


# MG01

## Particulars of a mortgage or charge

224989/39



### 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**  
You cannot use this  
particulars of a charge  
company To do this  
form MG01s

FRIDAY



A12  
"A1IF7QEW"  
28/09/2012  
#352  
COMPANIES HOUSE

e

For official use

### 1 Company details

Company number 0 8 0 8 7 5 2 0  
Company name in full Tubes Holdco Limited (the "Chargor")

→ **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 d1 m0 m9 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 "Credit Agreement" means the term loan, guarantee and security agreement dated 11  
September 2012 made between, inter alios, the Chargor, ST Acquisition Corp, Superior  
Tubes Company, Inc., Fine Tubes Limited (together the "Credit Parties"), the Lenders (as  
defined below) and the Chargee (as defined below) in its capacity as agent for the Lenders

### 4 Amount secured

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

Amount secured All loans, advances, debts, expense reimbursement, fees,  
liabilities, and obligations for the performance of covenants,  
tasks or duties or for payment of monetary amounts (whether or  
not such performance is then required or contingent, or  
amounts are liquidated or determinable) owing by any Credit  
Party to the Lenders arising under any of the Loan Documents,  
of any kind or nature, present or future, whether or not  
evidenced by any note, agreement or other instrument, and all  
covenants and duties regarding such amounts.

(Continuation pages)

**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

**Continuation page**

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

Name

Icon Agent, LLC (the "Chargee")

Address

3 Park Avenue, 36<sup>th</sup> Floor

New York

Postcode

N Y 1 0 0 1 6

Name

Address

Postcode

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

Please give the short particulars of the property mortgaged or charged

**Continuation page**

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

Short particulars

**1) SECURITY INTEREST**

- a) As collateral security for the prompt and complete payment and performance of the Obligations, Chargor, granted to Chargee for the benefit of the Lenders a security interest in and Lien upon all of its property and assets, whether real or personal, tangible or intangible, and whether owned at the date of the Credit Agreement or thereafter acquired, or in which it at the date of the Credit Agreement had or at any time in the future may acquire any right, title, or interest, including all of the following property in which it has at the date of the Credit Agreement or at any time thereafter may acquire any right, title or interests

- i. all accounts;
- ii. all contract rights;
- iii. all deposit accounts;
- iv. all other bank accounts and all funds on deposit therein; all money, cash and cash equivalents;
- v. all investment property;
- vi. all Pledged Securities and all Distributions in respect thereof,
- vii. all goods (including, without limitation, inventory, equipment and fixtures);

(Continuation pages)

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>This term includes all principal, interest, Fees, Charges, expenses, attorneys' fees and any other sum chargeable to the Chargor under any of the Loan Documents (including interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loan, and Fees, Charges, costs, expenses and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, whether or not a claim for post-filing or post-petition interest or a claim for such Fees, Charges, costs and expense is allowed in such proceeding), and all principal and interest due in respect of the Loan and all obligations and liabilities of the Chargor under any Guarantee (the "<b>Obligations</b>")</p> <p>(Continuation pages end)</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>viii all chattel paper, documents and instruments;</p> <p>ix. all Books and Records,</p> <p>x all general intangibles (including, without limitation, all Intellectual Property, contract rights, choses in action, payment intangibles, licenses, Permits, and software, and all rights and interests under any key man life insurance policies),</p> <p>xi all letter-of-credit rights;</p> <p>xii all commercial tort claims;</p> <p>xiii all property, including all property of every description, in custody or in transit for any purpose, including safekeeping, collection or pledge, for the account of the Chargor or to which the Chargor may have any right or power, including but not limited to cash,</p> <p>xiv all other goods (including but not limited to fixtures) and personal property, whether tangible or intangible and wherever located;</p> <p>xv. all supporting obligations and consents and agreements of any kind or nature that are material to the operation, management, maintenance and conduct of the Chargor;</p> <p>xvi all Real Property of every kind and nature, including leases; and</p> <p>xvii to the extent not otherwise included, all Proceeds, tort claims, insurance claims and other rights to payment not otherwise included in the foregoing and products of all and any of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing excluding Excluded Accounts (all of the foregoing together with the assets subject to the U K Collateral, collectively, the "Collateral");</p> <p><u>provided</u>, however, that in each case, Collateral shall not include any Excluded Property, until such time, if any, that any property or asset which originally constitutes Excluded Property shall cease to be Excluded Property, whether pursuant to agreement, by operation of law, or otherwise</p> <p>2) NEGATIVE COVENANTS:</p> <p>The Chargor covenanted and agreed that, without Chargee's prior written consent the Chargor shall not, nor cause any of its subsidiaries to, directly or indirectly, by operation of law or otherwise, incur, maintain or otherwise suffer to exist any Lien upon or with respect</p>	

