

## U.S.\$309,192,058 Senior Secured Notes due 2024 (the “Notes”)

### issued by Interpipe Holdings Plc

*Capitalised terms used in this overview shall have the meaning ascribed thereto in the New Notes Terms and Conditions (as set out in full in the Information Memorandum to be published on the website of the issuer).*

*Noteholders are urged to review the New Notes Terms and Conditions in full, together with the other information concerning the Group provided in the Information Memorandum.*

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| <b>Notes</b>                               | U.S.\$309,192,058 10.25 per cent. senior secured notes due 2024  |
| <b>Issuer</b>                              | Interpipe Holdings Plc   |
| <b>Guarantors</b>                          | "INTERPIPE NIKO TUBE" LLC, PJSC "INTERPIPE NIZHNEDNEPROVSKY TUBE ROLLING PLANT", LLC "INTERPIPE UKRAINE", "DNEPROSTEEL - ENERGO" LLC, METALLURGICAL PLANT "DNEPROSTEEL" LLC, LLC "KLW UKRAINE" (together, the “ <b>Ukrainian Guarantors</b> ”), Interpipe Limited, Interpipe Central Trade GmbH, Interpipe Europe SA, Interpipe M.E. FZE, KLW-Wheelco SA, North American Interpipe Inc., Steel.One Limited and KLW Limited (together, the “ <b>Non-Ukrainian Guarantors</b> ”) and any Additional Guarantors (see Condition 2(b) ( <i>Addition of Guarantors</i> ) and Condition 4(q) ( <i>Additional Guarantors and Limitations on Guarantees</i> )). |
| <b>Maturity Date</b>                       | 31 December 2024   |
| <b>Redemption on First Instalment Date</b> | On 31 December 2023, the Issuer shall mandatorily redeem, at a redemption price equal to 100 per cent. of the principal amount of the Notes to be redeemed, Notes in an aggregate amount of U.S.\$150,000,000, plus accrued and unpaid interest, plus Additional Amounts, if any, to but not including 31 December 2023.   |
| <b>Issue Date</b>                          | 25 October 2019  |
| <b>Interest rate</b>                       | 10.25 per cent. per annum  |
| <b>Interest payment dates</b>              | Interest will be payable in equal instalments semi-annually in arrear on 30 June and 31 December in each year during the term of the Notes, except that (A) the first payment of interest will be made on 31 December 2019 and will be in respect of the period from and including the Issue Date to but excluding 31 December 2019 and (B) the last payment of interest will be made on the Maturity Date and will be in respect of the period from and including 30 June 2024 to but excluding the Maturity Date.  |
| <b>Collateral</b>                          | Security interests will be granted in favour of the New Security Agents for the benefit of, among others, the Trustee and the Noteholders and will secure the Notes on a <i>pari passu</i> basis with the Loan.<br><br>The Collateral will consist of the rights, property and assets securing the Notes and the Guarantees, as more particularly  |

described in the New Security Documents, and any rights, property or assets from time to time in (or over) which a Lien has been granted to secure the obligations of the Issuer and the Guarantors under the Notes, each Guarantee and the Notes Trust Deed.

The Collateral will be subject to release under certain circumstances. See Condition 3(c) (*Release of Collateral*).

## **Guarantees**

The Guarantors will, pursuant to the granting of the suretyships and guarantees under the Notes Guarantee and Surety Agreement and the Standalone Surety Agreement, jointly and severally, unconditionally and irrevocably guarantee, the due and punctual payment of all amounts becoming due and payable by the Issuer under the Notes Trust Deed, the Notes and the Notes Agency Agreement. Each suretyship under the Notes Guarantee and Surety Agreement and the Standalone Surety Agreement shall not constitute a guarantee obligation (in Ukrainian: *garantiya*) as that term is interpreted under Ukrainian law.

The Guarantees will be subject to legal limitations under relevant local law, including compliance with certain Ukrainian currency control regulations. See “*Risk Factors— The claims of Noteholders under the Guarantees may be limited under Ukrainian laws in the event that one or more of the Guarantors are declared bankrupt*” in the Information Memorandum included as Appendix 3.

A Guarantee of any Guarantor will be unconditionally released under certain circumstances including the delivery and approval of a resignation letter; see Condition 4(q) (*Additional Guarantors and Limitations on Guarantees*).

## **Redemption at the Option of the Issuer**

Subject to the terms of the New Intercreditor Agreement, the Issuer may, at its option, redeem all or part of the Notes, on no less than 10 and no more than 60 days’ notice, at a redemption price equal to 100 per cent. of the principal amount of the Notes, together with interest accrued to (but excluding) the date fixed for redemption.

## **Redemption upon Change of Control**

Upon the occurrence of certain change of control events, the Issuer must notify the Trustee thereof and each Noteholder shall have the option, exercisable within 30 days of the date of notice by the Issuer, to require the Issuer to redeem all or part of the Notes held by it at a redemption price equal to 100 per cent. of the principal amount of the Notes, together with interest accrued and unpaid up to (but excluding) the date of purchase.

## **Exit fee**

On the Final Discharge Date, the Issuer will pay for the account of each Noteholder, pro rata to the outstanding principal amount of Notes held by it immediately prior the Final Discharge Date, an exit fee in an amount equal to the Noteholder Proportion of US\$40,000,000, provided that no such exit fee shall be payable if the Final Discharge Date occurs prior to the fourth anniversary of the Issue Date.

