

ORIGINAL

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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BFI GROUP DIVINO CORPORATION, :

Plaintiff. :

v. :

JSC RUSSIAN ALUMINUM d/b/a RUSAL, et al., :

Defendants. :

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06 Civ. 2093 (WCC) (LMS)

ECF Case

**USDC SDNY  
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**DEFENDANTS' REVISED CONSENT TO JURISDICTION IN NIGERIA,  
AGREEMENT TO ACCEPT SERVICE OF PROCESS, AND  
AGREEMENT NOT TO PLEAD NIGERIAN STATUTE OF  
LIMITATIONS**

Pursuant to the Court's Opinion and Order, dated March 23, 2006, Defendants JSC Russian Aluminum d/b/a RUSAL ("Rusal"), JSC Bratsk Aluminum Plant, RUSAL America Corp., and Dayson Holding Ltd. (collectively, "Defendants") hereby consent to submit to the jurisdiction of a Nigerian court with respect to the claims pleaded in plaintiff BFI Group Divino Corp.'s complaint. Defendants further agree, provided that they are served in the manner set forth herein, to waive any and all objections to service of process, and to accept service of any process of court required to be served on the Defendants in any suit instituted by the Plaintiff in Nigeria with respect to such claims by registered mail at Rusal's principal place of business:

RUSAL  
13/1, Nikoloyamskaya str.  
Moscow, 109240  
Russia  
Attn: William Spiegelberger

Additionally, Defendants hereby agree not to plead or rely on any limitations period (i) by which Plaintiff's claims in this suit might have become barred in the Nigerian court, or

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(ii) which is applicable under Nigerian law to such claims, in respect of any action commenced by the Plaintiff in Nigeria, within a period of three years from the date of entry of final judgment dismissing this action, including exhaustion of any appeal.

Defendants further hereby agree that in the event that a Nigerian court of proper jurisdiction declines to accept jurisdiction of an action commenced by the Plaintiff with respect to the Plaintiff's claims, or in the event the Defendants fail to comply with the terms outlined in this consent, Plaintiff may move this Court to re-open this action, provided, however, that Defendants shall retain all defenses that they may have to Plaintiff's claims, including without limitation insufficient service of process and lack of personal jurisdiction.

Dated: New York, New York  
April 23, 2007

GIBSON, DUNN & CRUTCHER LLP

By: Marshall R. King 12/19/07  
Marshall R. King (MK-1642)  
200 Park Avenue, 47th Floor  
New York, New York 10166-0193  
(212) 351-4000

Attorneys for Defendants

Dated: White Plains, NY  
SQ ORDERED: 4/25/07  
William C. Conner  
Hon. William C. Conner