companies House

TUESDAY



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18/05/2010

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1

Overseas company details

Company number F C 0 2 5 3 7 7

Company name in full Banco Votorantim S A (the "Chargor")

→ 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 d 0 d 6 m 0 m 5 y 2 y 0 y 1 y 0

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge e.g. 'Standard security', 'Floating charge' etc

Description

Deed of Charge (the "Security Document") dated 6 May 2010 created by the Chargor in favour of BNP Paribas (the "Security Agent", which expression includes its successors in title, permitted assigns and permitted transferees)

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Amount secured

Please give us details of the amount secured by the charge

Amount secured

The "Secured Obligations", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Chargor to any Secured Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

Continuation page

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

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Mortgagee(s) or person(s) entitled to the charge

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

BNP Paribas

Address

3 rue d'Antin

75002 Paris, France

Postcode

Name

Address

Postcode

6

Short particulars of all the property charged

Please give the short particulars of the property 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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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ^①

Not Applicable

^① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or *pari passu* with the floating charge, and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it

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Particulars as to commission, allowance or discount

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

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Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge

In the case of a charge created outside the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK

Certified copies of any other documents relevant to the charge should also be delivered

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Signature

Please sign the form here

Signature

Signature

X

Liulabers LLP

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 **Alexandra Nelte**

Company name **Linklaters LLP**

Address **One Silk Street**

Post town **London**

County/Region **London**

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

Country **England**

DX **10 LONDON/CITY**

Telephone **020 7456 2000**



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 a certified copy of the deed (if any) 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 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 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 charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address:

England and Wales:

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

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)

Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

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6	Short particulars of all the property charged	
	Please give the short particulars of the property charged	
Short particulars	<p>Banco Votorantim S.A (FC025377)</p> <p>The Chargor, with full title guarantee and as security for the payment or performance of all Secured Obligations, irrevocably and unconditionally charged in favour of the Security Agent (as security trustee for the Secured Parties) by way of first fixed charge</p> <ul style="list-style-type: none"> (a) the Charged Notes, (b) all present and future Coupons, (c) the Custodian Accounts, all its present and future right, title and interest in or to the Custodian Accounts, all amounts (including interest, securities and other assets) now or in the future standing to the credit of or accrued or accruing on the Custodian Accounts, and (d) all present and future right, title and interest in and to the Charged Agreements, including all monies payable to the Chargor (including the Swap Receivables), and any claims, awards or judgments in favour of the Chargor, under or in connection with the Charged Agreements <p>Note (1) In this Form, except to the extent that the context requires otherwise</p> <p>"Account Bank" means BNP Paribas acting through its London branch</p> <p>"Agent" means BNP Paribas Luxembourg</p> <p>"Arranger" means BNP Paribas Luxembourg</p> <p>Any reference to "assets" includes present and future properties, revenues and rights of every description</p> <p>"Charged Agreements" means the Custody Agreement and the Swap Agreement</p> <p>"Charged Notes" means</p> <ul style="list-style-type: none"> (a) the Notes held in the Safe Custody Account (or which should have been held in the Safe Custody Account, but for a breach of the Finance Documents) and all related guarantees, security and any other rights of the holder of those Notes under or in connection with those Notes, (b) any further bonds, notes or other securities that those Notes are exchanged for by the Issuer in accordance with the terms and conditions of the Notes (the "Exchanged Notes") and all related guarantees, security and any other rights of the holder of the Exchanged Notes and or in connection with the Exchanged Notes, and (c) all rights relating to any of those Notes or the Exchanged Notes which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), <p>in each case now or in the future owned by the Chargor or (to the extent of its interest) in which it now or in the future has an interest</p> <p>Any reference to the "Chargor", the "Security Agent", the "Agent", the "Arranger", the "Lender", the "Swap Counterparty" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees</p>	Continuation page 1

