

MG01

Particulars of a mortgage or charge



165459/281

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  
particulars of a charge for a  
company. To do this, please  
form MG01s

TUESDAY



A14 \*A00BLVDE\* 28/06/2011 165  
COMPANIES HOUSE

1

Company details

Company number 3 9 4 4 0 3 7  
Company name in full Luxfer Group Limited (**Chargor**)

For official use 7

→ **Filling 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 d1 d5 m0 m6 y2 y0 y1 y1

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 A debenture made between the Chorgor (1) certain subsidiaries of the  
Chorgor (2) (together the **Chargors**) and the Security Trustee (as defined  
below) (3) (**Debenture**)

4

Amount secured

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

Amount secured All monies and liabilities at the date of the  
Debenture or after due, owing or incurred by a  
Debtor or the Debtors to the Secured Parties (or  
any of them) under the Debt Documents (or any of  
them) in any manner and in any currency or  
currencies and whether at the date of the  
Debenture or in the future, actual or contingent,  
whether incurred solely or jointly with any other  
person and whether as principal or surety, together  
with all interest accruing on such monies and  
liabilities and all costs, charges and expenses  
incurred by any Secured Party under any Debt  
Document except for any obligation which, if it  
were included in the Debenture, would constitute  
unlawful financial assistance, or its equivalent in  
any other jurisdiction (**Secured Obligations**)

**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 |  | <b>Continuation page</b><br>Please use a continuation page if you need to enter more details |
| Name     | Lloyds TSB Bank plc (Security Trustee)   |  |  |
| Address  | 25 Gresham Street  |  |  |
|          | London   |  |  |
| Postcode | E C 2 V 7 H N  |  |  |
| Name     |  |  |  |
| Address  |  |  |  |
| Postcode |  |  |  |

**6 Short particulars of all the property mortgaged or charged**

|                   |  |  |  |
|-------------------|--|--|--|
|                   | Please give the short particulars of the property mortgaged or charged |  | <b>Continuation page</b><br>Please use a continuation page if you need to enter more details |
| Short particulars |  |  |  |
|                   | <b>1</b>   | <b>Charging provisions</b><br><br>All Security created by the Chargor under the Debenture was granted as continuing security for the payment and discharge of the Secured Obligations, granted with full title guarantee, granted in respect of all the right, title and interest (if any), at the date of the Debenture and in the future, of that Chargor in and to the relevant Secured Asset and granted in favour of the Security Trustee as security trustee for the Secured Parties |  |
|                   | <b>1 1</b>   | <b>First legal mortgages</b><br><br>The Chargor charged by way of first legal mortgage<br><br>(a) the Properties,<br><br>(b) all other interests and estates in freehold, leasehold or commonhold property, and, in each case, all Premises and Fixtures on such property for the time being   |  |
|                   | <b>1 2</b>   | <b>Assignments</b><br><br>(a) The Chargor assigned absolutely (subject to reassignment pursuant to clause 26 (Releases) of the Debenture)<br>(i) the Relevant Agreements to which it is a party (including all monies payable to the Chargor and any claims, awards or judgments in favour of the Chargor under or in connection with those Relevant Agreements), and<br><br>(ii) the Relevant Policies to which it is a party   |  |
|                   |  | . . continued  |  |

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## Particulars of a mortgage or charge

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### 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

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X Addlesnaw Goddard LLP X

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

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## 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 HARWJ/13845-1620

Company name Addleshaw Goddard LLP

Address Sovereign House

Sovereign Street

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 1 H Q

Country

DX 12004 Leeds

Telephone 0113 209 2000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 1 2 First fixed charges

The Chargor charged by first fixed charge

- (a) all other interests and estates in any freehold, leasehold or commonhold property,
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property,
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together Chattels) at the date of the Debenture and in future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,
- (e) the Subsidiary Shares together with all Related Rights,
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to the relevant Chargor and their proceeds (both collected and uncollected) (together Debts) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),
- (h) all monies from time to time standing to the credit of each account and the debts represented thereby held by the relevant Chargor with any bank, building society, financial institution or other person (each an Account);
- (i) all its Intellectual Property;
- (j) all its goodwill and uncalled capital,
- (k) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and
- (l) to the extent that any legal mortgage in clause 3.2 of the Debenture or any assignment in clause 3.3 of the Debenture is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in those clauses.

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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 3 <b>Floating charge</b></p> <p>The Chargor charged by way of first floating charge all its assets and undertaking wherever located both at the time of the Debenture and in the future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 3 2, 3 3 or 3 4 of the Debenture.</p> <p>1.4 <b>Qualifying floating charge</b></p> <p>The Debenture contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under the Debenture.</p> <p>1 5 <b>Conversion of floating charge to a fixed charge</b></p> <p>The Security Trustee may at any time by notice in writing to any Chargor convert the floating charge created under clause 3.5 of the Debenture into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if</p> <p>(a) an Event of Default is continuing; or</p> <p>(b) in the reasonable opinion and good faith of the Instructing Group that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset</p> <p>1.6 <b>Automatic conversion of floating charge to a fixed charge</b></p> <p>If (unless permitted in writing by the Security Trustee or expressly permitted under the terms of the Debt Documents)</p> <p>(a) the Chargor creates or attempts to create any Security over any of its Floating Charge Assets,</p> <p>(b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or</p> <p>(c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor,</p> <p>the floating charge created by the Debenture will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3.8(c) of the Debenture, over all of the Floating Charge Assets.</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><b>2 Negative pledge</b></p> <p>2.1 Subject to clause 5 3 of the Debenture, the Chargor shall create or permit to subsist any Security over any of its assets</p> <p>2.2 Subject to clause 5 3 of the Debenture, the Chargor shall:</p> <ul style="list-style-type: none"> <li>(a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any other member of the Group,</li> <li>(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,</li> <li>(c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or</li> <li>(d) enter into any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.</li> </ul> <p>2.3 Clauses 5 1 and 5 2 of the Debenture do not apply to any Security or arrangement which is Permitted Security under (and as defined in) the Senior Facilities Agreement and which is permitted under section 9.13(c) of the Note Purchase Agreement.</p> <p><b>3 Further assurance</b></p> <p>3.1 Without prejudice to the terms of the Debenture, the Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) in favour of the Security Trustee or its nominee(s):</p> <ul style="list-style-type: none"> <li>(a) to create, perfect, protect and maintain 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 Trustee or the Secured Parties provided by or pursuant to the Debenture or by law;</li> <li>(b) to confer on the Security Trustee or confer on the Secured Parties Security over any property and assets of that Chargor</li> </ul> |  |

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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>located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture; and/or</p> <p>(c) (if an Enforcement Event is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under the Debenture</p> <p>3.2 Each Chargor 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 Trustee or the Secured Parties by or pursuant to the Debenture</p> <p>3.3 Any document required to be executed by a Chargor under clause 7 of the Debenture will be prepared at the cost of that Chargor.</p> <p>3.4 Tacking and further advances</p> <p>The Secured Parties are, subject to the terms of the Facilities Agreements, under an obligation to make further advances to the Chargors and this security has been made for securing such further advances The Security Trustee and following the occurrence of an Event of Default which is continuing, each Chargor by the Debenture consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title to all registered property of that Chargor at the date of the Debenture and in the future (and any unregistered properties subject to compulsory first registration at the date of the Debenture).</p> <p><b>4 Security power of attorney</b></p> <p>4.1 Each Chargor, by way of security, irrevocably and severally appointed the Security Trustee, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under the Debenture Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under clause 12 of the Debenture.</p> <p>4.2 All monies expended by any such attorney shall be deemed to be expenses incurred by the Security Trustee under the Debenture</p> <p><b>5 Receiver</b></p> <p>5.1 <b>Appointment of Receiver</b></p> <p>(a)</p> |  |



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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(1) At any time after (1) any Security created by or under the Debenture is enforceable or (2) a petition is presented or applicable made for the appointment of an administrator in respect of the relevant Chargor or notice is given of the intention to appoint an administrator, the Security Trustee may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 13.2(c) (Acts of enforcement) of the Debenture,

(11) At any time, if so requested in writing by any Chargor, without further notice, the Security Trustee may appoint a Receiver to all or any part of the Secured Assets as if the Security Trustee had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred under the Law of Property Act 1925.

(b) Any Receiver appointed under the Debenture shall be the agent of the relevant Chargor and that Chargor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Security Trustee or any other Secured Party be in any way responsible for any misconduct, negligence or default of the Receiver

(c) Where a Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986:

(1) obtaining a moratorium, or

(11) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986,

shall not be grounds for appointment of a Receiver

**Authorisation** has the meaning given to that term in the Senior Facilities Agreement

**Debtor** means each Original Debtor and any person which becomes a party to the Intercreditor Deed as a Debtor in accordance with the terms of clause 15 (Changes to the Parties) of the Intercreditor

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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>Deed</p> <p><b>Debt Document</b> means each of the Debenture, the Hedging Agreements, the Senior Finance Documents, the Note Finance Documents, the Security Documents, the Bilateral Documents, any agreement evidencing the terms of the Intra Group Liabilities and any other document designated as such by the Security Trustee and the Company (each term as defined in the Intercreditor Deed)</p> <p><b>Enforcement Event</b> means (as the case may be) the Agent (as defined in the Senior Facilities Agreement) first exercising its respective rights under clause 27.20(b) (Acceleration) of the Senior Facilities Agreement or any of the events listed in section 11.1 of the Note Purchase Agreement occurring</p> <p><b>Event of Default</b> means an Event of Default as defined in the Senior Facilities Agreement or an Event of Default as defined in the Note Purchase Agreement (as applicable)</p> <p><b>Facilities Agreements</b> means the Senior Facilities Agreement and the Note Purchase Agreement</p> <p><b>Financial Indebtedness</b> means Financial Indebtedness as defined in the Senior Facilities Agreement and Financial Indebtedness as defined in the Note Purchase Agreement</p> <p><b>Fixtures</b> means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery at the date of the Debenture or at any time after the date of the Debenture on that Secured Property</p> <p><b>Floating Charge Asset</b> means all the assets and undertaking from time to time subject to the floating charge created under clause 3.5 (Floating charge) of the Debenture</p> <p><b>Group</b> means Group as defined in the Senior Facilities Agreement and Group as defined in the Note Purchase Agreement</p> <p><b>Instructing Group</b> has the meaning given to it in the Intercreditor Deed</p> <p><b>Insurance Policies</b> means, in respect of a Chargor, all policies of insurance at the date of the Debenture and in the future in which it has an interest</p> <p><b>Intellectual Property</b> means.</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain</p> |  |

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered and

(b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist)

**Intercreditor Deed** means the intercreditor deed dated 15 June 2011 between among others, the Company, the Security Trustee, the Noteholders (as defined therein), Lloyds TSB Bank plc, Clydesdale Bank PLC (trading as Yorkshire Bank) and Bank of America, N A as senior lenders

**Investments** means any shares, stocks, debenture security, securities, bonds and investments of any type (other than the Subsidiary Shares) whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the relevant Chargor or by a trustee or clearance system or nominee

**Note Purchase Agreement** means the note purchase agreement made between the Chargor, the Noteholders (as defined therein) and others dated 13 May 2011

**Original Debtor** means each of the Chargor, BA Holdings, Inc, Luxfer Group Limited, Luxfer Group 2000 Limited, MEL Chemicals Inc., Magnesium Elektron North America, Inc., Luxfer Gas Cylinders Limited, Luxfer Group Services Limited, Magnesium Elektron Limited, Luxfer Overseas Holdings Limited, Luxfer Gas Cylinders China Holdings Limited, Luxfer Inc, Hart Metals, Inc., Reade Manufacturing Company

**Permitted Security** has the meaning given to it in the Senior Facilities Agreement

**Premises** means any building on a Secured Property

**Properties** mean the properties listed in schedule 1 (Properties) to this form

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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><b>Receiver</b> means any receiver, manager or administrative receiver appointed by the Security Trustee in respect of any Chargor or any of the Secured Assets</p> <p><b>Related Rights</b> means, in respect of any Investment or Subsidiary Share.</p> <p>(a) all monies paid or payable in respect of that Investment or Subsidiary Share (whether as income, capital or otherwise)</p> <p>(b) all shares, investments or other assets derived from that Investment or Subsidiary Share and</p> <p>(c) all rights derived from or incidental to that Investment or Subsidiary Share</p> <p><b>Relevant Agreement</b> means.</p> <p>(a) each Bilateral Document (as defined in the Intercreditor Deed)</p> <p>(b) each Hedging Agreement (as defined in the Intercreditor Deed) and</p> <p>(c) each other agreement designated as a Relevant Agreement by the Security Trustee and the Chargor in writing</p> <p><b>Relevant Policies</b> means all Insurance Policies (other than policies in respect of third party liability) together with all monies payable in respect of those policies</p> <p><b>Secured Assets</b> means, in respect of any Chargor, all of its assets and undertaking the subject of any Security created (or intended to be created) by, under or supplemental to, the Debenture in favour of the Security Trustee</p> <p><b>Secured Parties</b> means the Security Trustee, any Receiver or Delegate, the Senior Agent and each of the Arrangers and the Primary Creditors from time to time but, in the case of the Senior Agent or any Arranger or Primary Creditor, only if it is a party to this Deed or (in the case of the Senior Agent or a Primary Creditor) has acceded to this Deed, in the appropriate capacity, pursuant to clause 15.7 (Creditor/Agent Accession Undertaking) of the Intercreditor Deed (each term as defined in the Intercreditor Deed)</p> <p><b>Secured Property</b> means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to the Debenture</p> <p><b>Security</b> means Security as defined in the Senior Facilities</p> |  |

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Agreement and Security as defined in the Note Purchase Agreement

**Senior Facilities Agreement** means the senior facilities agreement dated 13 May 2011 and made between the Chargor, the Senior Lenders (as defined therein) and others

**Subsidiary** means Subsidiary as defined in the Senior Facilities Agreement and Subsidiary as defined in the Note Purchase Agreement

**Subsidiary Shares** means, in respect of a Chargor, all shares at the date of the Debenture and in the future held by it in its Subsidiaries (including those listed in schedule 2 (Subsidiary Shares) to this form

#### Schedule 1

#### Properties

#### Registered Land

| Chargor                      | Country and district (or address or description and London borough)                               | Title number |
|------------------------------|---|--------------|
| Magnesium Elektron Limited   | Land and Buildings lying to the East of Rake Lane   | GM338045     |
| Magnesium Elektron Limited   | Land and Buildings on the North East side of Lumn's Land, Salford                                 | GM338044     |
| Magnesium Elektron Limited   | Land lying to the East of Rake Lane, Clifton Junction, Swinton                                    | LA311790     |
| Magnesium Elektron Limited   | Part of Magnesium Elektron Works, Northern Avenue, Clifton Junction                               | GM432392     |
| Luxfer Gas Cylinders Limited | Land on the South East side of Road Number 2, Colwick Industrial Estate, Nottingham               | NT217307     |
| Luxfer Gas Cylinders Limited | Land and Buildings on the South East side of Road Number 2, Colwick Industrial Estate, Nottingham | NT47237      |

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| 6                    | Short particulars of all the property mortgaged or charged             |   |          |
|----------------------|--|---|----------|
|                      | Please give the short particulars of the property mortgaged or charged |   |          |
| Short particulars    | BA Tubes Limited now known as Luxfer Group Services Limited            | Land and Buildings on the East side of Stanley Road, Redditch | HW163720 |
|                      | Luxfer Gas Cylinders Limited (Superform Aluminium)                     | Units D&E Cosgrove Close                                      | WR110653 |
|                      | Luxfer Gas Cylinders Limited (Superform Aluminium)                     | Unit A, Cosgrove Close  | WR125061 |
|                      | Luxfer Gas Cylinders Limited (Superform Aluminium)                     | Unit B, Cosgrove Close  | WR125062 |
|                      | Luxfer Gas Cylinders Limited (Superform Aluminium)                     | Unit C, Cosgrove Close  | WR125063 |
|                      | Luxfer Gas Cylinders Limited (Superform Aluminium)                     | Land adjoining Units B&C Cosgrove Close                       | WR125104 |
| Unregistered Land    |  |   |          |
| Chargor              | Country and district (or address or description and London borough)    |   |          |
| Luxfer Group Limited | First Floor The Gateways Offices, The Anchorage, Salford               |   |          |

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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

**Schedule 2**

**Subsidiary Shares**

| <b>Chargor</b>                   | <b>Name and registered number of Subsidiary</b> | <b>Number and class of shares</b>       |
|----------------------------------|---|---|
| Luxfer Holdings PLC              | Luxfer Group Limited                            | 6,100,000 ordinary shares               |
| Luxfer Holdings PLC              | Luxfer Group 2000 Limited                       | 5,000,000 ordinary shares               |
| Luxfer Holdings PLC              | Lumina Trustees Limited                         | 1 ordinary share                        |
| Luxfer Group 2000 Limited        | Luxfer Gas Cylinders Limited                    | 3,000,000 ordinary shares               |
| Luxfer Group 2000 Limited        | Biggleswick Limited                             | 7,920 A ordinary shares                 |
| Luxfer Group 2000 Limited        | Biggleswick Limited                             | 1980 B ordinary shares                  |
| Luxfer Group 2000 Limited        | Biggleswick Limited                             | 288 C ordinary shares                   |
| Luxfer Group 2000 Limited        | Luxfer Group Services Limited                   | 1,500,000 redeemable preference shares  |
| Luxfer Group 2000 Limited        | Magnesium Elektron Limited                      | 27,000,000 redeemable preference shares |
| Luxfer Group 2000 Limited        | Luxfer Overseas Holdings Limited                | 2 ordinary shares                       |
| Luxfer Group Limited             | Magnesium Elektron Limited                      | 8,000,000 ordinary shares               |
| Luxfer Group Limited             | Luxfer Group Services Limited                   | 4,600,000 ordinary shares               |
| Luxfer Group Limited             | Magnesium Elektron Limited                      | 31,700,000 redeemable preference shares |
| Luxfer Group Limited             | LGL 1996 Limited                                | 5,000,000 ordinary shares               |
| Luxfer Overseas Holdings Limited | Luxfer Gas Cylinders China Holdings Limited     | 1,795,958 ordinary shares               |

## MG01 - continuation page

Particulars of a mortgage or charge

|          |   |
|----------|---|
| <b>6</b> | <b>Short particulars of all the property mortgaged or charged</b> |
|----------|---|

|  |
|--|
| Please give the short particulars of the property mortgaged or charged |
|--|

Short particulars

..



**MG01 - continuation page**  
Particulars of a mortgage or charge

|                   |  |  |
|-------------------|--|--|
| <b>6</b>          | <b>Short particulars of all the property mortgaged or charged</b>      |  |
|                   | Please give the short particulars of the property mortgaged or charged |  |
| Short particulars |  |  |



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3944037  
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 15 JUNE 2011  
AND CREATED BY LUXFER GROUP LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE DEBTOR OR  
THE DEBTORS TO THE SECURED PARTIES (OR ANY OF THEM)  
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 28 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JUNE 2011



*Companies House*  
— for the record —

*P*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES