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NORIMET LTD
Form SC 13D/A
August 06, 2004

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 1)*

Gold Fields Limited

(Name of Issuer)

American Depositary Shares, each representing one ordinary share of par value
Rand 0.50 each

(Title of Class of Securities)

38059T106

(Cusip Number)

Kevin Keogh
White & Case LLP
1155 Avenue of the Americas
New York, New York 10036
(212) 819-8200

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

July 29, 2004

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ___

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1 Name of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only):
Norimet Limited

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2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only:

4. Source of Funds (See Instructions): AF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization:
United Kingdom

Number of
Shares
Beneficially
Owned by
Each Reporting
Person With

7. Sole Voting Power: 0 ordinary shares

8. Shared Voting Power: 0 ordinary shares

9. Sole Dispositive Power: 0 ordinary shares

10. Shared Dispositive Power: 0 ordinary shares

11. Aggregate Amount Beneficially Owned by Each Reporting Person: 98, 467,758
ordinary shares

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See
Instructions):

13. Percent of Class Represented by Amount in Row (11): 20.0%

14. Type of Reporting Person (See Instructions): CO

1. Name of Reporting Persons.

I.R.S. Identification Nos. of above persons (entities only):

MMC Norilsk Nickel

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only:

4. Source of Funds (See Instructions):

BK, WC

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e):

6. Citizenship or Place of Organization:
Russian Federation

Number of

7. Sole Voting Power: 0 ordinary shares

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Shares -----
Beneficially 8. Shared Voting Power: 98,467,758 ordinary shares
Owned by -----
Each Reporting 9. Sole Dispositive Power: 0 ordinary shares
Person With -----
10. Shared Dispositive Power: 98,467,758
ordinary shares

11. Aggregate Amount Beneficially Owned by Each Reporting Person: 98, 467,758
ordinary shares

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See
Instructions): ____

13. Percent of Class Represented by Amount in Row (11): 20.0%

14. Type of Reporting Person (See Instructions): HC

1. Name of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only):
Vladimir O. Potanin

2. Check the Appropriate Box if a Member of a Group (See Instructions)
(a) ____
(b) x

3. SEC Use Only:

4. Source of Funds (See Instructions):
AF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d)
or 2(e): ____

6. Citizenship or Place of Organization:
Russian Federation

Number of 7. Sole Voting Power: 0 ordinary shares
Shares -----
Beneficially 8. Shared Voting Power: 98,467,758 ordinary shares**
Owned by -----
Each Reporting 9. Sole Dispositive Power: 0 ordinary shares
Person With -----
10. Shared Dispositive Power: 98,467,758 ordinary
shares**

11. Aggregate Amount Beneficially Owned by Each Reporting Person: 98, 467,758
ordinary shares

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See
Instructions): ____

13. Percent of Class Represented by Amount in Row (11): 20.0%

14. Type of Reporting Person (See Instructions): IN

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** Pursuant to Rule 13d-4 of the Act, the filing of this statement shall not be construed as an admission that Mr. Potanin is, for the purpose of Sections 13(d) or 13(g) of the Act, the beneficial owner of 98,467,758 ordinary shares.

1. Name of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only):
Mikhail D. Prokhorov

2. Check the Appropriate Box if a Member of a Group (See Instructions)
(a) ___
(b) x

3. SEC Use Only:

4. Source of Funds (See Instructions):
AF

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): ___

6. Citizenship or Place of Organization:
Russian Federation

Number of	7. Sole Voting Power: 0 ordinary shares
Shares	-----
Beneficially	8. Shared Voting Power: 98,467,758 ordinary shares**
Owned by	-----
Each Reporting	9. Sole Dispositive Power: 0 ordinary shares
Person With	-----
	10. Shared Dispositive Power: 98,467,758 ordinary shares**

11. Aggregate Amount Beneficially Owned by Each Reporting Person: 98, 467,758 ordinary shares

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): ___

13. Percent of Class Represented by Amount in Row (11): 20.0%

14. Type of Reporting Person (See Instructions): IN

** Pursuant to Rule 13d-4 of the Act, the filing of this statement shall not be construed as an admission that Mr. Prokhorov is, for the purpose of Sections 13(d) or 13(g) of the Act, the beneficial owner of 98,467,758 ordinary shares.

This Amendment No. 1 ("Amendment No. 1") amends and supplements the Statement on Schedule 13D, originally filed on April 7, 2004 (the "Schedule 13D"), with respect to the ordinary shares, par value Rand 0.50 per share (the "Shares"), of Gold Fields Limited, a company organized under the laws of the Republic of South Africa (the "Company"). Unless otherwise indicated, capitalized terms used but not defined herein have the meanings assigned to such term in the Schedule 13D.

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Item 2. Identity and Background

Item 2 is amended by replacing and restating the 4th and the 5th paragraphs in their entirety as follows:

VLADIMIR O. POTANIN is a citizen of the Russian Federation whose present principal occupation is President of ZAO Interros Holding Company. As of July 31, 2004, Mr. Potanin beneficially owned 28.58% of the stock of Norilsk Nickel. Mr. Potanin's principal business address is 9, Bolshaya Yakimanka Street, Moscow 119180, Russia. During the past five years, Mr. Potanin has not been convicted in a criminal proceeding, excluding traffic violations or similar misdemeanors. Further, during the last five years, Mr. Potanin has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction where as a result of such proceeding he was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, United States federal or state securities laws or finding any violation with respect to such laws.

MIKHAIL D. PROKHOROV is a citizen of the Russian Federation whose present principal occupation is Chief Executive Officer of Norilsk Nickel. As of July 31, 2004, Mr. Prokhorov beneficially owned 28.58% of the stock of Norilsk Nickel. Mr. Prokhorov's principal business address is 22, Voznesensky Pereulok, Moscow 125009, Russia. During the last five years, Mr. Prokhorov has not been convicted in a criminal proceeding, excluding traffic violations or similar misdemeanors. Further, during the last five years, Mr. Prokhorov has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction where as a result of such proceeding he was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, United States federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 is amended by inserting the following as a new paragraph following the existing paragraph:

Pursuant to a Stock Purchase Agreement, dated July 29, 2004 (the "Intercompany Purchase Agreement"), Norilsk Nickel has acquired direct beneficial ownership of the Shares from Norimet. The proceeds from the sale of the Shares to Norilsk Nickel were applied by Norimet to the cancellation of the indebtedness owing by Norimet to Norilsk Nickel, which indebtedness was incurred by Norimet in connection with its original acquisition of the Shares for Norilsk Nickel.

Item 5. Interest in Securities of the Issuer

Item 5 is hereby amended and restated in its entirety as follows:

- (a)-(b) As of the date hereof, Norilsk Nickel beneficially owns 98,467,758 Shares, or 20.0% of the Shares outstanding as of June 30, 2004, based on the Company's Report on Form 6-K filed with the U.S. Securities and Exchange Commission on July 29, 2004. The sole power to vote or direct the voting of and the power to dispose or direct the disposition of, such Shares is held by Norilsk Nickel. Each of Mr. Potanin and Mr. Prokhorov, through his ownership and/or control of Norilsk Nickel, has the power to vote or direct the voting of and the power to dispose or direct the disposition of, such Shares. Accordingly, each of Mr. Potanin and Mr. Prokhorov may be deemed to be the beneficial owner of such Shares, and thereby the beneficial owner of 98,467,648 Shares, or 20.0% of the outstanding Shares. Mr. Potanin and Mr. Prokhorov each disclaims beneficial ownership of all such Shares pursuant to Rule

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13d-4 of the Act.

The number of shares beneficially owned by each of the Reporting Persons and the percentage of outstanding shares represented thereby have been computed in accordance with Rule 13d-3 under the Act.

- (c) Pursuant to the Intercompany Purchase Agreement, Norilsk Nickel purchased 98,467,758 Shares from Norimet for a total purchase price of US\$1,249,600,000. The price per Share was approximately US\$12.69.
- (d) All persons known to have the right to receive or the power to direct the dividends from, or the proceeds from the sale of, the securities described in this Item 5 are described in this statement.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Except as described above, none of the Reporting Persons, nor, to the knowledge of the Reporting Persons, any of the persons listed in Exhibit A, has any contract, arrangement, understanding or relationship (legal or otherwise) with any person with respect to any securities of the Company, including but not limited to transfer or voting of any such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to Be Filed as Exhibits

Item 7 is amended as follows:

Exhibit A as filed herewith replaces the Exhibit A attached to the Schedule 13D.