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Short particulars	<p>Banco Votorantim S.A. (FC025377)</p> <p>"Coupons" means all present and future</p> <p>(a) interest of any kind and any other sum received or receivable in respect of the Charged Notes,</p> <p>b) rights, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of the Charged Notes,</p> <p>(c) allotments, offers and rights accruing or offered in respect of the Charged Notes, and</p> <p>(d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of the Charged Notes</p> <p>"Custodian" means BNP Paribas, acting through its London Branch, as custodian under the Custody Agreement</p> <p>"Custodian Accounts" means the Safe Custody Account, the Principal Cash Collateral Account and the Income Cash Collateral Account</p> <p>"Custody Agreement" means the safe custody agreement dated on or about the date of the Security Document between the Chargor and the Custodian</p> <p>"Facility Agreement" means the facility agreement dated on or about the date of the Security Document between (among others) the Chargor as borrower, the Lender, the Security Agent, the Agent and the Arranger</p> <p>"Finance Document" means the Facility Agreement, the Swap Agreement, any Votorantim Security Document or any other document designated as such by the Agent and the Chargor</p> <p>Any reference to a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument</p> <p>"Income Cash Collateral Account" means the cash account held with the Account Bank in the name of the Chargor with account number 09618 080 728</p> <p>"Issuer" means KommuneKredit</p> <p>"Lender" means Royale Neuve Investments S à r l</p> <p>"Master Agreement" means the master derivatives agreement (<i>Contrato Global de Derivatives</i>) dated 8 September 2009 (as amended by an appendix (<i>Apêndice ao Contrato Global de Derivativos</i>) dated 8 September 2009) entered into between the Swap Counterparty, the Chargor and BNP Paribas Luxembourg as guarantor, governed by Brazilian law and documented in the Portuguese language</p>	Continuation page 2

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6	Short particulars of all the property charged	
	Please give the short particulars of the property charged	
Short particulars	<p>Banco Votorantim S.A. (FC025377)</p> <p>"Notes" means the USD600,000,000 index-linked interest notes due 8 September 2011 issued by KommuneKredit as series I201004459 tranche 1 with ISIN Code XS0491339445 under its EUR10,000,000,000 medium term note programme and any notes, bonds, shares, securities and other financial instruments constituting additional collateral provided by the Chargor in accordance with the Facility Agreement</p> <p>Any reference to a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or two or more of the foregoing</p> <p>"Principal Cash Collateral Account" means the cash account held with the Account Bank in the name of the Chargor with account number 09618 080 727</p> <p>"Safe Custody Account" means the safe custody account held with the Custodian in the name of the Chargor with CRDS code and account reference BNPL LON VOTO5 (and any other account designated as such by the Security Agent and the Chargor)</p> <p>"Secured Party" means the Security Agent, the Agent, the Arranger, the Lender and the Swap Counterparty</p> <p>"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</p> <p>"Swap Agreement" means the cross currency swap and interest rate swap transactions entered into between the Swap Counterparty, the Chargor and BNP Paribas Luxembourg as guarantor in accordance with the terms and conditions of the Master Agreement and as evidenced by two swap confirmations each dated on or about the date of the Facility Agreement</p> <p>"Swap Counterparty" means Banco BNP Paribas Brasil S A</p> <p>"Swap Receivables" means any moneys owed to the Chargor, and any claims, awards and judgments in favour of the Chargor, under or in connection with the Swap Agreement</p> <p>"Votorantim Security Document" means the Security Document, the Custody Agreement or any other document that may at any time be given as security for any of the Secured Obligations pursuant to or in connection with any Finance Document</p>	Continuation page 3

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6	Short particulars of all the property charged	
	Please give the short particulars of the property charged	
Short particulars	<p>Banco Votorantim S A. (FC025377)</p> <p>Note (2): The Security Document provides that</p> <p>Security</p> <p>The Chargor shall not create or permit to subsist any Security over any Charged Asset except for the Charges and the Custodian Lien</p> <p>Disposal</p> <p>The Chargor 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, lease, transfer or otherwise dispose of any Charged Asset except</p> <ul style="list-style-type: none"> (a) with the prior consent of the Security Agent, or (b) in accordance with clause 6 3(b) (<i>Operation of Charged Agreements and Custodian Accounts</i>) of the Security Document <p>Further assurance</p> <p>The Chargor shall promptly do whatever the Security Agent reasonably requires</p> <ul style="list-style-type: none"> (a) to perfect or protect the Charges or the priority of the Charges, or (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent or any Delegate, <p>including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction</p> <p>For the purposes of this Note (2)</p> <p>"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets</p> <p>"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document</p> <p>"Custodian Lien" means any Security under the Custody Agreement in favour of the Custodian in respect of liabilities owed by the Chargor to the Custodian</p> <p>"Delegate" means a delegate or sub-delegate appointed under clause 8 2 (<i>Delegation</i>) of the Security Document</p>	

Continuation page (4)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to regulation 10 of The Overseas Companies (Execution of Documents and Registration of Charges) Regulations 2009

COMPANY NO. FC25377
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 6 MAY
2010 AND CREATED BY BANCO VOTORANTIM S.A. FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ANY SECURED PARTY ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO THE OVERSEAS COMPANIES
(EXECUTION OF DOCUMENTS AND REGISTRATION OF
CHARGES) REGULATIONS 2009 ON THE 18 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 MAY 2010



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