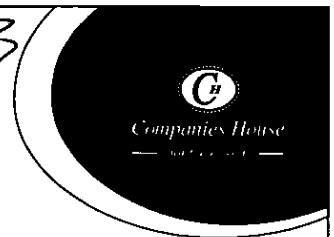


MG01

Particulars of a mortgage or charge

230524/13



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **What this form is for**

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland

☐ **What this form is NOT for**

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

TUESDAY



LD2

L1NKFP0A

11/12/2012

COMPANIES HOUSE

#80

1 Company details

Company number 00620465

Company name in full Firth Rixson Superalloys Limited (the "Company")

7 For official use

→ Filing in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Date of creation of charge

Date of creation ^d0^d7^m1^m2^y2^y0^y1^y2

3 Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Debenture dated 7 December 2012 (the "Debenture") between, amongst others, Lloyds TSB Bank plc (the "Security Agent") and the Company

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured The Indebtedness (as defined in Schedule 2 attached hereto)

Unless defined herein, the capitalised terms in this Form MG01 shall have the meaning given to them in Schedule 2 attached hereto

Continuation page

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

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name Lloyds TSB Bank plc

Address 25 Gresham Street

London

Postcode E C 2 V 7 H N

Name

Address

Postcode

Continuation page

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Please see Schedule 1 and Schedule 2 attached hereto

Continuation page

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

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X

White & Case LLP

X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Rachel Abel

Company name White & Case LLP

Address 5 Old Broad Street

Post town

County/Region London

Postcode E C 2 N 1 D W

Country UK

DX

Telephone +44 (0) 20 7532 1344



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>SCHEDULE 1</p> <p>1 1 Fixed charges</p> <p>The Company, as continuing security for the payment of the Indebtedness, charged in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest</p> <p>(a) by way of first legal mortgage, all Key Properties owned by it as at the Effective Date together with all buildings and fixtures (including trade fixtures) on such Key Properties;</p> <p>(b) by way of first equitable mortgage</p> <p>(i) all of the Subsidiary Shares and Investments and all corresponding Distribution Rights, and</p> <p>(ii) all freehold and leasehold property not charged pursuant to clause 3 1(a) of the Debenture (as set out in clause 1 1(a) above) together with fixtures (including trade fixtures) on that property,</p> <p>(c) by way of first fixed charge</p> <p>(i) all other interests (not charged under clause 3 1(a) or (b) of the Debenture (as set out in clauses 1.1(a) and (b) above)) in the buildings and fixtures (including trade fixtures) on any freehold or leasehold property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>(ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,</p> <p>(iii) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,</p> <p>(iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,</p> <p>(v) all monies standing to the credit of its accounts (including the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(vi) all its Intellectual Property,</p> <p>(vii) all rights and interest in the Hedging Agreements,</p> <p>(viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets,</p> <p>(ix) its goodwill and uncalled capital; and</p> <p>(x) if not effectively assigned by clause 3 4 (<i>Security assignment</i>) of the Debenture (as set out in clause 1.4 above) or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate notices, all its rights and interests in (and claims under) the Assigned Agreements</p> <p>1 2 Floating charge</p> <p>As further continuing security for the payment of the Indebtedness, the Company charged with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under clause 3 1 (<i>Fixed charges</i>) of the Debenture (as set out in clause 1 1 above) or assigned under clause 3 4 (<i>Security assignment</i>) of the Debenture (as set out in clause 1 4 below) including heritable property and all other assets in Scotland</p> <p>1 3 Qualifying floating charge</p> <p>The floating charge created by the Company pursuant to clause 3 2 (<i>Floating charge</i>) of the Debenture (as set out in clause 1.2 above) is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of schedule B1 to the Insolvency Act 1986</p> <p>1 4 Security assignment</p> <p>(a) As further continuing security for the payment of the Indebtedness, the Company assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest both present and future, actual and contingent in the Assigned Agreements <i>provided that</i> on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct).</p> <p>(b) Unless an Enforcement Event exists, but subject to clause 8 7 (<i>Assigned agreements</i>) of the Debenture, the Company was permitted to continue to deal with the counterparties to the relevant Assigned Agreements</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 5 Conversion of floating charge</p> <p>If</p> <p>(a) an Enforcement Event exists, or</p> <p>(b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any material Floating Charge Asset or that any material Floating Charge Asset is in danger of being seized or otherwise in jeopardy,</p> <p>the Security Agent may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge with immediate effect as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires on terms no more onerous than fixed charges or legal assignments created pursuant to the Debenture</p> <p>1 6 Automatic conversion of floating charge</p> <p>If the Company fails to comply with its negative pledge and/or disposals covenants in the Senior Facilities Agreement and the Mezzanine Facilities Agreement (except as permitted by the Senior Facilities Agreement and/or the Mezzanine Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset</p> <p>2. CONTINUING SECURITY</p> <p>2 1 Continuing security</p> <p>The security created by the Debenture is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Indebtedness or any other matter or thing</p> <p>2 2 Other security</p> <p>The security created by the Debenture is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent and/or any other Secured Party may at the time of, or after the Effective Date hold for any of the Indebtedness, and the security created by the Debenture may be enforced against the Company</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>without first having recourse to any other rights of the Security Agent or any other Secured Party</p> <p>3. FURTHER ASSURANCE</p> <p>3.1 General</p> <p>(a) Subject to the Agreed Security Principles, the Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices, acknowledgements and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))</p> <p>(i) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Debenture or by law,</p> <p>(ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or</p> <p>(iii) to facilitate the realisation of the Charged Property which was, or was intended to be, the subject of the Security created by the Debenture</p> <p>(b) Subject to the Agreed Security Principles, the Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Debenture</p> <p>4. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS</p> <p>The Company may not</p> <p>(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,</p> <p>(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="336 371 1018 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="528 443 1465 510">paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or</p> <p data-bbox="435 539 1465 607">(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,</p> <p data-bbox="435 636 1465 703">except as permitted by the Senior Facilities Agreement and/or the Mezzanine Facilities Agreement or with the prior consent of the Security Agent</p> <p data-bbox="336 732 616 766">3. ATTORNEY</p> <p data-bbox="435 801 1465 1346">(a) Subject to paragraph 9(b) of the Debenture (as set out in paragraph (b) below), the Company, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of the Debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under the Debenture or otherwise for any of the purposes of the Debenture, and the Company covenanted with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney</p> <p data-bbox="435 1379 1465 1632">(b) Each attorney appointed under paragraph 9(a) of the Debenture (as set out in paragraph (a) above) may only exercise any of the rights or powers conferred on it thereunder while an Enforcement Event exists and/or if the Company has failed to comply with any undertaking set out in clause 5 (<i>Further assurance</i>) of the Debenture (as set out in clause 3 above) or clauses 8 5 (<i>Title documents</i>) and/or 8 7 (<i>Assigned agreements</i>) of the Debenture.</p> <p data-bbox="336 1666 539 1700">SCHEDULE 2</p> <p data-bbox="336 1733 488 1767">Definitions</p> <p data-bbox="435 1800 1385 1834">“Acceding Facility Agent” means Deutsche Bank AG New York Branch,</p> <p data-bbox="435 1868 1465 1935">“Accounting Principles” has the meaning given to that term in the Senior Facilities Agreement,</p> <p data-bbox="435 1968 1465 2036">“After Acquired Key Property” means any Key Property acquired after the Effective Date,</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>“Agreed Security Principles” means the security principles set out in schedule 10 (<i>Security principles</i>) of the Senior Facilities Agreement,</p> <p>“Assigned Agreements” means the Insurances set out in schedule 4 (<i>Details of Assigned Agreements</i>) of the Debenture and/or in the relevant schedule to any Security Accession Deed and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent,</p> <p>“Book Debts” means all book and other debts arising in the ordinary course of trading,</p> <p>“Cash Collateral Accounts” means the Holding Accounts and the Mandatory Prepayment Accounts, each as defined in the Senior Facilities Agreement and in the Mezzanine Facilities Agreement:</p> <p>“Charging Companies” means each of the companies listed in schedule 1 (<i>Charging Companies</i>) to the Debenture and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,</p> <p>“Charged Property” means the assets mortgaged, charged or assigned to the Security Agent by the Debenture,</p> <p>“Collection Accounts” means the accounts of the Charging Companies set out in schedule 6 (<i>Details of Collection Accounts</i>) of the Debenture and/or in the relevant schedule to any Security Accession Deed and/or such other accounts as the relevant Charging Company and the Security Agent shall agree or (during the occurrence of an Enforcement Event) as the Security Agent shall specify,</p> <p>“Distribution Rights” means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>“Enforcement Event” means an Event of Default which has occurred and is continuing,</p> <p>“Effective Date” means the date on which the Retiring Facility Agent and the Acceding Facility Agent notify the Parent and the Lenders that all the conditions precedent listed in schedule 1 (<i>Conditions Precedent</i>) of the Third Restatement Agreement have been fulfilled to their respective satisfaction,</p> <p>“Event of Default” means an Event of Default as defined in the Senior Facilities Agreement or in the Mezzanine Facilities Agreement,</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Finance Documents" means the Senior Finance Documents and the Mezzanine Finance Documents,</p> <p>"Floating Charge Asset" means an asset charged under clause 3.2 (<i>Floating charge</i>) of the Debenture (as set out in clause 1.2 above),</p> <p>"Group" means the Parent and each of its Subsidiaries for the time being,</p> <p>"Group Company" means a member of the Group,</p> <p>"Hedging Agreements" means the Hedging Agreements as defined in the Senior Facilities Agreement and in the Mezzanine Facilities Agreement;</p> <p>"Incremental Facility Lender" means has the meaning given to that term in clause 2.3 (<i>Incremental Facility Commitments</i>) of the Senior Facilities Agreement</p> <p>"Indebtedness" means all money, obligations or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith, taking into account the operation of the severance of obligations provisions set out in the guarantee contained within the Senior Facilities Agreement and the Mezzanine Facilities Agreement,</p> <p>"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance;</p> <p>"Intellectual Property" means</p> <ul style="list-style-type: none"> (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and (b) the benefit of all applications and rights to use such assets of each Charging Company, <p>in each case, which may now or in the future subsist;</p> <p>"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund or partnership and any other comparable investment</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="336 376 1021 403">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="435 443 1465 551">(whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),</p> <p data-bbox="435 577 1409 609">“Key Properties” means any freehold or leasehold real property other than</p> <ul style="list-style-type: none"> <li data-bbox="435 636 1465 707">(a) leasehold property comprised in a lease which reserves an open market rent and was not granted in consideration of a capital sum, or <li data-bbox="435 734 1465 842">(b) leasehold property comprised in a lease whose term has less than seven years unexpired at the Effective Date or, in respect of After Acquired Key Property, at the date of acquisition of such property, or <li data-bbox="435 869 1321 900">(c) any licence to occupy any freehold or leasehold real property, <p data-bbox="435 927 1465 1034">and including all those properties described in schedule 2 (<i>Details of Key Properties</i>) to the Debenture (or, as the case may be, the relevant schedule of any Security Accession Deed),</p> <p data-bbox="435 1061 651 1093">“Lender” means</p> <ul style="list-style-type: none"> <li data-bbox="435 1128 798 1160">(a) any Original Lender; <li data-bbox="435 1196 1465 1303">(b) an Incremental Facility Lender which has acceded to the Senior Facilities Agreement in accordance with clause 2 3 (<i>Incremental Facility Commitments</i>) of the Senior Facilities Agreement, <li data-bbox="435 1339 1465 1447">(c) a Refinancing Term Lender which has acceded to the Senior Facilities Agreement in accordance with clause 2 7 (<i>Term Loan Refinancing Amendments</i>) of the Senior Facilities Agreement, <li data-bbox="435 1482 1465 1626">(d) a Refinancing Revolving Facility Lender which has acceded to the Senior Facilities Agreement in accordance with clause 2 8 (<i>Revolving Facility Commitment Refinancing Amendments</i>) of the Senior Facilities Agreement; and <li data-bbox="435 1662 1465 1877">(e) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 2 2 (<i>Increase in connection with Defaulting Lender or Illegality</i>), clause 2 3 (<i>Incremental Facility Commitments</i>), clause 32 (<i>Changes to the Lenders</i>) or (if relevant) clause 33 (<i>Debt Purchase Transactions</i>) each of the Senior Facilities Agreement, <p data-bbox="435 1912 1465 1977">which in each case has not ceased to be a party in accordance with the terms of the Senior Facilities Agreement,</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>“Mezzanine Facilities Agreement” means the mezzanine facilities agreement originally dated 17 December 2007, as most recently amended and restated on or about the Effective Date under which certain mezzanine lenders have made available certain facilities to certain Group Companies,</p> <p>“Mezzanine Finance Document” means the Mezzanine Finance Documents as defined in the Mezzanine Facilities Agreement;</p> <p>“Nominated Accounts” has the meaning given to that term in clause 8 3(a)(1) of the Debenture,</p> <p>“Obligors” means Obligors as defined in the Senior Facilities Agreement and in the Mezzanine Facilities Agreement,</p> <p>“Original Lender” means the financial institutions comprising “Initial Term Facility Lenders” and “New Revolving Facility Lenders” under (and as defined in) the Senior Facilities Agreement,</p> <p>“Parent” means FR Acquisition Holding Corporation (Luxembourg), S à r l;</p> <p>“Quasi-Security” has the meaning given to that term in clause 30 14 (<i>Negative pledge</i>) of the Senior Facilities Agreement,</p> <p>“Receiver” means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under this deed,</p> <p>“Refinancing Revolving Facility Lender” means, at any time, any Lender that has a Refinancing Revolving Facility Commitment of a given Revolving Facility Loan Refinancing Series or a Refinancing Revolving Facility Loan of a given Revolving Facility Loan Refinancing Series at such time (each as defined in the Senior Facilities Agreement);</p> <p>“Refinancing Term Lender” means, at any time, any Lender that has a Refinancing Term Facility Commitment of a given Term Loan Refinancing Series or a Refinancing Term Loan of a given Term Loan Refinancing Series at such time (each as defined in the Senior Facilities Agreement),</p> <p>“Retiring Facility Agent” means Lloyds TSB Bank plc,</p> <p>“Secured Parties” has the meaning given to such term in the Senior Facilities Agreement,</p> <p>“Security” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>“Security Accession Deed” means a deed executed by a Group Company substantially in the form set out in schedule 9 (<i>Form of Security Accession</i>)</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><i>Deed</i>) of the Debenture, with those amendments which the Security Agent may approve or reasonably require,</p> <p>“Senior Facilities Agreement” means the facilities agreement originally dated 17 December 2007, as most recently amended and restated on the Effective Date, under which certain lenders have made available certain facilities to certain Group Companies,</p> <p>“Senior Finance Documents” means the Senior Finance Documents as defined in the Senior Facilities Agreement,</p> <p>“Subsidiary” means</p> <ul style="list-style-type: none"> (a) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise, and (b) an entity treated as a subsidiary in the financial statements of any person pursuant to the Accounting Principles; or (c) in respect of a company incorporated in Luxembourg, an entity controlled directly or indirectly by a Luxembourg entity in accordance with the criteria set out in Article 309 and 310 of the Luxembourg law of 10 August 1915 on commercial companies, as amended; <p>“Subsidiary Shares” means all shares owned by a Charging Company as at the Effective Date or in the future in its Subsidiaries including those listed in schedule 3 (<i>Details of Subsidiary Shares</i>) of the Debenture or in the relevant schedule to any Security Accession Deed; and</p> <p>“Third Restatement Agreement” means the third restatement agreement dated on or about December 6, 2012, relating to the Senior Facilities Agreement, concluded between FR Acquisition Holding Corporation (Luxembourg), S.à r l as Parent, the companies listed in schedule 3 (<i>The Obligors</i>) thereto as obligors, Deutsche Bank AG New York Branch as acceding facility agent, the Security Agent as retiring facility agent and as security agent and Deutsche Bank AG New York Branch as fronting term lender and the financial institutions listed in part 2 of schedule 1 (<i>The Original Lenders</i>) to the Senior Facilities Agreement as lenders</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 620465
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 DECEMBER
2012 AND CREATED BY FIRTH RIXSON SUPERALLOYS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY CHARGING COMPANY OR ANY OTHER
OBLIGOR TO ANY SECURED PARTY ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 11 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 DECEMBER
2012

