

VERINT SYSTEMS INC  
Form 10-Q  
June 08, 2011  
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**UNITED STATES SECURITIES AND EXCHANGE COMMISSION**

**WASHINGTON, DC 20549**

**FORM 10-Q**

(Mark One)

- QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended April 30, 2011

OR

- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_.

Commission File No. 001-34807

**Verint Systems Inc.**

(Exact Name of Registrant as Specified in its Charter)

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Delaware  
(State or Other Jurisdiction of Incorporation or  
Organization)

11-3200514  
(I.R.S. Employer Identification No.)

330 South Service Road, Melville, New York  
(Address of Principal Executive Offices)

11747  
(Zip Code)

(631) 962-9600  
(Registrant's Telephone Number, Including Area Code)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.40S of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). \* Yes  No

\* The registrant is not presently required to submit Interactive Data Files.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of large accelerated filer, accelerated filer and smaller reporting company in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer  Accelerated Filer  Non-Accelerated Filer  Smaller Reporting Company   
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

There were 38,329,445 shares of the registrant's common stock outstanding on May 16, 2011.

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**Cautionary Note on Forward-Looking Statements**

Certain statements discussed in this report constitute forward-looking statements, which include financial projections, statements of plans and objectives for future operations, statements of future economic performance, and statements of assumptions relating thereto. Forward-looking statements are often identified by future or conditional words such as will, plans, expects, intends, believes, seeks, estimates, or anticipated variations of such words or by similar expressions. There can be no assurances that forward-looking statements will be achieved. By their very nature, forward-looking statements involve known and unknown risks, uncertainties, and other important factors that could cause our actual results or conditions to differ materially from those expressed or implied by such forward-looking statements. Important risks, uncertainties, and other factors that could cause our actual results or conditions to differ materially from our forward-looking statements include, among others:

- uncertainties regarding the impact of general economic conditions, particularly in information technology spending, on our business;
- risks due to aggressive competition in all of our markets, including with respect to maintaining margins and sufficient levels of investment in our business;
- risks associated with keeping pace with technological changes and evolving industry standards in our product offerings and with successfully introducing new, quality products which meet customer needs and achieve market acceptance;
- risks created by continued consolidation of competitors or introduction of large competitors in our markets with greater resources than we have;
- risks associated with successfully competing for, consummating, and implementing mergers and acquisitions, including risks associated with capital constraints, post-acquisition integration activities, and potential asset impairments;
- risks that customers or partners delay or cancel orders or are unable to honor contractual commitments due to liquidity issues, challenges in their business, or otherwise;
- risks relating to our implementation and maintenance of adequate systems and internal controls for our current and future operations and reporting needs and related risks of financial statement omissions, misstatements, restatements, or filing delays;
- risks associated with being a consolidated, controlled subsidiary of Comverse Technology, Inc. ( Comverse ) and formerly part of Comverse s consolidated tax group, including risks of any future impact on us resulting from Comverse s extended filing delay or any other future issues;

- risks associated with Converse controlling our board of directors and the outcome of all matters submitted for stockholder action, including the approval of significant corporate

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transactions, such as certain equity issuances or mergers and acquisitions, as well as speculation or announcements regarding Converse's strategic plans;

- risks that products may contain undetected defects which could expose us to substantial liability;
  
- risks associated with allocating limited financial and human resources to opportunities that may not come to fruition or produce satisfactory returns;
  
- risks associated with significant foreign and international operations, including exposure to regions subject to political instability or fluctuations in exchange rates;
  
- risks associated with complex and changing local and foreign regulatory environments;
  
- risks associated with our ability to recruit and retain qualified personnel in geographies in which we operate;
  
- challenges in accurately forecasting revenue and expenses and maintaining profitability;
  
- risks relating to our ability to improve our infrastructure to support growth;
  
- risks that our intellectual property rights may not be adequate to protect our business or assets or that others may make claims on our intellectual property or claim infringement on their intellectual property rights;
  
- risks associated with a significant amount of our business coming from domestic and foreign government customers, including the ability to maintain security clearances for certain projects;
  
- risks that we improperly handle sensitive or confidential information or perception of such mishandling;

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- risks associated with our dependence on a limited number of suppliers or original equipment manufacturers ( OEMs ) for certain components of our products;
- risks that we are unable to maintain and enhance relationships with key resellers, partners, and systems integrators;
- risks that contract terms may expose us to unlimited liability or other unfavorable positions and risks that we may experience losses that are not covered by insurance;
- risks that we will experience liquidity or working capital issues and related risks that financing sources will be unavailable to us on reasonable terms or at all;
- risks associated with significant leverage resulting from our current debt position;

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- risks that we will be unable to comply with the leverage ratio covenant under our credit facility;
  
- risks that our credit rating could be downgraded or placed on a credit watch;
  
- risks relating to timely implementation of new accounting pronouncements or new interpretations of existing accounting pronouncements and related risks of future restatements or filing delays;
  
- risks associated with future regulatory actions or private litigations relating to our extended filing delay and related circumstances;  
and
  
- risks that use of our tax benefits may be restricted or eliminated in the future.

These risks, uncertainties and challenges, as well as other factors, are discussed in greater detail under Item 1A of our Annual Report on Form 10-K for the year ended January 31, 2011. You are cautioned not to place undue reliance on forward-looking statements, which reflect our management's view only as of the date of this report. We make no commitment to revise or update any forward-looking statements in order to reflect events or circumstances after the date any such statement is made, except as otherwise required under the federal securities laws. If we were in any particular instance to update or correct a forward-looking statement, investors and others should not conclude that we would make additional updates or corrections thereafter except as otherwise required under the federal securities laws.

Table of Contents**PART I. FINANCIAL INFORMATION****Item 1. Financial Statements.****VERINT SYSTEMS INC. AND SUBSIDIARIES****Condensed Consolidated Balance Sheets****April 30, 2011 and January 31, 2011****(Unaudited)**

(in thousands, except share and per share data)	April 30, 2011	January 31, 2011
<b>Assets</b>		
<b>Current Assets:</b>		
Cash and cash equivalents	\$ 179,358	\$ 169,906
Restricted cash and bank time deposits	12,305	13,639
Accounts receivable, net	137,553	150,769
Inventories	20,650	16,987
Deferred cost of revenue	5,500	6,269
Prepaid expenses and other current assets	45,157	44,374
<b>Total current assets</b>	<b>400,523</b>	<b>401,944</b>
Property and equipment, net	24,297	23,176
Goodwill	757,463	738,674
Intangible assets, net	155,554	157,071
Capitalized software development costs, net	6,630	6,787
Long-term deferred cost of revenue	20,924	21,715
Other assets	32,776	26,760
<b>Total assets</b>	<b>\$ 1,398,167</b>	<b>\$ 1,376,127</b>
<b>Liabilities, Preferred Stock, and Stockholders Equity</b>		
<b>Current Liabilities:</b>		
Accounts payable	\$ 37,502	\$ 36,861
Accrued expenses and other current liabilities	147,646	163,029
Current maturities of long-term debt	4,500	
Deferred revenue	144,048	142,465
Liabilities to affiliates	1,951	1,847
<b>Total current liabilities</b>	<b>335,647</b>	<b>344,202</b>
Long-term debt	592,500	583,234
Long-term deferred revenue	39,391	40,424
Other liabilities	43,821	45,038
<b>Total liabilities</b>	<b>1,011,359</b>	<b>1,012,898</b>
<b>Preferred Stock</b> - \$0.001 par value; authorized 2,500,000 shares. Series A convertible preferred stock; 293,000 shares issued and outstanding; aggregate liquidation preference and redemption value of \$341,918 at April 30, 2011.	<b>285,542</b>	<b>285,542</b>
<b>Commitments and Contingencies</b>		
<b>Stockholders Equity:</b>		

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Common stock - \$0.001 par value; authorized 120,000,000 shares. Issued 38,579,000 and 37,349,000 shares; outstanding 38,305,000 and 37,089,000 shares as of April 30, 2011 and January 31, 2011, respectively.	39	38
Additional paid-in capital	531,422	519,834
Treasury stock, at cost - 274,000 and 260,000 shares as of April 30, 2011 and January 31, 2011, respectively.	(7,141)	(6,639)
Accumulated deficit	(394,869)	(394,757)
Accumulated other comprehensive loss	(31,196)	(42,069)
<b>Total Verint Systems Inc. stockholders equity</b>	<b>98,255</b>	<b>76,407</b>
Noncontrolling interest	3,011	20

obligated to notify the trustee of any default or defaults in the performance of any covenants or agreements under the relevant indenture.

**Covenants**

Unless otherwise specified in this prospectus or the applicable prospectus supplement, the debt securities will not have the benefit of any covenants that limit or restrict our business or operations or the incurrence by us of indebtedness. We will describe in the applicable prospectus supplement any material covenants of a series of debt securities.

**Consolidation, Merger and Sale of Assets**

Unless specified otherwise in the applicable prospectus supplement, the indentures will provide that Mittal Steel shall not consolidate with, merge with or into, or sell, convey, transfer, lease or otherwise dispose of all or substantially all of its property and assets (as an entirety or substantially an entirety) to, any person unless:

Mittal Steel shall be the continuing person, or the person (if other than Mittal Steel) formed by such consolidation or into which Mittal Steel is merged or

that  
acquired  
such  
property  
and assets  
of Mittal  
Steel shall  
expressly  
assume,  
by a  
supplemental  
indenture,  
executed  
and  
delivered  
to the  
trustee, all  
of the  
obligations  
of Mittal  
Steel on  
all of the  
issued  
debt  
securities  
and under  
the  
relevant  
indenture;

immediately  
after  
giving  
effect to  
such  
transaction,  
no default  
or Event  
of Default  
shall have  
occurred  
and be  
continuing;  
and

Mittal  
Steel  
satisfies  
any other  
requirements  
specified  
in the  
applicable  
prospectus  
supplement  
relating to  
a  
particular  
series of  
debt

securities.

**Modification and Waiver**

The indentures will provide that Mittal Steel and the trustee may amend or supplement the relevant indenture or the debt securities without notice to or the consent of any holder:

to cure any ambiguity, defect or inconsistency;

to comply with the relevant indenture's restrictions on consolidation, merger and sale of assets described above under "Consolidation, Merger and Sale of Assets";

to provide for uncertificated debt securities in addition to or in place of certificated debt securities;

to make any change that does not adversely affect the

interests  
thereunder  
of any  
holder;

to qualify  
the  
relevant  
indenture  
under the  
Trust  
Indenture  
Act of  
1939, as  
amended  
("TIA")  
or to  
comply  
with the  
requirements  
of the  
SEC in  
order to  
maintain  
the  
qualification  
of such  
indenture  
under the  
TIA;

to  
evidence  
the  
succession  
of another  
person to  
Mittal  
Steel and  
that  
person's  
assumption  
of Mittal  
Steel's  
covenants;

to add to  
Mittal  
Steel's  
covenants;

to add any  
additional  
Events of  
Default;

to make certain changes with respect to bearer securities;

to secure the debt securities;

to establish the form or terms of debt securities;

to evidence the appointment of a successor trustee under the relevant indenture;

to close the relevant indenture with respect to authentication and delivery of additional series of debt securities; or

to supplement the relevant indenture in order to permit the defeasance and discharge of any series of debt securities.

The indentures will provide that Mittal Steel and the trustee may make modifications and amendments to the relevant indenture with the consent of the holders of not less than a majority in aggregate principal amount at maturity

of the outstanding debt securities in a series; provided, however, that no such modification or amendment may, without the consent of each holder affected thereby,

change the stated maturity of the principal of, or any installment of interest on, any debt security;

reduce the principal amount of, or premium, if any, or interest on, any debt security;

reduce the amount of a debt security's principal that would be due and payable upon a declaration of acceleration, if the debt security provides for less than the principal amount thereof to be due and payable upon such a declaration of

acceleration;

reduce the amount of a debt security's principal that would be provable in bankruptcy, if the debt security provides for less than the principal amount thereof to be due and payable upon a declaration of acceleration;

change the place of payment of, the currency of payment of principal of, or premium, if any, or interest on, any debt security, except as permitted under "Denomination and Form of Debt Securities" above; Redenomi

impair the right to institute suit for the

enforcement  
of any  
payment  
on or after  
the stated  
maturity  
(or, in the  
case of a  
redemption,  
on or after  
the  
redemption  
date) of  
any debt  
security;

reduce the  
above-stated  
percentage  
of  
outstanding  
debt  
securities  
the  
consent of  
whose  
holders is  
necessary  
to modify  
or amend  
the  
relevant  
indenture;

modify  
the  
provisions  
described  
under  
"Additional  
Amounts"  
in any  
manner  
adverse to  
the  
holders;

reduce the  
percentage  
or  
aggregate  
principal  
amount at  
maturity  
of  
outstanding  
debt  
securities  
the

consent of whose holders is necessary for waiver of compliance with certain provisions of the indenture or for waiver of certain defaults; or

modify the subordination provisions of the relevant indenture, including the related definitions, to adversely affect the holders of the debt securities in any material respect.

**Book-entry and other indirect holders should consult their banks or brokers for information on how approval may be granted or denied if Mittal Steel seeks to change the relevant indenture or the debt securities or requests a waiver.**

**Additional Amounts**

Unless the terms of the debt securities state otherwise, all payments that Mittal Steel and its respective successors (each, a "Payer") make under or with respect to the issued debt securities will be made free and clear of and

without withholding or deduction for or on account of, any present or future tax, duty, levy, impost, assessment or other governmental charge (including, without limitation, penalties, interest, and other similar liabilities related thereto) of whatever nature (collectively, "Taxes")

imposed or levied by or on behalf of any jurisdiction in which the Payer is incorporated, organized, or otherwise resident for tax purposes, any jurisdiction from which any of the foregoing makes a payment on the issued debt securities or any political subdivision or taxing authority of or in such jurisdictions (the "Relevant Taxing Jurisdiction"), unless the withholding or deduction of such Taxes is then required by law. If the Payer is required to withhold or deduct any amount for or on account of Taxes imposed or levied on behalf of a Relevant Taxing Jurisdiction from any payment made under or with respect to the issued debt securities, the Payer will pay additional amounts ("Additional Amounts") as may be necessary to ensure that the net amount received by each holder (including Additional Amounts) after such withholding or deduction will not be less than the amount provided for in such debt securities to be then due and payable; provided that the Payer will not be required to make any payment of Additional Amounts for or on account of:

(1) any Taxes which would not have been imposed but for the existence of any present or former connection between the holder or beneficial owner (or between a fiduciary, settlor, beneficiary, partner of, member or shareholder of, or possessor of a power over, the relevant holder, if the relevant holder is an estate, trust, nominee,

partnership, limited liability company or corporation) and the Relevant Taxing Jurisdiction, including such holder or beneficial owner (or such fiduciary, settlor, beneficiary, partner, member, shareholder or possessor) being or having been a citizen, resident or national thereof or being or having been present or engaged in trade or business therein or having or having had a permanent establishment therein, but excluding, in each case, any connection arising solely from the mere holding of an issued debt security or the receipt of any payment thereon;

(2) any estate, inheritance, gift, sales, excise, transfer, capital gains, personal property or similar Taxes;

(3) any Taxes which are payable otherwise than by withholding or deduction from payment of (or in respect of) principal, premium or interest on the issued debt securities;

(4) any Taxes that are imposed or withheld by reason of the failure to comply with certification, information, identification,

documentation or other reporting requirements concerning the nationality, residence, identity or connection with a Relevant Taxing Jurisdiction of the holder or beneficial owner (including, without limitation, a certification that such holder or beneficial owner is not a resident of a Relevant Taxing Jurisdiction), or to make any valid or timely declaration or similar claim or satisfy any other reporting requirement relating to such matters if compliance is required as a precondition to exemption from, or a reduction in the rate of withholding or deduction of, Taxes imposed by the Relevant Taxing Jurisdiction;

(5) any Taxes which would not have been imposed but for the presentation of the issued debt security (where presentation is required) for payment on a date more than 30 days after the date on which such payment is first made available to the holder or beneficial owner except to the extent that the holder or beneficial owner thereof would have been entitled to Additional Amounts had the issued debt securities been presented for

payment on any date during such 30 day period;

(6) any Taxes imposed on or with respect to any payment by the Payer to the holder if such holder is a fiduciary or partnership or any person other than the sole beneficial owner of such payment to the extent that Taxes would not have been imposed had such holder been the sole beneficial owner of the issued debt security;

(7) any withholding or deduction in respect of any Taxes where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of November 26-27, 2000 on the taxation of savings income, or any law implementing or complying with, or introduced in order to conform to, any such Directive;

(8) any Taxes a Paying Agent is required to withhold or deduct from a payment on an issued debt security, if the payment can be made without such deduction or withholding by any other Paying Agent; or

(9) any combination of the above.

Such Additional Amounts also will not be payable where, had the beneficial owner of the issued debt security been the holder, it would not have been entitled to payment of Additional Amounts by reason of any of clauses (1) to (9) inclusive above.

The applicable prospectus statement relating to the issued debt securities may describe additional circumstances in which the Payer would not be required to pay Additional Amounts.

**Optional Redemption for Taxation Reasons**

Mittal Steel may, at its option, redeem all, but not part, of any series of issued debt securities, at any time upon giving not less than 30 nor more than 60 days' notice to the holders thereof, at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon, if any, to the date of redemption (a "Tax Redemption Date") or, for original issue discount securities, the redemption price specified in the applicable prospectus supplement, if the Payer determines in good faith that the Payer is, or on the next

interest payment date in respect of the issued debt securities would be, required to pay Additional Amounts on the issued debt securities and the Payer cannot avoid such obligation by taking reasonable measures available to it, as a result of:

(1) any change in, or amendment to, the laws or treaties (or any regulations or rulings promulgated thereunder) of a Relevant Taxing Jurisdiction (as defined above under "Additional Amounts") which becomes effective on or after the issuance of the issued debt securities on their issue date (or, in the case of a successor, after the date of assumption by the successor of Mittal Steel's obligations hereunder); or

(2) any change in official position regarding the application, administration or interpretation of such laws, treaties, regulations or rulings of a Relevant Taxing Jurisdiction (including a holding, judgment or order by a court of competent jurisdiction), which change in official position becomes effective on or after the issuance of the issued debt securities on their issue date (or, in the case of a successor, after the date of assumption by the successor of Mittal

Steel's obligations hereunder).

Notice of redemption for taxation reasons will be given in accordance with the procedures described in the applicable prospectus supplement.

Notwithstanding the foregoing, no such notice of redemption will be given earlier than 90 days prior to the earliest date on which the Payer would be obliged to make such payment of Additional Amounts or withholding if a payment in respect of the issued debt securities were then due. Prior to the giving of any notice of redemption described in this paragraph, the Payer shall deliver to the applicable trustee an officers' certificate and a written opinion of independent tax counsel stating that Mittal Steel is entitled to effect the redemption and setting forth a statement of facts showing that the conditions precedent to the right to redeem have occurred. The trustee will accept such officers' certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent described above, in which event it will be conclusive and binding on the holders.

**Governing Law and Consent to Jurisdiction and Service**

Any issued debt securities and the indentures will be governed by the laws of the State of New York. Mittal Steel will appoint Mittal Steel USA ISG Inc., 4020 Kinross Lakes Parkway, Richfield, Ohio 44286-9000, as its agent for service of process in any legal proceeding with respect to the indentures or the debt securities and for actions

brought under United States  
federal or state securities

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laws, in any federal or state court located in The City of New York. Mittal Steel will also agree to submit to the non-exclusive jurisdiction of those courts.

#### **Notices**

All notices to holders of any issued debt securities may be sent by first-class mail or facsimile transmission (with an original to follow by first-class mail) to them at their respective registered addresses. Any such notice shall be deemed to have been given, if mailed in the manner provided above within the time prescribed, whether or not the addressee receives it.

#### **No Personal Liability of Incorporators, Shareholders, Officers, Directors or Employees**

The indentures will provide that no recourse for the payment of the principal of, premium, if any, or interest on any of Mittal Steel's debt securities or for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of Mittal Steel in the indentures, or in any of Mittal Steel's debt securities or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, shareholder, officer, director, employee or controlling person of Mittal Steel or of any successor person thereof. Each holder, by accepting the notes, waives and releases all such liability.

Each trustee may resign or be removed with respect to one or more series of indenture securities provided that a successor trustee is appointed to act with respect

to these series. In the event that two or more persons are acting as trustee with respect to different series of indenture securities under one of the indentures, each of the trustees will be a trustee of a trust separate and apart from the trust administered by any other trustee.

#### **Concerning the Trustee**

Each indenture will provide that, except during the continuance of an Event of Default or default, the trustee will not be liable, except for the performance of such duties as are specifically set forth in such indenture. If an Event of Default has occurred and is continuing, the trustee will use the same degree of care and skill in its exercise as a prudent person would exercise under the circumstances in the conduct of such person's own affairs.

The indentures and provisions of the TIA incorporated by reference in the indentures contain limitations on the rights of the trustee, should it become Mittal Steel's creditor, to obtain payment of claims in certain cases or to realise on certain property received by it in respect of any such claims, as security or otherwise. The trustee is permitted to engage in other transactions; provided, however, that if it acquires any conflicting interest, it must eliminate such conflict or resign.

#### **Defeasance**

The following provisions will be applicable to each series of debt securities unless we state in the applicable prospectus supplement that the provisions of covenant defeasance and full defeasance will not be applicable to that series.

***Defeasance and Discharge***

The indentures will provide that Mittal Steel will be deemed to have paid and will be discharged from any and all obligations in respect of any issued series of debt securities, and the provisions of the indenture will no longer be in effect with respect to the debt securities (except for, among other matters, certain obligations to register the transfer or exchange of the debt securities, to replace stolen,

lost or mutilated debt securities, to maintain paying agencies and to hold monies for payment in trust) if, among other things:

(1) Mittal Steel has irrevocably deposited with the trustee, in trust, money and/or Government Obligations (as defined in the indentures) that through the payment of interest and principal in respect of those monies and/or Government Obligations in accordance with their terms, will provide money in an amount sufficient to pay the principal of, premium, if any, and interest, if any, on the series of debt securities on the stated maturity of such payments and any applicable sinking fund or analogous payments in accordance with the terms of the indentures and the debt securities;

(2) Mittal Steel has delivered to the trustee an opinion of counsel stating that (x) Mittal Steel has received from, or there has been published by, the U.S. Internal Revenue Service a ruling, or (y) since the date of the indenture, there has been a change in applicable U.S. federal income tax law, in either case to the effect that

(and based thereon such opinion shall confirm that) the holders of the outstanding issued debt securities will not recognize income, gain, or loss for U.S. federal income tax purposes as a result of such legal defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such legal defeasance had not occurred; and

(3) Mittal Steel has delivered to the trustee an officers' certificate and an opinion of counsel, each stating that all the conditions precedent to full defeasance have been complied with.

***Defeasance of Certain Covenants and Certain Events of Default***

The indentures further will provide that Mittal Steel will be released from its obligations under all the covenants described in any prospectus supplement and certain covenants contained in such indenture, and that Mittal Steel's omission to comply with these obligations shall be deemed not to be an Event of Default upon, among other things,

(1) the satisfaction of the provisions described in clause (1) of the

paragraph entitled "Defeasance and Discharge" above;

(2) Mittal Steel has delivered to the trustee an opinion of counsel to the effect that the holders of the outstanding issued debt securities will not recognize income, gain, or loss for U.S. federal income tax purposes as a result of such covenant defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred; and

(3) Mittal Steel has delivered to the trustee an officers' certificate and an opinion of counsel, each stating that all the conditions precedent to covenant defeasance have been complied with.

***Defeasance and Certain Other Events of Default***

In the event Mittal Steel exercises its option to omit compliance with certain covenants and provisions of the relevant indenture with respect to a series of debt securities as described in the immediately preceding paragraph and the debt securities are declared due and payable because of the occurrence of an Event of Default that remains

applicable, the amount of money and/or Government Obligations on deposit with the trustee will be sufficient to pay amounts due on the debt securities at the time of their stated maturity but may not be sufficient to pay amounts due on the debt securities at the time of the acceleration resulting from such Event of Default. However, Mittal Steel will remain liable for such payments.

**Satisfaction and Discharge**

Unless specified otherwise in the applicable prospectus supplement, the indentures will cease to be of further effect, and we will be deemed to have satisfied and discharged the relevant indenture with respect to a particular series of debt securities, when the following conditions have been satisfied:

all debt securities of that series not previously delivered to the trustee for cancellation have become due and payable or will become due and payable at their stated maturity or on a redemption date within one year;

we deposit with the trustee, in trust, funds sufficient to pay the entire indebtedness on the debt securities of that series that had not been previously delivered

for cancellation, for the principal and interest to the date of the deposit (for debt securities that have become due and payable) or to the stated maturity or the redemption date, as the case may be (for debt securities that have not become due and payable);

we have paid or caused to be paid all other sums payable under the indenture in respect of that series; and

we have delivered to the trustee an officer's certificate and opinion of counsel, stating that all these conditions have been complied

with.

We will remain obligated to provide for registration of transfer and exchange and to provide notices of redemption.

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## **DESCRIPTION OF CAPITAL STOCK**

Mittal Steel (formerly known as Ispat International N.V.) was originally incorporated under the laws of The Netherlands on May 27, 1997 and has its statutory seat in Rotterdam. Mittal Steel's Articles of Association were last amended on June 21, 2005, in conjunction with its 2005 annual meeting of shareholders.

The following description of Mittal Steel's share capital does not purport to be complete and is qualified in its entirety by reference to, and should be read in conjunction with, the full text of Mittal Steel's Articles of Association. The full text of Mittal Steel's Articles of Association, including the amendment dated June 21, 2005, is included as an exhibit to the registration statement of which this prospectus forms a part and is available, in Dutch and English, at Mittal Steel's office at the address referred to in "Where You Can Find More Information".

### **Share Capital**

The authorized share capital of Mittal Steel is €122,150,000, consisting of 5,000,000,000 class A common shares, par value of €0.01 per share, and 721,500,000 class B common shares, par value of €0.10 per share. As at September 30, 2005, there were 255,401,673 Mittal Steel class A common shares and 457,490,210 Mittal Steel class B common shares in issue, of which 8,847,291 class A common shares were held in treasury.

The rights of the holders of Mittal Steel class A

common shares and the Mittal Steel class B common shares are substantially identical in all respects, except for disparity in voting power and conversion rights. Upon the conversion of each Mittal Steel class B common share into one Mittal Steel class A common share, the number of authorized class B common shares will be reduced by one and the number of authorized class A common shares will be increased by ten. Furthermore, upon such conversion, an amount of €0.09 per Mittal Steel class B common share so converted shall be added to a special share premium reserve.

**Corporate Purpose**

Under the Articles of Association, the objects and purposes of Mittal Steel are the following:

to participate in, take an interest in any other way in, and conduct the management of business enterprises;

to finance, provide security for or undertake the obligations of third parties; and

to conduct all

activities which are incidental to or which may be conducive to any of the foregoing.

### **Dividends**

Mittal Steel's board of directors may reserve a portion of Mittal Steel's annual profits. The portion of Mittal Steel's annual profits that remains unreserved shall be distributed to shareholders of Mittal Steel pro rata based on the number of common shares held by each shareholder, without regard to the class or par value of such common shares. Mittal Steel's board of directors may resolve that Mittal Steel make distributions out of its general share premium account or out of any other reserves available for distributions under the laws of The Netherlands, not being a legal reserve or the special share premium reserve that Mittal Steel is required to maintain pursuant to Article 36.1 of its Articles of Association, or the Special Reserve. Mittal Steel may declare dividends in the form of common shares as well as in cash. Mittal Steel's board of directors may also decide that Mittal Steel pay interim dividends. Mittal Steel may only declare distributions, including interim dividends, insofar as its shareholders' equity exceeds the sum of its paid up issued share capital and certain reserves that are required to be maintained by the laws of The Netherlands or Mittal Steel's Articles of Association

(including the Special Reserve). Distributions that have not been claimed within five years and two days after the date on which they became due and payable revert to Mittal Steel.

All calculations to determine the amounts available for dividends will be based on Mittal Steel's statutory accounts, which will, as a holding company, be different from its consolidated accounts. Because Mittal Steel is a holding company and has no operations of its own, it is dependent on dividends or other advances from its operating subsidiaries to fund any dividends.

The holders of Mittal Steel class A common shares and Mittal Steel class B common shares are entitled to receive pro rata such distributions, if any, as may be declared by Mittal Steel's board of directors out of funds legally available for distribution. Kas Bank N.V. is the paying agent for dividends payable on Mittal Steel common shares in The Netherlands, and The Bank of New York is the paying agent for dividends payable on Mittal Steel common shares in the United States.

On February 9, 2005, Mittal Steel announced a dividend policy of \$0.10 per common share per quarter (commencing from the second quarter of 2005).

#### **Shareholder Meetings and Voting Rights**

Each shareholder of Mittal Steel has the right to attend general meetings of shareholders, either in person or by proxy, to address shareholder meetings and to

exercise voting rights, subject to the provisions of Mittal Steel's Articles of Association. An annual general meeting of shareholders will be held within six months after the end of each financial year in The Netherlands, in Amsterdam, Haarlemmermeer (Schiphol Airport), The Hague or Rotterdam. Extraordinary general meetings of shareholders may be held as often as Mittal Steel's board of directors deems necessary. In addition, one or more shareholders and other persons entitled to attend such meetings jointly representing at least 10% of the total outstanding share capital may request that a general meeting of shareholders be convened.

Mittal Steel will give notice of each meeting of shareholders by notice published by advertisement, which shall be published in at least one national daily newspaper distributed throughout The Netherlands and in the Official Price List (*Officiële Prijscourant*) of Euronext Amsterdam and, if required, elsewhere. In addition, holders of registered shares shall be notified by letter that the meeting is being convened. Such notices will be given no later than on the 15th day prior to the day of the meeting and will include, or be accompanied by, an agenda (or state where such agenda may be obtained) identifying the business to be considered at the meeting.

Each Mittal Steel class A common share entitles its holder to one vote and each Mittal Steel class B common share entitles its holder to 10 votes on each matter to be voted upon by shareholders. Shareholders will vote as a single class on all matters submitted to a vote of the general meeting of

shareholders, including, without limitation, the appointment of members of Mittal Steel's board of directors and any proposed amendment of Mittal Steel's Articles of Association. The holders of Mittal Steel class B common shares have the right to make a binding nomination for the appointment of a member of Mittal Steel's board of directors. The general meeting of shareholders may at all times resolve by a resolution passed by an absolute majority of the votes cast at the meeting and representing at least one-third of the issued share capital to overrule such binding nomination. If such a resolution is passed by an absolute majority of votes cast but that majority does not represent at least one-third of the issued share capital of Mittal Steel, a new meeting may be convened at which a resolution passed by an absolute majority of votes cast will be sufficient to cancel the binding nature of the nomination. Class B and class C directors will be elected to serve one-year terms, whereas Mittal Steel class A directors are appointed for a period of four years. Unless otherwise required by Mittal Steel's Articles of Association or the laws of The Netherlands, resolutions of the general meeting of shareholders will be validly adopted by a simple majority of the votes cast. Except in limited circumstances provided for in Mittal Steel's Articles of Association or under the laws of The Netherlands, there is no quorum requirement for the valid adoption of shareholder resolutions.

### **Liquidation Rights**

In the event of the dissolution and liquidation of Mittal Steel, holders of Mittal Steel common shares are entitled to receive all of the assets of Mittal Steel available for distribution after payment of all liabilities pro rata to the number of common shares held by each such shareholder irrespective of the par value of the common shares held by such holders. As a holding company, Mittal Steel's sole material assets are the capital stock of its operating subsidiaries. Therefore, in the event of dissolution or liquidation, Mittal Steel will either distribute the capital stock of the operating subsidiaries or sell such stock and distribute the net proceeds thereof, after satisfying its liabilities. During liquidation, Mittal Steel's Articles of Association will, to the extent possible, remain in full force and effect.

### **Preemptive Rights**

Unless limited or excluded by Mittal Steel's shareholders or board of directors as described below, holders of each class of common shares have a pro rata preemptive right to subscribe for any newly issued common shares of such class, except for common shares issued for consideration other than cash or issued to Mittal Steel employees or employees of any of its operating subsidiaries. At the extraordinary meeting held on December 15, 2004, shareholders delegated authority to members of Mittal Steel's board of directors to limit or exclude preemptive rights in respect of issues of Mittal Steel

class A common shares for a period of five years (the maximum permitted by the laws of The Netherlands). At the annual meeting of shareholders held on May 26, 2005, Mittal Steel shareholders resolved to reduce such authority to a period of one year (until the annual meeting of shareholders to be held in 2006).

On April 19, 2005, the Mittal Steel board of directors adopted a resolution under the authority delegated to it by shareholders to limit or exclude preemptive rights in respect of the issue of class A common shares in connection with the issue of Mittal Steel class A common shares to ISG stockholders pursuant to the acquisition agreement with ISG.

#### **Issue of Common Shares**

Pursuant to the Articles of Association of Mittal Steel, a general meeting of shareholders can designate Mittal Steel's board of directors as the authorized corporate body for the purpose of resolving upon the issuance of shares by Mittal Steel and to determine the price and further conditions of such share issuance. Such a designation can only be valid for a specific period of no more than five years and may from time to time be extended for a period of not more than five years.

At the annual meeting of shareholders held on May 26, 2005, Mittal Steel shareholders extended the authority to Mittal Steel's board of directors for a period of one year (until the annual meeting of shareholders to be held in 2006) to issue and/or grant rights to subscribe for shares with respect to 10% of the unissued class A common

shares in which the authorized share capital of Mittal Steel is divided into at the time the resolution to issue or grant rights to subscribe for common shares taken by Mittal Steel's board of directors.

On April 19, 2005, the Mittal Steel board of directors adopted a resolution under this authority in order to issue such number of Mittal Steel class A common shares required to be issued to ISG stockholders pursuant to the acquisition agreement with ISG.

**Purchase of Own Common Shares**

Mittal Steel may acquire its own common shares, subject to certain provisions of the laws of The Netherlands and of its Articles of Association, if and insofar as:

shareholders' equity, less the amount to be paid for the common shares to be acquired is not less than the sum of Mittal Steel's issued share capital plus any reserves required to be maintained by the laws of The Netherlands or Mittal Steel's

Articles  
of  
Association;  
and

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Mittal Steel and its subsidiaries would thereafter not hold, or hold as pledgee, common shares with an aggregate par value exceeding one-tenth of Mittal Steel's issued share capital.

Purchases by Mittal Steel of its common shares may be effected by Mittal Steel's board of directors only if the shareholders have authorized Mittal Steel's board of directors to effect such repurchases and such authorization has been granted within 18 months (the maximum permitted by the laws of The Netherlands) prior to the date of purchase. At the extraordinary meeting held on December 15, 2004, shareholders granted the authority to Mittal Steel's board of directors to repurchase up to 10% of the issued share capital of Mittal Steel, in the form of class A common shares and class B common shares, for a period of 18 months effective from the date of the extraordinary meeting until June 14, 2006.

At the annual meeting of shareholders held on May 26, 2005, Mittal Steel shareholders resolved to authorize Mittal Steel's board of directors, with effect from the date of the annual meeting held on May 26, 2005, to cause Mittal Steel to acquire up to 10% of its own share capital issued at the time of acquisition, in the form of

class A shares, on the NYSE, Euronext Amsterdam or otherwise, for a period of 18 months (ending on November 25, 2006), for a purchase price per class A share to be paid in cash, of not more than 125% of the share price on the NYSE or Euronext Amsterdam and no less than the nominal value of the share at the time of repurchase. The price on the NYSE or Euronext Amsterdam will be the higher of: (a) the average of the final listing price per class A common share according to the Official Price List of Euronext Amsterdam during the 30 consecutive days on which the Euronext Amsterdam is open for trading preceding the 3 trading days prior to the date of repurchase, and (b) the average of the closing price per class A common share on the NYSE during 30 consecutive days on which the NYSE is open for trading preceding the 3 trading days prior to the date of repurchase.

The authorization granted to Mittal Steel's board of directors at the extraordinary meeting of shareholders held on December 15, 2004 in respect of the class B common shares will continue and will expire on June 14, 2006.

#### **Reduction of Share Capital**

The shareholders of Mittal Steel may reduce the issued share capital of Mittal Steel by cancellation of common shares held by Mittal Steel, all common shares of a specific class or by reducing the par value of common shares, subject to certain statutory provisions. A resolution to reduce the issued share capital requires the approval of at least a majority of the votes cast and, if less

than half of the issued share capital is represented at the meeting at which the vote is taken, the approval of at least two-thirds of the votes cast. In addition, the prior or simultaneous approval of each group of holders of the class of common shares to which the capital reduction relates is required. Mittal Steel is required to file any resolution of shareholders reducing its share capital with the trade register of the Chamber of Commerce and Industry in the district in which it has its corporate seat and to publish the filing in a national daily newspaper. During the two-month period after the filing is made, creditors of Mittal Steel may oppose such reduction of share capital.

#### **Mandatory Share Transfers**

Under current Dutch law, there exists no obligation to launch a mandatory public offer on Mittal Steel's common shares when more than a certain percentage of shares is acquired by any one person.

Any person holding 95% or more of the total issued share capital of Mittal Steel may force the remaining shareholders to sell their shares to such person at a fair price sanctioned by the Dutch court.

Current Dutch law does not give a minority shareholder the right to force a larger shareholder to buy such minority shareholder's shares.

### **Board of Directors**

Mittal Steel's board of directors is made up of five or more class A, class B and class C directors (and must be composed at all times of one class A director and at least two class C directors). The members of Mittal Steel's board of directors are appointed by the general meeting of shareholders. Class A directors are appointed for a period of four years starting on the day after the annual general meeting of shareholders at which they were appointed and ending on the day of the annual general meeting of the shareholders held in the fourth year after their appointment. Class B and class C directors are appointed for a period of one year starting on the day after the annual general meeting of shareholders on which they were appointed and ending on the day of the annual general meeting of shareholders held the next year. When a member of Mittal Steel's board of directors is to be appointed, the meeting of holders of class B common shares may make a binding nomination. The general meeting of shareholders may overrule a binding nomination by a resolution passed by an absolute majority of votes cast representing at least one-third of the issued share capital of Mittal Steel. If such a resolution is passed by an absolute majority of votes cast but that majority does not represent at least one-third of the issued share capital of Mittal Steel, a new meeting may be convened at which a resolution passed by an absolute majority of votes cast will be sufficient to cancel the binding nature of the nomination.

A member of Mittal Steel's board of directors may be suspended or dismissed by the general meeting of shareholders by a resolution passed by at least a two-thirds majority of votes cast representing more than half of the issued share capital of Mittal Steel. If the proposal for suspension or dismissal is made by the holder of a majority of the class B common shares, it is sufficient if the resolution is passed by a simple majority of votes cast.

Mittal Steel's board of directors acting together, and each class A director acting alone, has the authority to represent Mittal Steel. Two class B directors acting jointly, and a class C director acting jointly with either two class B directors or a class A director, also have the authority to represent Mittal Steel.

#### **Amendment of Mittal Steel Articles of Association**

The Articles of Association may be amended by resolution of the shareholders upon proposal by Mittal Steel's board of directors. The resolution of the shareholders to amend the Articles of Association shall require the prior or simultaneous approval of each group of holders of shares of the class whose rights are prejudiced by the amendment of the Articles of Association.

#### **Annual Accounts**

Each year, Mittal Steel's board of directors must prepare annual accounts within five months after the end of Mittal Steel's financial year, unless the shareholders have approved an extension of this period for up to six additional months due to

certain special circumstances recognized as such under the laws of The Netherlands.

Under the laws of The Netherlands, the registered accountants of Mittal Steel are appointed by Mittal Steel's shareholders.

**DESCRIPTION OF  
WARRANTS**

The following description of the terms of the warrants sets forth certain general terms and provisions of the warrants to which any prospectus supplement may relate. Mittal Steel may issue warrants for the purchase of debt securities or class A common shares. Warrants may be issued independently or together with debt securities or class A common shares offered by any prospectus supplement and may be attached to or separate from any such offered securities. Each series of warrants will be issued under a separate warrant agreement to be entered into between Mittal Steel and a bank or trust company, as warrant agent. The warrant agent will act solely as Mittal Steel's agent in connection with the warrants and will not assume any obligation or relationship of agency or trust for or with any holders or beneficial owners of warrants. The following summary of certain provisions of the warrants does not purport to be complete and is subject to, and qualified in its entirety by reference to, the provisions of the warrant agreement that will be filed with the SEC in connection with the offering of such warrants.

**Debt Warrants**

The applicable prospectus supplement relating to a particular issue of debt warrants will describe the terms of such debt warrants, including the following:

the title of  
such debt  
warrants;

the offering price for such debt warrants, if any;

the aggregate number of such debt warrants;

the designation and terms of the debt securities purchasable upon exercise of such debt warrants;

if applicable, the designation and terms of the debt securities with which such debt warrants are issued and the number of such debt warrants issued with each such debt security;

if applicable, the date from and after which such debt warrants and any

debt securities issued therewith will be separately transferable;

the principal amount of debt securities purchasable upon exercise of a debt warrant and the price at which such principal amount of debt securities may be purchased upon exercise (which price may be payable in cash, securities, or other property);

the date on which the right to exercise such debt warrants shall commence and the date on which such right shall expire;

if applicable, the minimum

or  
maximum  
amount of  
such debt  
warrants  
that may  
be  
exercised  
at any one  
time;

whether  
the debt  
warrants  
represented  
by the  
debt  
warrant  
certificates  
or debt  
securities  
that may  
be issued  
upon  
exercise  
of the  
debt  
warrants  
will be  
issued in  
registered  
or bearer  
form;

information  
with  
respect to  
book-entry  
procedures,  
if any;

the  
currency  
or  
currency  
units in  
which the  
offering  
price, if  
any, and  
the  
exercise  
price are  
payable;

if  
applicable,  
a

discussion  
of  
material  
U.S.  
federal  
income  
tax  
considerations;

tax  
considerations  
under  
Dutch law  
applicable  
to such  
debt  
warrants,  
if any;

the  
antidilution  
or  
adjustment  
provisions  
of such  
debt  
warrants,  
if any;

the  
redemption  
or call  
provisions,  
if any,  
applicable  
to such  
debt  
warrants;  
and

any  
additional  
terms of  
such debt  
warrants,  
including  
terms,  
procedures,  
and  
limitations  
relating to  
the  
exchange  
and  
exercise  
of such  
debt  
warrants.



**Common Share Warrants**

The applicable prospectus supplement relating to any particular issue of class A common share warrants will describe the terms of such warrants, including the following:

the title of such warrants;

the offering price for such warrants, if any;

the aggregate number of such warrants;

the designation and terms of the class A common shares purchasable upon exercise of such warrants;

if applicable, the designation and terms of the offered securities with which such warrants are issued and the number of such warrants

issued with each such offered security;

if applicable, the date from and after which such warrants and any offered securities issued therewith will be separately transferable;

the number of class A common shares purchasable upon exercise of a warrant and the price at which such shares may be purchased upon exercise;

the date on which the right of exercise such warrants shall commence and the date on which such right shall expire;

if applicable, the minimum or maximum amount of such warrants that may be exercised at any one time;

the currency or currency units in which the offering price, if any, and the exercise price are payable;

if applicable, a discussion of material U.S. federal income tax considerations;

tax considerations under Dutch law applicable to such warrants, if any;

the antidilution provisions of such warrants, if any;

the redemption or call provisions, if any, applicable to such warrants; and

any additional terms of such warrants, including terms, procedures and limitations relating to the exchange and exercise of such warrants.

#### **Exercise of Warrants**

A warrant will entitle the holder to purchase for cash an amount of securities at an exercise price that will be stated in, or that will be determinable as described in, the applicable prospectus supplement.

Warrants may be exercised at any time up to the close of business on the expiration date set forth in the applicable prospectus supplement. After the close of business on the expiration date, unexercised warrants will become void.

Warrants may be exercised as set forth in the applicable prospectus supplement. Upon receipt of payment and the warrant certificate properly completed and duly executed at the corporate trust office of the warrant agent or any other office indicated in the

prospectus supplement, Mittal Steel will, as soon as practicable, forward the securities purchasable upon such exercise. If less than all of the warrants represented by such warrant certificate are exercised, a new warrant certificate will be issued for the remaining warrants.

**Governing Law**

Unless otherwise stated in the prospectus supplement, each issue of warrants and the applicable warrant agreement will be governed by the laws of the State of New York.

**DESCRIPTION OF UNITS**

Mittal Steel may issue units comprised of one or more of the other securities described in this prospectus in any combination. Each unit will be issued so that the holder of the unit is also the holder of each security included in the unit. Thus, the holder of a unit will have the rights and obligations of a holder of each included security. The unit agreement under which a unit is issued may provide that the securities included in the unit may not be held or transferred separately, at any time or at any time before a specified date.

The applicable prospectus supplement may describe:

the designation and terms of the units and of the securities comprising the units, including whether and under what circumstances those securities may be held or transferred separately;

any provisions for the issuance, payment, settlement, transfer or exchange of the units or of

the securities comprising the units; and

whether the units will be issued in fully registered or global form.

The applicable prospectus supplement will describe the terms of any units. The preceding description and any description of units in the applicable prospectus supplement does not purport to be complete and is subject to and is qualified in its entirety by reference to the unit agreement and, if applicable, collateral arrangements and depositary arrangements relating to such units.

## SHARE CERTIFICATES AND TRANSFER

### General

Shares will be held in registered form only. Registered shares may consist of either New York Shares, which are registered in a register kept by or on Mittal Steel's behalf by The Bank of New York, or shares registered in a register kept by Kas Bank N.V. ("Kas Bank") on Mittal Steel's behalf in The Netherlands. New York Shares in registered form may be evidenced by certificates. New York Shares will be in registered form only and will be registered in the New York register and may be evidenced by certificates printed in the English language.

Any trades of our shares at Euronext Amsterdam will be settled through the book-entry transfer system maintained by The Netherlands Central Institute for Giro Securities and its participants including Euroclear and Cedel Bank, S.A. Kas Bank will act as transfer and paying agent for these shares.

Only New York Shares may be traded on the NYSE.

The transfer of common shares in registered form requires a written instrument intended for this purpose and, except when Mittal Steel is a party to this legal act, the written acknowledgment of the transfer by Mittal Steel or service of the instrument of transfer (or a certified copy or extract thereof) on Mittal Steel. In order to facilitate these transfers, Mittal Steel will provide The Bank of New York and Kas Bank with powers of attorney to enable execution and acknowledgment of the

appropriate documents to comply with Netherlands law. Certificates representing New York Shares are transferred by delivery thereof to The Bank of New York on Mittal Steel's behalf and will be acknowledged by The Bank of New York on Mittal Steel's behalf by endorsement on the certificate itself or by the issuance of a new share certificate.

New York Shares may be exchanged for other shares registered in The Netherlands and vice versa at the request of the holder. A holder may exchange its registered shares for New York Shares by instructing the relevant participant to provide a written request for this exchange at the principal office of the Kas Bank in Amsterdam, The Netherlands. Kas Bank will instruct The Bank of New York to issue New York Shares, deliver any corresponding share certificates and adjust the New York register accordingly. Mittal Steel and Kas Bank will also arrange for corresponding adjustments to be made by The Netherlands Central Institute for Giro Securities in the book-entry transfer system. Similarly, a holder may exchange New York Shares for other shares by presenting a written request for this exchange and surrendering the certificates representing their New York Shares to The Bank of New York. The Bank of New York will instruct Kas Bank to arrange for an adjustment to be made by The Netherlands Central Institute for Giro Securities in the book-entry transfer system. The Bank of New York will also make a corresponding adjustment in the New York register. Share certificates for New York Shares may be exchanged at the office of The Bank of New York for certificates of other

authorized denominations. A fee of \$0.05 per share will be charged to shareholders for the exchange of New York Shares for other registered shares registered in The Netherlands (and for the reverse).

**Global Clearance and Settlement**

Although The Depository Trust Company, The Netherlands Central Institute for Giro Securities, Euroclear and Cedel have agreed to the procedures provided below in order to facilitate transfers of class A common shares among participants of The Depository Trust Company, The Netherlands Central Institute for Giro Securities, Euroclear and Cedel, they are under no obligation to perform or continue to perform these procedures and these procedures may be modified or discontinued at any time. Mittal Steel will not have any responsibility for the performance by The Depository Trust Company, The Netherlands Central Institute for Giro Securities, Euroclear or Cedel or their respective

participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

The Depository Trust Company, The Netherlands Central Institute for Giro Securities, Euroclear and Cedel have advised Mittal Steel as follows:

***The Depository Trust Company***

The Depository Trust Company is a limited purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. The Depository Trust Company was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. The Depository Trust Company participants include securities brokers and dealers, banks, trust companies and clearing corporations and may include certain other organizations such as the underwriters. Indirect access to The Depository Trust Company system also is available to indirect The Depository Trust Company participants such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant of The Depository Trust Company, either directly or indirectly.

Because The Depository Trust Company can only act on behalf of its participants, who in turn act on behalf of indirect participants of The Depository Trust Company and certain banks, the ability of an owner of a beneficial interest in New York Shares to pledge their interest to persons or entities that do not participate in The Depository Trust Company system, or otherwise take actions in respect of their interest, may be limited by the lack of a definitive certificate for their interest. The laws of some jurisdictions require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer beneficial interests in the New York Shares to persons may be limited. In addition, beneficial owners of New York Shares through The Depository Trust Company system will receive dividend payments only through The Depository Trust Company's participants.

***The Netherlands  
Central Institute  
for Giro Securities***

The Netherlands Central Institute for Giro Securities is an independent central institution whose objects are the safekeeping and administration of securities and the operation of a security giro on behalf of its participants. The Netherlands Central Institute for Giro Securities was established following the Wet Giraal Effectenverkeer (Securities Giro Administration and Transfer Act) published in The Netherlands in 1977, and is under the supervision of the Dutch Minister of Finance. Participants in The Netherlands Central Institute for Giro Securities are banks and brokers registered as credit institutions. Under the operation of the Securities

Giro Administration and Transfer Act, book-entry transfers are made between the collective securities deposits held by The Netherlands Central Institute for Giro Securities (immobilized).

***Euroclear and  
Cedel***

Euroclear and Cedel hold securities for participating organizations and facilitate the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of these participants. Euroclear and Cedel provide to their participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Cedel interface with U.S. domestic securities markets. Euroclear and Cedel participants are financial institutions such as underwriters, securities brokers and dealers, banks, trust companies and certain other organizations and include certain of the underwriters. Indirect access to Euroclear or Cedel is also available to others such as

banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Euroclear or Cedel participant either directly or indirectly.

#### **Initial Settlement**

Investors electing to hold their New York Shares through The Depository Trust Company will follow the settlement practices applicable to U.S. corporate common shares. The securities custody accounts of investors will be credited with their holdings against payment in same-day funds on the settlement date.

Investors electing to hold their shares through an account with The Netherlands Central Institute for Giro Securities, Euroclear accounts or Cedel accounts will follow the settlement procedures applicable to settlement of common shares in the respective clearing systems. These shares will be credited to the securities custody accounts of The Netherlands Central Institute for Giro Securities holders on the settlement date against payment in same-day funds, of Euroclear holders on the business day following the settlement date against payment for value on the settlement date and of Cedel holders on the settlement date against payment in same-day funds.

#### **Secondary Market Trading**

Because the purchaser determines the place of delivery, it is important to establish at the time of trading of any New York Shares where both the purchaser's and seller's accounts are located to ensure that settlement can be made on the desired value date.

***Trading between The Depository Trust Company Participants.*** Secondary market trading between The Depository Trust Company participants will be settled using the procedures applicable to U.S. corporate common shares in same-day funds.

***Trading between Euroclear and/or Cedel Participants.*** Secondary market trading between Euroclear participants and/or Cedel participants is settled using the procedures applicable to common shares in same-day funds.

***Trading between The Netherlands Central Institute for Giro Securities Participants.*** Secondary market trading between The Netherlands Central Institute for Giro Securities participants is settled using the procedures applicable to tradeable shares in same-day funds.

***Transfers from The Depository Trust Company to The Netherlands Central Institute for Giro Securities, Euroclear and Cedel.*** For a discussion of transfers or exchanges of New York Shares for shares tradeable in The Netherlands, see " General".

***Transfers from The Netherlands Central Institute for Giro Securities (including Euroclear and Cedel) to The Depository Trust Company.*** For a discussion of transfers or exchanges of shares from The Netherlands Central Institute for Giro Securities (including Euroclear and Cedel) for New York Shares, see " General".

Because of time-zone differences, the mechanics of registering exchanges and transfers between The Bank

of New York and Kas Bank described above as well as the need for The Depository Trust Company, The Netherlands Central Institute for Giro Securities and Euroclear and Cedel accountholders to comply with the respective systems' rules and procedures, including their established deadlines, exchanges and transfers of class A common shares between The Bank of New York and Kas Bank may not be credited to the relevant account at The Depository Trust Company, The Netherlands Central Institute for Giro Securities or Euroclear and Cedel, as the case may be, until two business days following delivery of the instructions to transfer the class A common shares to the respective systems. Settlement between a holder of New York Shares transferred to a transferee who will hold shares registered in The Netherlands or a holder of shares registered in The Netherlands transferred to

a transferee who will hold New York Shares cannot be made on a delivery-versus-payment basis. The arrangements for transfer of payments must be established separately from the arrangements for transfer of securities, the latter being effected on a free-delivery basis. The customary arrangements for delivery versus payments between The Depository Trust Company participants, The Netherlands Central Institute for Giro Securities participants and Euroclear and Cedel accountholders are not affected.

Persons wishing to obtain physical delivery of share certificates in respect of their New York Shares must make arrangements with The Depository Trust Company or The Depository Trust Company participants through which New York Shares are held and all related costs and taxes incurred paid to obtain physical delivery of share certificates for New York Shares. Delivery of share certificates in either case normally takes between 30 and 45 days after the settlement date.

The class A common shares have been accepted for clearance through Euroclear and Cedel under common code number XS7870558. The Fonds Code on Euronext Amsterdam will be 36193. The CUSP number for the New York Shares is 464899103 and the ISIN number for the New York Shares is US4648991036.

## TAXATION

The applicable prospectus supplement will describe certain U.S. federal income tax considerations of the acquisition, ownership and disposition of any securities offered under this prospectus by an initial investor who is a U.S. person (within the meaning of the U.S. Internal Revenue Code), including, to the extent applicable, any such consequences relating to debt securities payable in a currency other than the U.S. dollar, issued at an original issue discount for U.S. federal income tax purposes or containing early redemption provisions or other special items.

The applicable prospectus supplement will describe certain Dutch federal income tax considerations to an investor who is a non-resident of The Netherlands of acquiring any securities offered under this prospectus, including whether the payments of principal of, premium and interest, if any, on the debt securities will be subject to Dutch non-resident withholding tax.

**PLAN OF DISTRIBUTION**

Mittal Steel may sell the securities offered by this prospectus:

to or through one or more underwriters or dealers for public offering;

directly to a limited number of purchasers or to a single purchaser;

through agents; or

through a combination of any such methods of sale.

The names of any underwriters, dealers or agents involved in the offer and sale of the securities, the amounts underwritten and the nature of their obligations to take the securities will be specified in the applicable prospectus supplement.

Mittal Steel, directly or through agents, may sell, and the underwriters may resell, the offered securities in one or more transactions, including negotiated transactions, at a fixed public offering price or prices, which may be changed, or at market prices prevailing at the time of sale, or at negotiated prices. Mittal Steel may, from time to time, authorize

dealers, acting as its agent, to offer and sell the securities upon such terms and conditions as set forth in the applicable prospectus supplement.

If Mittal Steel uses underwriters to sell securities, it will enter into an underwriting agreement with them at the time of sale. In connection with the sale of offered securities, the underwriters or agents may receive compensation from Mittal Steel or from purchasers of the offered securities for whom they may act as agents. The underwriters may sell offered securities to or through dealers, who may also receive compensation from purchasers of the offered securities for whom they may act as agents. Compensation may be in the form of discounts, concessions or commissions. Any underwriters, dealers and agents that participate in the distribution of the offered securities may be underwriters as defined in the Securities Act, and any discounts or commissions received by them from Mittal Steel and any profit on the resale of the offered securities by them may be treated as underwriting discounts and commissions under the Securities Act.

Underwriters, dealers and agents may be entitled, under agreements entered into with Mittal Steel, to indemnification against and contribution towards certain civil liabilities, including any liabilities under the Securities Act.

Any securities other than Mittal Steel's class A common shares issued hereunder may be new issues of securities with no established trading market. Any underwriters or

agents to or through who such securities are sold for public offering and sale may make a market in such securities, but such underwriters or agents will not be obligated to do so and may discontinue any market making at any time without notice. No assurance can be given as to the liquidity of the trading market for any such securities. The amount of expenses expected to be incurred by Mittal Steel in connection with any issuance of securities will be set forth in the applicable prospectus supplement. Certain of the underwriters, dealers or agents and their associates may engage in transactions with, and perform services for Mittal Steel and certain of their affiliates in the ordinary course of Mittal Steel's business.

If so indicated in the prospectus supplement relating to a particular series or issue of offered securities, Mittal Steel will authorize underwriters, dealers or agents to solicit offers by certain institutions to purchase the offered securities from Mittal Steel under delayed delivery contracts providing for payment and delivery at a future date. These contracts will be subject only to those conditions set forth in the prospectus supplement, and the prospectus supplement will set forth the commission payable for solicitation of these contracts.

To facilitate the offering of securities, certain persons participating in the offering may engage in transactions that stabilize, maintain or otherwise affect the price of the securities. These may include over-allotment, stabilization, syndicate short covering transactions and penalty bids. Over-allotment



involves sales in excess of the offering size, which creates a short position. Stabilizing transactions involve bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum. Syndicate short covering transactions involve purchases of securities in the open market after the distribution has been completed in order to cover syndicate short positions. Penalty bids permit the underwriters to reclaim selling concessions from dealers when the securities originally sold by the dealers are purchased in covering transactions to cover syndicate short positions. These transactions may cause the price of the securities sold in an offering to be higher than it would otherwise be. These transactions, if commenced, may be discontinued by the underwriters at any time.

#### **Expenses**

Set forth below are estimates of expenses expected to be paid by Mittal Steel in connection with the issuance and distribution of the securities registered hereby. All amounts shown are estimates except for the SEC registration fees.

SEC registration fee	\$ 353,100
Accounting fees and expenses	250,000
Legal fees and expenses	500,000
Printing and engraving expenses	50,000
Trustees' fees and expenses	10,000
Miscellaneous	50,000
	<hr/>
Total	\$ 1,213,100



## **LEGAL MATTERS**

Unless otherwise specified in a prospectus supplement, certain legal matters in connection with the offering of securities issued and sold hereunder will be passed upon for Mittal Steel by its U.S. counsel, Shearman & Sterling LLP, and its Dutch counsel, Allen & Overy LLP. Unless otherwise specified in a prospectus supplement, certain legal matters in connection with the offering of securities issued and sold hereunder will be passed upon for the underwriters by their U.S. counsel, Cravath, Swaine & Moore LLP, and their Dutch counsel, Stibbe N.V.

## **EXPERTS**

The consolidated financial statements of Mittal Steel Company N.V. and subsidiaries except for (i) the consolidated financial statements of Mittal Steel Holdings N.V. ("Mittal Steel Holdings") (except for Mittal Steel Poland, S.A., a consolidated subsidiary of Mittal Steel Holdings, whose financial statements for the year ended December 31, 2004 were audited by Deloitte Accountants B.V.) as of December 31, 2003 and 2004, and for each of the three years in the period ended December 31, 2004 and (ii) the consolidated financial statements of Ispat Hamburg Group of Companies and the financial statements of Caribbean Ispat Limited, as of December 31, 2002, and for the year then ended; incorporated in this prospectus by reference from the Company's Annual Report on Form 20-F have been audited by Deloitte Accountants B.V., an

independent registered public accounting firm, as stated in their report, which is incorporated by reference herein. The financial statements of Mittal Steel Holdings (not separately presented herein) have been audited by Ernst & Young Accountants, independent registered public accounting firm, except for the consolidated financial statements of Ispat Iscor Limited (formerly Iscor Limited) as of December 31, 2003 and 2004 and for each of the three years in the period ended December 31, 2004 (not separately presented herein), which have been audited by KPMG Inc., independent registered public accounting firm as stated in their reports incorporated by reference herein. The consolidated financial statements of Ispat Hamburg Group of Companies (not separately presented herein) have been audited by Ernst & Young A.G., independent auditors, and the financial statements of Caribbean Ispat Limited (not separately presented herein) have been audited by Ernst & Young Auditors, independent auditors, as stated in their reports incorporated by reference herein. Such financial statements of the Company and its consolidated subsidiaries are incorporated by reference herein in reliance upon the respective reports of such firms given upon their authority as experts in accounting and auditing.

In December 2004, Ernst & Young Accountants, then Mittal Steel Holdings' independent registered public accounting firm, advised the Audit Committee of the Company that it had identified an independence issue related to providing prohibited payroll services in The Netherlands. These services involved processing

payroll for approximately 17 employees of Mittal Steel Holdings Rotterdam office in 2002, 2003 and early 2004. In connection with the performance of these payroll processing services, Ernst & Young Accountants received Mittal Steel Holdings funds into a bank account jointly controlled by Ernst & Young Accountants and Mittal Steel Holdings totaling approximately \$50,000 per month which were used to make monthly payroll payments. This service ceased in February 2004. Ernst & Young Accountants received fees for these payroll services of approximately seven thousand dollars per year in 2002 and 2003, respectively.

The AICPA independence rules, as well as the SEC auditor independence rules, prohibit a bank account jointly controlled by Mittal Steel Holdings and Ernst & Young Accountants. The Company's Audit Committee and Ernst & Young Accountants have discussed Ernst & Young Accountants' independence with respect to Mittal Steel Holdings in light of the foregoing facts. Both the Company's Audit Committee and Ernst & Young Accountants have considered the impact that the holding and paying of these funds may have had on Ernst & Young Accountants' independence with respect to Mittal Steel Holdings and have each independently concluded that there has been no impairment of Ernst & Young Accountants' independence. In making this determination, Ernst & Young Accountants

and the Mittal Steel Audit Committee considered, among other matters, the *de minimis* amount of funds involved and that the payroll expenses involved were not material to the consolidated financial statements of Mittal Steel Holdings. Furthermore, the payroll calculations for 2002 through February 2004 have been recalculated by an unrelated third party.

The consolidated financial statements and schedule of ISG and its subsidiaries as of December 31, 2003 and 2004 and for each of the years in the two-year period ended December 31, 2004, and for the period from inception, February 22, 2002, through December 31, 2002, have been incorporated by reference herein in reliance upon the report of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing. The report refers to a change in the method of accounting for inventories on the last-in, first-out basis effective January 1, 2004.

#### **SERVICE OF PROCESS AND ENFORCEABILITY OF CIVIL LIABILITIES**

Mittal Steel is organized under the laws of The Netherlands and the members of Mittal Steel's board of directors are residents of The Netherlands or other countries outside the United States. The majority of Mittal Steel's assets are located outside the United States and a majority of Mittal Steel's directors and officers and some of the experts named herein reside outside the United States. As

a result, U.S. investors may find it difficult:

to effect service of process within the United States upon Mittal Steel and the directors and officers of Mittal Steel located outside the United States;

to enforce in U.S. courts or outside the United States judgments obtained against the directors and officers of Mittal Steel in U.S. courts; and

to enforce in U.S. courts judgments obtained against the directors and officers of Mittal Steel in courts in jurisdictions outside

the  
United  
States.

Allen & Overy LLP, Mittal Steel's Dutch counsel, has advised Mittal Steel that there is doubt as to the enforceability in The Netherlands in original actions or actions for enforcement of judgments of U.S. courts of civil liabilities predicated solely upon the U.S. federal securities laws. We have been further advised by Allen & Overy LLP that the United States and The Netherlands do not currently have a treaty providing for reciprocal recognition and enforcement of judgments in civil and commercial matters. Therefore, a final judgment for the payment of money rendered by any federal or state court in the United States based on civil liability, whether or not predicated solely upon U.S. federal securities laws, would not be enforceable in The Netherlands. However, if the party in whose favor such judgment is rendered brings a new suit in a competent court in The Netherlands, that party may submit to a Dutch court the final judgment that has been rendered in the United States. If the Dutch court finds that the jurisdiction of the federal or state court in the United States has been based on grounds that are internationally acceptable and that the final judgment concerned results from proceedings compatible with Dutch concepts of due process, to the extent that the Dutch court is of the opinion that reasonableness and fairness so require, the Dutch court would, in principle, under current practice, recognize the final judgment that has been rendered in the United States and generally grant the same claim without re-litigation on the merits, unless the consequences of

the recognition of such judgment contravene public policy in The Netherlands. It is not certain, however, that these court practices also apply to default judgments.

**WHERE YOU CAN FIND  
MORE INFORMATION**

Mittal Steel files Annual Reports on Form 20-F with, and furnishes other information under cover of a Report on Form 6-K to, the SEC under the Securities Exchange Act of 1934, as amended, or the Exchange Act. Prior to December 17, 2004, Mittal Steel filed with, or furnished to, the SEC documents under its former name Ispat International N.V. You may read and copy this information, or obtain copies of this information by mail, at the SEC's Public Reference Room at 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330.

The SEC maintains an Internet website that contains reports and other information about issuers, like Mittal Steel, who file electronically with the SEC. The address of that site is <http://www.sec.gov>. You can also inspect reports and other information about Mittal Steel at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

As a foreign private issuer, Mittal Steel is exempt from the rules under the Exchange Act prescribing the furnishing and content of proxy statements and will not be required to file proxy statements with the SEC, and Mittal Steel's officers, directors and principal shareholders are exempt from the reporting and "short-swing" profit recovery provisions contained in Section 16 of the Exchange Act.

The SEC allows Mittal Steel to "incorporate by reference" information into this prospectus, which means that Mittal Steel can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus, except for any information superseded by information contained directly in this prospectus, any prospectus supplement or subsequent filings deemed incorporated by reference into this prospectus.

This prospectus incorporates by reference the documents set forth below that Mittal Steel has previously filed with the SEC. These documents contain important information about Mittal Steel and its results of operations and financial condition:

Mittal Steel's Annual Report on Form 20-F for the fiscal year ended December 31, 2004;

Mittal Steel's Current Report on Form 6-K dated March 31, 2005 containing the unaudited pro forma condensed combined financial statements for Mittal Steel

Company  
N.V. and  
International  
Steel  
Group Inc.  
as of and  
for the  
year  
ended  
December 31,  
2004;

Mittal  
Steel's  
Current  
Report on  
Form 6-K  
dated  
April 8,  
2005  
announcing  
global  
managerial  
changes  
and  
organizational  
restructuring  
of the  
European  
business;

Mittal  
Steel's  
Current  
Report on  
Form 6-K  
dated  
April 12,  
2005  
announcing  
the  
approval  
by  
shareholders  
of Mittal  
Steel's  
merger  
with  
International  
Steel  
Group Inc.;

Mittal  
Steel's  
Current  
Report on  
Form 6-K  
dated  
April 15,

2005  
announcing  
management  
changes  
at Mittal  
Steel  
USA;

Mittal  
Steel's  
Current  
Report on  
Form 6-K  
dated  
April 18,  
2005  
announcing  
the  
completion  
of Mittal  
Steel's  
merger  
with  
International  
Steel  
Group Inc.;

Mittal  
Steel's  
Current  
Report on  
Form 6-K  
dated  
April 22,  
2005  
announcing  
the final  
results of  
the cash  
and stock  
elections  
by former  
International  
Steel  
Group Inc.  
stockholders;

Exhibit 99.1  
of Mittal  
Steel's  
Current  
Report on  
Form 6-K  
dated  
September 30,  
2005  
relating to  
International  
Steel

Group Inc.'s  
audited  
consolidated  
financial  
statements  
as of and  
for the  
single  
fiscal year  
ended  
December 31,  
2004;

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Mittal Steel's Current Report on Form 6-K dated October 10, 2005 announcing the signing of a Memorandum of Understanding between Mittal Steel and the Government of the State of Jharkhand relating to the establishment of a mining and steel-making operation in the state;

Mittal Steel's Current Report on Form 6-K dated November 9, 2005 announcing Mittal Steel's third quarter financial results;

Part I, Item 1 of Mittal Steel USA ISG's Quarterly Report on Form 10-Q

dated  
November 9,  
2005  
containing  
the  
unaudited  
interim  
consolidated  
financial  
statements  
of Mittal  
Steel  
USA ISG  
as of  
December 31,  
2004 and  
September 30,  
2005, for  
the three  
months  
ended  
September 30,  
2004 and  
2005, for  
the nine  
months  
ended  
September 30,  
2004 and  
for the  
periods  
from  
January 1,  
2005  
through  
April 15,  
2005 and  
from  
April 16,  
2005  
through  
September 30,  
2005;

Mittal  
Steel's  
Current  
Report on  
Form 6-K  
dated  
November 25,  
2005  
announcing  
the  
signing of  
a  
definitive  
agreement  
for the  
acquisition  
of three

Stelco Inc.  
subsidiaries;

Mittal  
Steel's  
Current  
Report on  
Form 6-K  
dated  
December 1,  
2005  
containing  
the  
unaudited  
consolidated  
interim  
condensed  
financial  
statements  
of Mittal  
Steel  
Company  
N.V. and  
its  
consolidated  
subsidiaries  
for the  
three and  
nine  
months  
ended  
September 30,  
2005  
including  
management's  
discussion  
and  
analysis  
of  
financial  
condition  
and  
results of  
operations  
for such  
period,  
and  
(ii) the  
unaudited  
pro forma  
condensed  
combined  
statements  
of  
operations  
of Mittal  
Steel  
Company  
N.V. and  
International  
Steel

Group Inc.  
for the  
nine  
months  
ended  
September 30,  
2005 and  
the year  
ended  
December 31,  
2004; and

The  
description  
of Mittal  
Steel  
class A  
common  
shares set  
forth in  
Mittal  
Steel's  
registration  
statement  
filed by  
Mittal  
Steel on  
July 24,  
1997,  
pursuant  
to  
Section 12  
of the  
Exchange  
Act,  
including  
any  
amendment  
or report  
filed for  
purposes  
of  
updating  
any such  
description.

Mittal Steel also  
incorporates by reference into  
this prospectus additional  
documents that it may file  
with or furnish to the SEC.  
These include reports such as  
Annual Reports on Form 20-F  
and any Reports on Form 6-K  
designated as being  
incorporated by reference into  
this prospectus. Any  
statement made in this  
prospectus or in a document  
incorporated or deemed to be  
incorporated by reference into

this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in any prospectus supplement or any other subsequently filed document that is also incorporated or deemed to be incorporated by reference into this prospectus modifies or supersedes the original statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

You may request a copy of these filings, at no cost, by writing or telephoning Mittal Steel at the following address:

**Mittal Steel Company N.V.**  
15th Floor, Hofplein 20  
3032 AC Rotterdam  
The Netherlands  
+31 10 217 8800  
Attention: Investor Relations

Exhibits to the filings will not be sent unless those exhibits have specifically been incorporated by reference into this prospectus. Except as provided above, no other information, including information on Mittal Steel's website, is incorporated by reference into this prospectus. Website addresses are included in this prospectus as inactive textual references only.

**PART II****INFORMATION NOT  
REQUIRED IN  
PROSPECTUS****Item 8. Indemnification of  
Directors and Officers.**

Although Dutch law does not contain any provisions with respect to the indemnification of officers and directors, the concept of indemnification of directors of a company for liabilities arising from their actions as members of the executive or supervisory boards is, in principle, accepted in The Netherlands. Mittal Steel's Articles of Association provide that managing directors be indemnified by the company to the fullest extent permitted by Dutch law against liabilities, expenses and amounts paid in settlement relating to claims, actions, suits or proceedings to which a managing director becomes a party by virtue of his or her position.

**Item 9. Exhibits.**

<b>Exhibit Number</b>	<b>Description of Documents</b>
1.1	Form of Underwriting Agreement for Debt Securities, Class A Common Shares, Warrants and/or Units.
4.1	Form of Senior Note Indenture.
4.2	Form of Subordinated Note Indenture.
4.3*	Amended and Restated Articles of Association of Mittal Steel Company N.V., dated June 21, 2005

Exhibit Number	Description of Documents
	(English Translation).
4.4+	Form of Warrant Agreement.
4.5+	Form of Unit Agreement.
4.6+	Form of Senior Debt Security.
4.7+	Form of Subordinated Debt Security.
4.8*	Form of Class A Common Share Certificate.
4.9+	Form of Warrant (included in Exhibit 4.4).
4.10+	Form of Unit Certificate (included in Exhibit 4.5).
5.1	Opinion of Shearman & Sterling LLP, U.S. counsel to the Registrant, as to the validity of the securities.
5.2	Opinion of Allen & Overy LLP, Dutch counsel to the Registrant, as to the validity of the securities.
12.1	Computation of Ratio of Earnings to Fixed Charges.
23.1	Consent of Deloitte Accountants B.V. (for Mittal Steel Company N.V.).
23.2	Consent of KPMG LLP (for International Steel Group Inc.).
23.3	Consent of KPMG Inc. (for Iscor

Exhibit Number	Description of Documents
	Limited, December 31, 2003 and 2002 and Ispat Iscor Limited, December 31, 2004).
23.4	Consent of Ernst & Young Accountants (for Mittal Steel Holdings N.V. and subsidiaries).
23.5	Consent of Ernst & Young (Caribbean Ispat Limited).
23.6	Consent of Ernst & Young (Ispat Hamburg Group of Companies).

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- 23.7 Consent of Shearman & Sterling LLP (included in Exhibit 5.1).
  - 23.8 Consent of Allen & Overy LLP (included in Exhibit 5.2).
  - 24\* Power of Attorney (included on signature page of this registration statement).
  - 25+ Form T-1 Statement of Eligibility of Trustee under the Trust Indenture Act of 1939.
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\* Previously filed.

+ To be filed, if necessary, subsequent to the effectiveness of this Registration Statement by an amendment to this Registration Statement or incorporated by reference pursuant to a Report on Form 6-K in connection with the offering of securities.

**Item 10. Undertakings.**

The undersigned Registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(a) To include

any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(b) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereto) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that

which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of the prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(c) To include any material information with respect to

the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a) and (b) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed or furnished by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 which are incorporated by reference in the Registration Statement.

2. That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

4. To file a post-effective amendment to the Registration Statement to include any financial statements required by Item 8.A of Form 20-F at the start of any delayed offering or throughout a continuous offering. Financial statements and information otherwise required by Section 10(a)(3) of the Act need not be furnished, provided, that the Registrant includes in the prospectus, by

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means of a post-effective amendment, financial statements required pursuant to this paragraph (4) and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements. Notwithstanding the foregoing, with respect to registration statements on Form F-3, a post-effective amendment need not be filed to include financial statements and information required by Section 10(a)(3) of the Securities Act of 1933 or Item 8.A of Form 20-F if such financial statements and information are contained in periodic reports filed with or furnished to the Securities and Exchange Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Form F-3.

5. That, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's

annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of any employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

6. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by

the Registrant of expenses incurred or paid by a director, officer, or controlling person of the Registrant in the successful defense of any action, suit, or proceeding) is asserted against the Registrant by such director, officer, or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has theretofore been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

7. To supplement the prospectus, after the expiration of the subscription period, to set forth the results of the subscription offer, the transactions by the underwriters during the subscription period, the amount of unsubscribed securities to be purchased by the underwriters, and the terms of any subsequent reoffering thereof. If any public offering by the underwriters is to be made on terms

differing from those set forth on the cover page of the prospectus, a post-effective amendment will be filed to set forth the terms of such offering.

8. To file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the Securities and Exchange Commission under Section 305(b)(2) of the Act.

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this Pre-Effective Amendment No. 1 to this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rotterdam, The Netherlands, on December 1, 2005.

MITTAL STEEL  
COMPANY N.V.

By: /s/ HENK  
SCHEFFER

Name: Henk  
Scheffer  
Title: Company  
Secretary

Pursuant to the requirements of the Securities Act of 1933, this Pre-Effective Amendment No. 1 to this Registration Statement has been signed by the following persons on behalf of the Registrant and in the capacities indicated on December 1, 2005.

<b>Signature</b>	<b>Title</b>
* _____ Lakshmi N. Mittal	Chairman of the Board of Directors and Chief Executive Officer (Principal Executive Officer)
* _____ Aditya Mittal	Director and Chief Financial Officer (Principal Financial

<u>Signature</u>	<u>Title</u>
	Officer and Principal Accounting Officer)
*	Director
<u>Vanisha Mittal Bhatia</u>	
*	Director
<u>Ambassador Andrés Rozenal</u>	
*	Director
<u>Narayanan Vaghul</u>	
*	Director
<u>René Lopez</u>	
	II-4

\* Director

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Muni Krishnan T.  
Reddy

\* Director

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Lewis B. Kaden

\* Director

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Wilbur L. Ross

/s/ CARLOS M. HERNANDEZ Authorized  
U.S.  
Representative

Carlos M.  
Hernandez  
Mittal Steel USA  
ISG Inc.  
Name: Carlos M.  
Hernandez  
Title: General  
Counsel and  
Secretary

\*By: /s/ HENK  
SCHEFFER

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Henk Scheffer  
Attorney-in-Fact  
II-5

**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Description of Documents</b>
1.1	Form of Underwriting Agreement for Debt Securities, Class A Common Shares, Warrants and/or Units.
4.1	Form of Senior Note Indenture.
4.2	Form of Subordinated Note Indenture.
4.3*	Amended and Restated Articles of Association of Mittal Steel Company N.V., dated June 21, 2005 (English Translation).
4.4+	Form of Warrant Agreement.
4.5+	Form of Unit Agreement.
4.6+	Form of Senior Debt Security.
4.7+	Form of Subordinated Debt Security.
4.8*	Form of Class A Common Share Certificate.
4.9+	Form of Warrant (included in Exhibit 4.4).
4.10+	Form of Unit Certificate (included in Exhibit 4.5).
5.1	Opinion of Shearman & Sterling LLP, U.S. counsel to the Registrant, as to the validity of the

Exhibit Number	Description of Documents
	securities.
5.2	Opinion of Allen & Overy LLP, Dutch counsel to the Registrant, as to the validity of the securities.
12.1	Computation of Ratio of Earnings to Fixed Charges.
23.1	Consent of Deloitte Accountants B.V. (for Mittal Steel Company N.V.).
23.2	Consent of KPMG LLP (for International Steel Group Inc.).
23.3	Consent of KPMG Inc. (for Iscor Limited, December 31, 2003 and 2002 and Ispat Iscor Limited, December 31, 2004).
23.4	Consent of Ernst & Young Accountants (for Mittal Steel Holdings N.V. and subsidiaries).
23.5	Consent of Ernst & Young (Caribbean Ispat Limited).
23.6	Consent of Ernst & Young (Ispat Hamburg Group of Companies).
23.7	Consent of Shearman & Sterling LLP (included in Exhibit 5.1).
23.8	Consent of Allen & Overy LLP (included in Exhibit 5.2).
24*	Power of Attorney

Exhibit Number	Description of Documents
	(included on signature page of this registration statement).
25+	Form T-1 Statement of Eligibility of Trustee under the Trust Indenture Act of 1939.
*	Previously filed.
+	To be filed, if necessary, subsequent to the effectiveness of this Registration Statement by an amendment to this Registration Statement or incorporated by reference pursuant to a Report on Form 6-K in connection with the offering of securities.