### **Special Payment**

If any fee or other payment is paid to any lender under the New Facility Agreement for the purpose of amending or waiving any term of the Loan which (if breached) would give rise to a cross default under the terms of the Notes, in an amount in excess of US\$200,000, for any such payment or related payments, the Issuer shall be required to make a special payment to the holders of the Notes of an amount equal to such fee or other payment multiplied by the ratio equal to the outstanding principal amount of the Notes on the Issue Date, divided by the outstanding principal amount of the Loan on the Issue Date.

### **Ranking of the Notes and the Guarantees**

The Notes will constitute direct, unsubordinated and unconditional obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves.

The Notes and the Guarantees are:

- (i) senior secured obligations of the Issuer and of the Guarantors, secured by the Collateral on a first priority basis, and *pari passu* in right of payment with the obligations under the New Facility Agreement, subject to the ranking more particularly set out in the New Intercreditor Agreement;
- (ii) *pari passu* in right of payment with any existing or future unsecured and unsubordinated Indebtedness of the Issuer or the Guarantors with respect to any assets of the Issuer and/or the Guarantors that do not constitute the Collateral;
- (iii) senior in right of payment to all existing and future subordinated Indebtedness and any other subordinated liabilities of the Issuer and/or the Guarantors;
- (iv) effectively subordinated in right of payment to any existing and future Indebtedness of the Issuer and of the Guarantors that is secured by Liens over assets that do not secure the Notes, to the extent of the value of the assets securing such Indebtedness; and
- (v) in the case of the Notes, structurally subordinated to any existing and future obligations of the Issuer's Subsidiaries that are not Guarantors.

See Condition 2 (*Guarantees and Status*).

### **Taxation**

All payments of the principal of, premium on, if any, and interest on the Notes or under the Guarantees shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Cyprus or any political or governmental subdivision or authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event and in the event that any payment under the Guarantees is subject to any such taxes, the Issuer (or, as the case may be, the Guarantors), subject to customary exceptions,

shall pay such additional amounts as will result in receipt by the Noteholders of such amounts as would have been received by them had no such withholding or deduction been required. See Condition 8 (*Taxation*).

#### **Certain covenants**

The Conditions, among other things, will restrict the ability of the Issuer and its Subsidiaries to:

- incur or guarantee additional debt and issue certain capital stock;
- create or permit certain liens to exist;
- make certain restricted payments, including dividends or other distributions, purchasing for value or exchanging any capital stock, prepaying or redeeming subordinated debt before its maturity and paying Shareholder Funding (as defined in the Conditions);
- engage in certain transactions with affiliates;
- sell, lease or transfer certain assets (including a requirement to apply certain asset sale proceeds for debt service rather than re-investment);
- incur debt subordinated in right of payment to any senior debt unless such debt is subordinated in right of payment and priority to the Notes and Guarantees;
- impair the security interests for the benefit of the Noteholders; and
- merge or consolidate the Issuer or any Guarantor with other entities or transfer all or substantially all of the Issuer's or a Guarantor's assets.

Each of the covenants is subject to significant exceptions and qualifications. See Condition 4 (*Covenants*).

#### **Events of Default**

The Conditions permit the acceleration of the Notes following the occurrence of the following events of default:

- non-payment of principal or interest on the Notes;
- breach of liens covenant or merger covenant in the Conditions;
- breach of other obligations under the Notes or the Notes Contracts or the New Security Documents;
- cross-payment default and cross-acceleration to certain debt;
- cross-default to event of default occurring by reason of a breach of certain financial covenants or other obligations under the New Facility Agreement;
- occurrence of certain enforcement proceedings;
- expropriation;
- failure to pay certain final judgments;
- certain insolvency events;

- winding up and cessation of business;
- nationalization;
- illegality;
- the Notes Trust Deed, the Notes or the Guarantees not being in full force and effect or unenforceable;
- security interests on any Collateral ceasing to be in full force and effect;
- analogous events; and
- failure to comply with clause 17.2(b) or 17.2(c) of the New Intercreditor Agreement.

See Condition 10 (*Events of Default*).

**US transfer restrictions**

The Notes and the Guarantees have not been, and will not be, registered under the Securities Act or the securities laws of any state of the United States or other jurisdiction and may not be offered or sold within the United States except in compliance with, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and the applicable laws of other jurisdictions.

Following their issue, the Notes or the Guarantees will not constitute “restricted securities” for purposes of Rule 144 under the Securities Act. Transfers of Notes by holders will not be subject to any distribution compliance period, as defined in, and pursuant to, Regulation S under the Securities Act.

**Governing Law**

The Notes, the Notes Guarantee and Surety Agreement, the Standalone Surety Agreement, the Notes Agency Agreement, the Notes Trust Deed and the New Intercreditor Agreement will be governed by English law.

**Trustee**

Madison Pacific Trust Limited.

**Registrar**

Citigroup Global Markets Europe AG.

**Principal Paying Agent**

Citibank, N.A., London Branch.

**Transfer Agent**

Citibank, N.A., London Branch.

**Expected Listing**

Securities Official List of the LuxSE.

**Security Codes**

ISIN: XS2051121544; Common Code: 205112154