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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	<p>to any of its property, whether owned at the date of the Credit Agreement or thereafter acquired, or assign any right to receive income or profits, except for certain Permitted Liens.</p> <p><b>3) FURTHER ASSURANCES</b></p> <p>At any time and from time to time, upon the reasonable request of Chargee in writing and at the sole expense of the Chargor, the Chargor agreed that it shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Chargee may reasonably deem desirable (a) to obtain the full benefits of the Credit Agreement and the other Loan Documents, (b) to protect, preserve and maintain Chargee's rights in any Collateral and security interests or the equivalent under any foreign law, or (c) to enable Chargee to exercise all or any of the rights and powers granted in the Credit Agreement.</p> <p><b>4) DEFINITIONS</b></p> <p><b>"Books and Records"</b> means all books, records, board minutes, contracts, licenses, insurance policies, environmental audits, business plans, files, computer files, computer discs and other data and software storage and media devices, accounting books and records, financial statements (actual and on a pro forma basis), filings with governmental authorities and any and all records and instruments relating to the Collateral or the Chargor's business</p> <p><b>"Charges"</b> means all Federal, state, county, city, municipal, local, foreign or other governmental taxes (including taxes owed to PBGC at the time due and payable), levies, customs or other duties, assessments, charges, liens, and all additional charges, interest, penalties, expenses, claims or encumbrances upon or relating to (i) the Collateral, (ii) the Obligations, (iii) the employees, payroll, income or gross receipts of the Chargor, (iv) the ownership or use of any assets by the Chargor, or (v) any other aspect of the Chargor's business</p> <p><b>"Distributions"</b> shall mean, collectively, with respect to the Chargor, all dividends, cash, options, warrants, rights, instruments, distributions, returns of capital or principal, income, interest, profits and other property, interests (debt or equity), or proceeds, including as a result of a split, revision, reclassification or other like change of the Pledged Securities, from time to time received, receivable or otherwise distributed to the Chargor in respect of or in exchange for any or all of the Pledged Securities.</p> <p><b>"Excluded Accounts"</b> means any deposit account owned and used by the Chargor exclusively as (i) a payroll account (so long as such payroll account is a zero balance account), (ii) a petty cash account, but only to the extent that the balance as to each such petty cash account does not exceed \$20,000 at any time and that the aggregate amount of the balances as to all such petty cash accounts does not exceed \$50,000 at any time, (iii) withholding tax account or (iv) a fiduciary account.</p> <p><b>"Excluded Property"</b> means, with respect to the Chargor: (i) "intent-to-use" trademark applications, in each case until such time the Chargor files a statement of use with respect to</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>such trademark applications; (ii) any right, title or interest in any license, permit, or other contractual obligation entered into by the Chargor, or any general intangibles at the date of the Credit Agreement or thereafter owned by the Chargor (A) that prohibits the creation by the Chargor of a security interest or Lien thereon or requires the consent of any person other than the Chargor and its affiliates which consent has not been obtained as a condition to the creation of such security interest or Lien or which would be breached or give any such person the right to terminate it as a result of the creation of such security interest or Lien, or (B) to the extent that any law applicable thereto prohibits the creation of a security interest or Lien thereon, but only, in each case, to the extent, and for so long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other applicable law; (iii) any rights or interest in any contract, lease, permit, franchise, license, or license agreement covering real or personal property of the Chargor if under the terms of such contract, lease, permit, franchise, license, or license agreement, or applicable law with respect thereto, the grant of a security interest or Lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, franchise, license, or license agreement and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit, franchise, license, or license agreement has not been obtained (provided, that, (A) the foregoing exclusions of this clause (iii) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408, or 9-409 of the UCC or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit Chargee's security interest or lien to attach notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license, or license agreement and (B) the foregoing exclusions of clause (iii) shall in no way be construed to limit, impair, or otherwise affect any of Chargee's continuing security interests in and Liens upon any rights or interests of the Chargor in or to (1) monies due or to become due under or in connection with any aforescribed contract, lease, permit, license or license agreement (including any accounts), or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license or license agreement); (iv) vehicles and other goods subject to a certificate of title; or (v) any property to the extent that such grant of a security interest is prohibited by a governmental body, or requires a consent not obtained of any governmental body.</p> <p><b>"Fees"</b> means any and all fees due to Chargee as set forth in Section 1.6 of the Credit Agreement</p> <p><b>"Guarantees"</b> shall mean the guarantees issued pursuant to Article XI of the Credit Agreement by Chargor and its subsidiaries.</p> <p><b>"Intellectual Property"</b> means any and all Licenses, Patents, Copyrights, Trademarks (each as defined in the Credit Agreement), trade secrets and customer lists</p> <p><b>"Lender"</b> means each of those certain financial institutions set forth on Schedule B to the Credit Agreement, and if at any time any Lender shall decide to assign or syndicate all or any of the Obligations, such term shall include such assignee or such other members of the</p>	