The following exhibit is inserted after Exhibit E:

Exhibit F Intercompany Purchase Agreement*

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: August 6, 2004

NORIMET LIMITED

By: /s/ Mikhail Prokhorov

Name: Mikhail Prokhorov

Title: Attorney-in-Fact

MMC NORILSK NICKEL

By: /s/ Mikhail Prokhorov

Name: Mikhail Prokhorov

Title: General Director

VLADIMIR O. POTANIN

By: /s/ Vladimir O. Potanin

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Name: Vladimir O. Potanin

MIKHAIL D. PROKHOROV

By: /s/ Mikhail Prokhorov

Name: Mikhail Prokhorov

EXHIBIT A

OFFICERS AND DIRECTORS OF PERSONS NAMED IN ITEM 2

EXECUTIVE OFFICERS AND DIRECTORS OF NORIMET LIMITED

Executive Officers of Norimet Limited

Name	Present Principal Occupation	Citizenship
David Gaddes	Managing Director of Base Metal Distribution	United Kingdom
Denis Lepetyukha	Managing Director of Precious Metals Distribution	Russian Federation

Board of Directors of Norimet Limited

Name	Present Principal Occupation	Citizenship
Victor Sprogis	Deputy General Director of Norilsk Nickel; Chairman of the Board of Directors of Norimet Limited.	Russian Federation
Alexander Popov	Chairman of the Management Board of Rosbank	Russian Federation
David Gaddes	See "Executive Officers of Norimet Limited" above	United Kingdom
Dmitry Glotov	Deputy General Director of Norilsk Nickel	Russian Federation
Marina Nefedova	General Director of ZAO "Normetimpex"	Russian Federation

EXECUTIVE OFFICERS AND DIRECTORS OF MMC NORILSK NICKEL

Executive Officers of MMC Norilsk Nickel

Name	Present Principal Occupation	Citizenship
Mikhail D. Prokhorov	General Director, Member of the Board of Directors and Chairman of the Management Board of Norilsk Nickel	Russian Federation
Maxim V. Finsky	Deputy Chairman of the Management Board, Deputy General Director and Head of the Commerce Division of Norilsk Nickel	Russian Federation
Igor A. Komarov	Deputy Chairman of the Management Board, Deputy General Director and Chief	Russian Federation

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Yuri A. Kotlyar	Financial Officer of Norilsk Nickel Deputy Chairman of the Management Board of Norilsk Nickel	Russian Federation
Tavakolian R. Morgan	Deputy Chairman of the Management Board of Norilsk Nickel, Deputy General Director	United States
Jokves I. Rozenberg	Deputy Chairman of the Management Board of Norilsk Nickel	Russian Federation
Leonid B. Rozhetskin	Member of the Board of Directors and Deputy Chairman of the Management Board of Norilsk Nickel	United States

Directors of MMC Norilsk Nickel

Name	Present Principal Occupation	Citizenship
Andrey E. Bugrov	Deputy Chairman of the Management Board of ZAO Interros Holding Company	Russian Federation
Guy de Selliers	Member of the Board of Directors of Solvay S.A. and Wimm-Bill-Dann	Belgium
Andrey A. Klishas	General Director of ZAO Interros Holding Company and Chairman of the Board of Norilsk Nickel.	Russian Federation
Ekaterina M. Salnikova	Director for Corporate Structures of ZAO Interros Holding Company	Russian Federation
Leonid B. Rozhetskin	See "Executive Officers of MMC Norilsk Nickel" above.	United States
Mikhail D. Prokhorov	See "Executive Officers of MMC Norilsk Nickel" above.	Russian Federation
Ronald Freeman	Honorary Co-Chairman of the International Tax and Investment Centre	United States
Heinz Schimmelbusch	Managing Director of the Safeguard International Fund	Austria
Vladimir I. Dolgikh	President of the Management Board of the Krasnoyarsk Fellow-countrymen association	Russian Federation

EXHIBIT F INTERCOMPANY PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT OF GOLD FIELDS LIMITED SHARES

between

NORIMET LIMITED

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and

OPEN JOINT STOCK COMPANY
"MINING AND METALLURGICAL COMPANY
"NORILSK NICKEL"

29th July, 2004

STOCK PURCHASE AGREEMENT

No _____

THIS STOCK PURCHASE AGREEMENT (hereafter the "Agreement") is made on 29th July, 2004 in Moscow by and between

NORIMET LIMITED, the company organized under the laws of England and Wales represented by the Director Glotov D.A., (hereafter the "Seller"), and

OPEN JOINT STOCK COMPANY "MINING AND METALLURGICAL Company "NORILSK NICKEL", an open joint stock company established and existing under the laws of the Russian Federation, represented by Deputy General Director Komarov I.A., acting on the basis of the power of attorney No GMK-51/161D (hereafter the "Buyer");

Seller and Buyer hereafter are collectively referred to as the "Parties", and individually as - the "Party".

WHEREAS

(1) Seller owns 98 467 758 (ninety eight million four hundred sixty seven thousand seven hundred fifty eight) ordinary registered non-documentary shares of Gold Fields Limited, a company organized under the laws of the Republic of South Africa, with par value of Rand 0.50 each, representing a total of 20,05% (twenty and five hundredth percent) of common stock of Gold Fields capital (hereafter "Shares");

(2) Buyer intends to acquire and Seller is willing to sell Shares to Buyer.

THE PARTIES HEREBY AGREE as follows:

PARAGRAPH 1
PURCHASE CONDITIONS

1.1. Share Purchase. In accordance with the terms and conditions of this Agreement, Seller agrees to sell Shares to Buyer, and Buyer agrees to purchase Shares from Seller.

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- 1.2. Purchase Price. In consideration for the Shares and in accordance with paragraph 1.3. hereof Buyer shall pay Seller the amount of 1 249 600 000 US Dollars (hereafter "Purchase Price").
- 1.3 Payment. Payment in the amount of Purchase Price shall be made within 90 (ninety) days upon execution of this Agreement by means of wire transfer to the Seller's bank account. The obligations to pay the Purchase Price shall be deemed fulfilled at the moment the payment is credited to the correspondent account of the Seller's bank. The payment can be made in installments.

PARAGRAPH 2. TRANSFER OF TITLE TO SHARES

Transfer of Title to Shares. Within 10 (ten) business days upon fulfillment by Buyer of all payment obligations in accordance with paragraph 1.3 of the Agreement, Seller is to perform all the necessary actions to transfer the title to Shares to Buyer.

PARAGRAPH 3. REPRESENTATIONS AND WARRANTIES

- 3.1 Representations and Warranties of Seller. Seller hereby represents and warrants that from date hereof and until the fulfillment by the Parties of their obligations hereunder, the following conditions will be true and accurate in all respects:
- (a) Organization and Good Standing. Seller is a company duly organized, validly existing and in a good standing under the Laws of England and Wales.
 - (b) Authority and Authorization. Seller has all requisite corporate power to enter into this Agreement, and has been duly authorized by all necessary corporate actions and approvals to execute and perform this Agreement, as well as to carry out all of its respective obligations hereunder.
 - (c) Approvals. Seller is not obliged to apply for or obtain any governmental permits or approvals in respect of execution and performance of this Agreement, or any actions hereunder.
 - (d) Sellers Obligations. All the obligations of Seller hereunder are lawful, valid and enforceable against Seller in accordance with the terms of this Agreement.
 - (e) Organizational Documents. Executions and performance by the Seller of this Agreement, and all transaction provided for herein, does not and will not contradict or conflict with the provisions of constituent, organizational or other documents, does not and will not result in any breach of such provisions.
 - (f) No Third Parties Related Conflicts. Executions and performance of this Agreement and all transactions provided for herein, will not conflict, violate or result in a breach of any obligations arising out of any agreements, to which Seller is a party, or by which any of the Sellers

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properties or assets are bound.

- (g) Absence of Litigation. To the knowledge of Seller, there are no actions, claims, investigations or any other similar actions undertaken or considered by any courts or governmental authorities, against Seller or its property which could have material adverse effect on the Seller's ability to carry out its obligations hereunder.

3.2 Representations and Warranties of Buyer. Buyer hereby represents and warrants that from date hereof and until the fulfillment by the Parties of their obligations hereunder, the following

conditions will be true and accurate in all respects:

- (a) Organization and Good Standing. Buyer is a company duly organized, validly existing and in a good standing under the Laws of the Russian Federation.
- (b) Authority and Authorization. Buyer has all requisite corporate power to enter into this Agreement, and has been duly authorized by all necessary corporate actions and approvals to execute and perform this Agreement, as well as to carry out all of its respective obligations hereunder.
- (c) Buyers Obligations. All the obligations of Buyer hereunder are lawful, valid and enforceable against Seller in accordance with the terms of this Agreement.
- (d) Organizational Documents. Executions and performance by the Buyer of this Agreement, and all transaction provided for herein, does not and will not contradict or conflict with the provisions of constituent, organizational or other documents, does not and will not result in any breach of such provisions.
- (e) No Third Parties Related Conflicts. Executions and performance of this Agreement and all transactions provided for herein, will not conflict, violate or result in a breach of any obligations arising out of any agreements, to which Buyer is a party, or by which any of the Buyer properties or assets are bound.

PARAGRAPH 4. ADDITIONAL OBLIGATIONS

4.1. Permits and Approvals. Parties are obliged to: (a) undertake their best efforts to obtain all permits and approvals, required to each Party in respect of execution and performance of this Agreement, or for any actions or transaction provides for herein, including, but not limited to, approval of Ministry for Economic Development and Trade of Russian Federation and of the Central Bank of Russian Federation; and (b) to inform the respective Party about any permits or approvals required and on the progress of the receiving such permits or approvals.

PARAGRAPH 5. DISPUTES RESOLUTION

5.1 Disputes Resolution. All disputes, disagreements and claims, arising out

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of this Agreement or in connection herewith, including its performance, breach, termination or invalidity, are to be finally settled in International Commercial Arbitration Court with the Russian Chamber of Commerce in accordance with its Rules.

PARAGRAPH 6. NOTICES

6.1 Notices. Any notices or notification provided for by or made in connection with this Agreement are to be made in writing in Russian language signed by the authorized person, sending this respective notice or notification, and submitted only (a) by hand, (b) by registered post with notification of receipt, (c) by facsimile, telegraph or telex (with confirmation of receipt) addressed:

To Seller: Cassini House, 6th Floor, 57 St. James Street, London SW1A 1LD,
----- United Kingdom - for attention of the Secretary/ Director.

To Buyer: MMC Norilsk Nickel, Voznesensky pereulok, 22, Moscow, 123104,
----- Russia - for attention of General Director.

6.2 Confirmation of Receipt of the Notice. The notification is considered submitted and received by the addressee: (a) upon receipt in case of hand delivery; or (b) upon receipt of the confirmation of receipt if sent by registered post, or (c) upon receipt of the confirmation of submission if sent by fax, telegraph or telex.

PARAGRAPH 7. MISCELLANEOUS

7.1. Expenses. Each Party shall bear its own expenses incidental to the execution of this Agreement, performance of stock purchase transaction hereunder.

7.2. Public Information. Except as provided for the Law, Buyer and Seller shall not publish any press-releases and make any other public announcements in connection with this Agreement and its provisions, without prior written consent of the other Party in relation of content and way of presenting such information.

7.3. Term. This Agreement shall become effective as of the date of its execution by the Parties and shall terminate upon full fulfillment of all obligations by the Parties hereunder, except when unilaterally terminated by any Party due to non-performance of the obligations of the other Party hereunder.

7.4. Headings. The headings used in this Agreement have been inserted for convenience only and may not be used to construe the the provisions hereof.

7.5. Assignment Not Permitted. Parties shall not assign in whole or in part any rights or obligations hereunder to any third parties without prior written consent of the other Party.

7.6. Entire Agreement. This Agreement constitutes the entire agreement between Parties hereto with respect to the subject matter hereof and supercedes all the

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previous agreements and arrangements, both oral and written.

7.7. Amendments. Any amendments or supplements to this Agreement are valid only if made in writing and signed by the Parties.

7.8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable the remaining provisions of this Agreement will remain in full force and effect and will not be effected by that provision.

7.9. Copies. This Agreement is made in Russian and English languages in two copies, one copy for each Party. Both copies constitute one and the same agreement.

7.10. Governing Law. This Agreement shall be governed by Laws of Russian Federation.

IN WITNESS WHEREOF Seller and Buyer duly executed this Agreement as of the day and year first before written.

On behalf of Seller:
NORIMET LIMITED

Glotov D.A.
Director

On behalf of Buyer:
OJSC "MMC "NORILSK NICKEL"

Komarov I.A.
Deputy General Director