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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	<p>syndicate.</p> <p><b>“Liens”</b> means any mortgage, security deed or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, security title, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the UCC or comparable law of any jurisdiction).</p> <p><b>“Loan”</b> means collectively, the Loans and extensions of credit made available by the Lenders to the Credit Parties under the Credit Agreement</p> <p><b>“Loan Documents”</b> means the Credit Agreement, the Note, the Management Fee Subordination Agreement, the Intercreditor Agreement, the Collateral Documents, each Power of Attorney (each as defined in the Credit Agreement), any waiver or consent of a landlord or mortgagee executed in favor of Chargee for the benefit of the Lenders, and all other agreements, instruments, documents and certificates executed and delivered to, and in favor of, Chargee and including all other agreements, pledges, consents, assignments, contracts and notices whether heretofore, at the date of the Credit Agreement or thereafter executed by or on behalf of the Chargor, or any employee of any Chargor, and delivered to, and in favor of, Chargee in connection with the Credit Agreement or the transactions contemplated thereby Any reference in the Credit Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to the Credit Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.</p> <p><b>“Permits”</b> means, with respect to any oerson, any permit, approval, authorization, license, registration, certificate, concession, grant, franchise, variance or permission from, and any other contractual obligations with, any governmental authority, in each case whether or not having the force of law and applicable to or binding upon such person or any of its property or to which such person or any of its property is subject.</p> <p><b>“Permitted Liens”</b> means the following encumbrances (i) Liens set forth in Disclosure Schedule (5.2) of the Credit Agreement outstanding as of the Closing Date; (ii) Liens for taxes or assessments or other governmental Charges or levies, either not yet due and payable or to the extent that nonpayment thereof is permitted by the terms of Section 3.10 of the Credit Agreement; (iii) mechanics’, workers’, materialmen’s or other like Liens arising in the ordinary course of business with respect to obligations which were not due and payable on the date of the Credit Agreement or being contested in good faith by appropriate proceedings, (iv) attachment, judgment or other similar Liens arising in connection with court or arbitration proceedings, <u>provided</u> that the same are discharged, or that execution or enforcement thereof is stayed pending appeal, within 30 days or (in the case of any execution or enforcement pending appeal) such lesser time during which such appeal may be taken, (v) zoning restrictions, easements, licenses, or other restrictions on the use of real property or other minor</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="357 412 1023 439">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="357 506 1482 1249">irregularities in title (including leasehold title) thereto, so long as the same do not interfere with in any material respect the use of such real estate; (vi) purchase money liens securing purchase money obligations (or rent) to the extent permitted under Section 5.1 of the Credit Agreement, (vii) Liens in favor of Chargee for the benefit of the Lenders securing the Obligations; (viii) Liens in favor of Revolving Agent (as defined in the Credit Agreement) securing all obligations, indebtedness and liabilities of the Chargor under the Revolving Loan Agreements (as defined in the Credit Agreement) in an amount not to exceed the Revolving Cap (as defined in the Intercreditor Agreement); (ix) the interests of lessors or sublessors under leases and subleases and non-exclusive licensors or sublicensors under license or sublicense agreements; (x) non-exclusive licenses of patents, trademarks, copyrights, and other intellectual property rights in the ordinary course of business, (xi) rights of setoff or bankers' liens upon deposits of cash in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such deposit accounts in the ordinary course of business; (xii) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under Section 5.1 of the Credit Agreement, (xiii) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (xiv) Liens arising from precautionary uniform commercial code financing statements filed under any lease permitted by the Credit Agreement, (xv) exceptions listed in the pro forma title insurance policy attached to the Credit Agreement as Schedule 2.1(j)(iv); and (xvi) with respect to any Credit Parties organised and existing under the laws of England and Wales, any Lien arising by operation of law in the ordinary course of trading</p> <p data-bbox="357 1283 1482 1980"><b>"Pledged Securities"</b> shall mean, collectively, with respect to the Chargor, (i) all issued and outstanding equity interests of each issuer set forth on Schedule 6(a) of the Perfection Certificate as being owned by the Chargor and all options, warrants, rights, agreements and additional equity interests of whatever class of any such issuer acquired by the Chargor (including by issuance), together with all rights, privileges, authority and powers of the Chargor relating to such equity interests in each such issuer or under any organizational document of each such issuer, and the certificates, instruments and agreements representing such equity interests and any and all interest of the Chargor in the entries on the books of any financial intermediary pertaining to such equity interests, (ii) all equity interests of any subsidiary, which equity interests are thereafter acquired by the Chargor (including by issuance) and all options, warrants, rights, agreements and additional equity interests of whatever class of any such subsidiary acquired by the Chargor (including by issuance), together with all rights, privileges, authority and powers of the Chargor relating to such equity interests or under any organizational document of any such subsidiary, and the certificates, instruments and agreements representing such equity interests and any and all interest of the Chargor in the entries on the books of any financial intermediary pertaining to such equity interests, from time to time acquired by the Chargor in any manner, and (iii) all equity interests issued in respect of the equity interests referred to in clause (i) or (ii) upon any consolidation or merger of any issuer of such equity interests, <u>provided</u> that Pledged Securities shall not include any equity interests which are not required to be pledged pursuant to Section 3.28 of the Credit Agreement</p>



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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	<p><b>“Proceeds”</b> means “proceeds,” as such term is defined in the UCC and, in any event, shall include: (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to the Chargor from time to time with respect to any Collateral; (ii) any and all payments (in any form whatsoever) made or due and payable to the Chargor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), (iii) any recoveries by the Chargor against third parties with respect to any litigation or dispute concerning any Collateral, including claims arising out of the loss or nonconformity of, interference with the use of, defects in, or infringement of rights in, or damage to, Collateral; and (iv) any and all other amounts, rights to payment or other property acquired upon the sale, lease, license, exchange or other disposition of Collateral (excluding amounts and rights to payment arising from the rental of any of the Collateral to customers of Chargor or any of its subsidiaries or distributors) and all rights arising out of Collateral</p> <p><b>“Real Property”</b> shall mean, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned, leased or operated by any person, whether by lease, license or other means, together with, in each case, all easements, hereditaments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other property and rights incidental to the ownership, lease or operation thereof.</p> <p><b>“UCC”</b> means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; <u>provided</u> that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Chargee’s Lien on any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “Code” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions of the Credit Agreement relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions; <u>provided further</u> that to the extent that the Code is used to define any term in the Credit Agreement or in any Loan Document and such term is defined differently in different articles or divisions of the Code, the definition of such term contained in article or division 9 shall govern</p> <p><b>“U.K. Collateral”</b> means the Collateral constituted and created pursuant to the U.K. Security Documents</p> <p><b>“U.K. Security Documents”</b> means the U K Debenture and any other documents governed by the laws of England and Wales executed by the Chargor that create or purport to credit Liens over any of its assets or undertaking situated in the U.K. in favor of Chargee</p> <p>(Continuation pages end)</p>

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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

Reed Smith 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 **Shaunee James**

Company name **Reed Smith**

Address **The Broadgate Tower**

**Primrose Street**

Post town **London**

County/Region

Postcode

**E**

**C**

**2**

**A**

**2**

**R**

**S**

Country

DX **DX 1066/DX 18 City/London**

Telephone **020 3116 3000**



### 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)**



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

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

**COMPANY NO. 8087520  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CREDIT AGREEMENT (TERM  
LOAN, GUARANTEE AND SECURITY AGREEMENT) CREATED  
OUTSIDE OF THE UNITED KINGDOM OVER PROPERTY  
SITUATED OUTSIDE OF THE UNITED KINGDOM DATED 11  
SEPTEMBER 2012 AND CREATED BY TUBES HOLDCO LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
ANY CREDIT PARTY TO THE LENDERS UNDER THE TERMS OF  
THE AFOREMENTIONED INSTRUMENT CREATING OR  
EVIDENCING THE CHARGE AND ALL MONIES DUE OR TO  
BECOME DUE FROM THE CHARGOR 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  
SEPTEMBER 2012

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 OCTOBER 2012**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES