

019736/13

In accordance with
Section 860 of the
Companies Act 2006 as
applied by The Limited
Liability Partnerships
(Application of Companies
Act 2006) Regulations 2009

LL MG01

Particulars of a mortgage or charge created by a
Limited Liability Partnership (LLP)



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
created by an LLP in England and
Wales or Northern Ireland

☐ **What this form is for**
You cannot use this form to register
particulars of a mortgage or charge
created by a Scottish LLP.
To do this, use Form
LL MG01s

FRIDAY



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18/05/2012

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COMPANIES HOUSE

n, please
at
gov.uk

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

1 LLP details

LLP number **OC375032**
LLP name in full **TRONOX INTERNATIONAL FINANCE LLP (the "Chargor")**

2 Date of creation of charge

Date of creation **15/05/2012**

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 **English law debenture dated 15 May 2012 and between the Chargor, Tronox Limited, Tronox Global Holdings Pty Limited (together with Tronox Limited, the "Partners") and Goldman Sachs Bank USA (the "Collateral Agent")**

4 Amount secured

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

Amount secured **The "Secured Obligations", which means all Obligations, except for any money, obligation or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006.**

For definitions of capitalised terms used in this Form MG01, please see the
continuation pages of Part 6 of this Form MG01 attached hereto

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

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5**Mortgagee(s) or person(s) entitled to the charge**

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	Goldman Sachs Bank USA
Address	200 West Street
	New York, New York 10282 USA
Postcode	
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. CHARGING PROVISIONS**1.1 Specific Security**

The Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Collateral Agent, for the benefit of the Secured Parties, 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

- (a) by way of first legal mortgage, all Property now belonging to or vested in it,
- (b) by way of first equitable mortgage, all the Shares and Investments and all corresponding Related Rights,
- (c) by way of first fixed charge
 - (i) all other interests (not effectively charged under Clause 3 1(a)) of the Debenture (as set out in paragraph 1 1(a) of this Part 6)) in any Property and the benefit of all other agreements relating to land,
 - (ii) all of its right, title and interest in the Intellectual Property,
 - (iii) all of its right, title and interest in the Equipment,
 - (iv) all monies standing to the credit of the Bank Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in and to those accounts,
 - (v) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts,
 - (vi) all of its rights and interest in the Commodity Hedging Agreements,

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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 <ul style="list-style-type: none">- 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	None	
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. 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. 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. 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 property situated in another part of UK.	
9	Signature Please sign the form here Signature X <i>Lukram & Watkins</i> X This form must be signed by a person with an interest in the registration of the charge	

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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 Emily Crdland

Company name Latham & Watkins LLP

Address 99 Bishopsgate

Post town London

County/Region

Postcode

E	C	2	M		3	X	F
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Country UK

DX

Telephone 020 7710 1000

Certificate

We will send your certificate to the presenter's address if given above or to the LLPs 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 LLP 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 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 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 LLPs registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(vii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,</p> <p>(viii) its goodwill and uncalled capital, and</p> <p>(ix) if not effectively assigned by Clause 3.3 (<i>Security Assignment</i>) of the Debenture, all its rights, title and interest in (and claims under) the Insurance Policies and the Assigned Agreements</p>	
	<p>1.2 Floating Charge</p> <p>As further continuing security for the payment of the Secured Obligations, the Chargor charges with full title guarantee in favour of the Collateral Agent, for the benefit of the Secured Parties, by way of first floating charge all its present and future assets and rights (other than in respect of Trading Receivables and Inventory) not effectively charged by way of fixed charge under Clause 3.1 (<i>Specific Security</i>) of the Debenture (as set out in paragraph 1.1 of this Part 6) or assigned under Clause 3.3 (<i>Security Assignment</i>) of the Debenture (as set out in paragraph 3.3 of this Part 6).</p>	
	<p>1.3 Security Assignment</p> <p>As further continuing security for the payment of the Secured Obligations, the Chargor assigns absolutely with full title guarantee to the Collateral Agent, for the benefit of the Secured Parties, all its rights, title and interest in:</p> <p>(a) the Insurance Policies,</p> <p>(b) the Related Rights, and</p> <p>(c) the Assigned Agreements,</p> <p>subject in each case to reassignment by the Collateral Agent to the relevant Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.</p>	
	<p>1.4 Conversion of Floating Charge</p> <p>(a) The Collateral Agent may, by notice to the Chargor or any Partner, convert the floating charge created under the Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if:</p> <p>(i) an Event of Default set out in Section 8.1(a) (<i>Failure to Make Payments When Due</i>) to Section 8.1(e) (<i>Reserved</i>) inclusive or Section 8.1(h) (<i>Judgments and Attachments</i>) to Section 8.1 (m) (<i>Defaults in Other Agreements</i>) inclusive of the Credit Agreement has occurred, in respect of which a notice has been served by the Administrative Agent in accordance with Section 8.1 (<i>Events of Default</i>) of the Credit Agreement,</p> <p>(ii) the Collateral Agent reasonably considers (in good faith) that any part of the Charged Property is in danger of being seized or sold under any form of distress, attachment, execution or other legal process, or</p> <p>(iii) the Collateral Agent reasonably considers (in good faith) that it is necessary in order to protect the priority, value or enforceability of the Security created under the Debenture</p> <p>(b) The floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over all the assets of the Chargor which are</p>	

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>subject to the floating charge created under the Debenture, if</p> <ul style="list-style-type: none"> (i) the occurrence of an Event of Default set out in Section 8.1(f) (<i>Involuntary Bankruptcy, Appointment of Receiver, Etc</i>) or Section 8.1(g) (<i>Voluntary Bankruptcy, Appointment of Receiver, Etc</i>) of the Credit Agreement, (ii) the members of that Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor, (iii) that Chargor creates, or purports to create, Security (except as permitted by the Credit Documents or with the prior consent of the Collateral Agent) on or over any of the Charged Property, (iv) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any of the Charged Property, or (v) if any other floating charge created by that Chargor crystallises for any reason <p>(c) Upon the conversion of any floating charge pursuant to Clause 3.4 of the Debenture (as set out in paragraph 1.4 of this Part 6), each relevant Chargor shall, at its own expense, immediately upon request by the Collateral Agent execute a fixed charge or legal assignment in such form as the Collateral Agent may require.</p> <p>1.5 Property Restricting Charging</p> <p>(a) There shall be excluded from the charge created by Clause 3.1 (<i>Specific Security</i>) (as set out in paragraph 1.1 of this Part 6) and from the operation of Clause 4 (<i>Further Assurance</i>) (as set out in paragraph 2 of this Part 6)</p> <ul style="list-style-type: none"> (i) any leasehold property held by the Chargor under a lease which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest, and (ii) any Intellectual Property in which the Chargor has any right, title or interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property, <p>in each case until the relevant condition or waiver has been satisfied or obtained</p> <p>(b) For all leasehold property or Intellectual Property referred to in Clause 3.5(a) of the Debenture (as set out in paragraph 1.5(a) of this Part 6), each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of the Debenture and to use its commercially reasonable endeavours to obtain such consent within 28 days of the date of the Debenture and to keep the Collateral Agent informed of the progress of its negotiations (for the avoidance of doubt, so long as commercially reasonable efforts are used, failure to obtain such consent shall not be a breach of the Debenture)</p> <p>(c) Immediately upon receipt of the relevant waiver or consent, the formerly excluded leasehold property or Intellectual Property shall stand charged to the Collateral Agent, for the benefit of the Secured Parties, under Clause 3.1 (<i>Specific Security</i>) (as set out in paragraph 3.1 of this Part 6). If required by the Collateral Agent, at any time following receipt of that waiver or consent, the relevant Chargor will forthwith execute a valid fixed charge or legal</p>	

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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

assignment in such form as the Collateral Agent shall reasonably require

1 6 Security granted by the Partners

Each Partner, as continuing security for the payment of the Secured Obligations, charges in favour of the Collateral Agent, for the benefit of the Secured Parties, with full title guarantee all of its rights, title and interest in and to the Chargor and all of its rights, title and benefits under the Partnership Agreement and any distributions and benefits accruing to it under or in connection therewith

2. FURTHER ASSURANCE

2 1 General

(a) The Chargor and the Partners shall promptly (and at their own expense) do all such acts (including payment of all stamp duties or fees) or execute and/or deposit with the Collateral Agent all such documents (including assignments, transfers, mortgages, charges, notices and instructions on terms equivalent or similar to those set out in the Debenture) as the Collateral Agent may reasonably request (and in such form as the Collateral Agent may reasonably require)

(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 Collateral Agent, any Receiver or the other Secured Parties provided by or pursuant to the Debenture or by law,

(ii) to confer on the Collateral Agent, or on the Secured Parties, Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or

(iii) at any time after an Enforcement Event has occurred, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under the Debenture

(b) Each of the Chargor and the Partners 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, protection or maintenance of any Security conferred or intended to be conferred on the Collateral Agent or the Secured Parties by or pursuant to the Debenture

3. NEGATIVE PLEDGE

No Chargor or Partner may

(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3 2 (*Floating Charge*) of the Debenture (as set out in paragraph 1 2 of this Part 6) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

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Short particulars	<p>except as permitted by the Credit Agreement or with the prior consent of the Collateral Agent.</p> <p>4. CONTINUING SECURITY</p> <p>4 1 Continuing Security</p> <p>The Security constituted by the Debenture shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing.</p> <p>4 2 Other Security</p> <p>The Security constituted 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 Collateral Agent and/or any other Secured Party may now or after the date of the Debenture hold for any of the Secured Obligations, and this Security may be enforced against the Chargor and the Partners without first having recourse to any other rights of the Collateral Agent or any other Secured Party</p> <p>5. POWER OF ATTORNEY</p> <p>5 1 The Chargor and each Partner, by way of security, irrevocably and severally appoints the Collateral Agent, each Receiver and any person nominated for the purpose by the Collateral Agent or any Receiver (in writing and signed by an officer of the Collateral 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 Collateral Agent or any Receiver under the Debenture or otherwise for any of the purposes of the Debenture, and the Chargor and each Partner covenants with the Collateral Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney</p> <p>5 2 The Collateral Agent, Receiver or any person nominated (as the case may be) shall only be entitled to exercise the power of attorney, pursuant to Clause 15 1 (<i>Power of Attorney</i>) of the Debenture (as set out in paragraph 5 1 of this Part 6), following</p> <p>(a) an Enforcement Event, or</p> <p>(b) the failure of the Chargor or a Partner (as applicable) to comply with a written request from the Collateral Agent to that Chargor in the performance of its obligations under the Debenture within 10 Business Days of such request</p> <p>6. REINSTATEMENT AND RELEASE</p> <p>6 1 Amounts Avoided</p> <p>If any amount paid by the Chargor and/or the Partners in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the relevant Chargor and/or the Partners or otherwise, then for the purposes of the Debenture that amount shall not be considered to have been paid</p> <p>6 2 Discharge Conditional</p> <p>Any settlement or discharge between the Chargor or any Partner and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Chargor or Partner or any other</p>	

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Short particulars	<p>person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under the Debenture) that Secured Party shall be entitled to recover from that Chargor or the Partner the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.</p> <p>6 3 Covenant To Release</p> <p>(a) Once all the Secured Obligations (other than obligations in respect of any Hedge Agreement and any unasserted contingent indemnification and unasserted reimbursement obligations) have been irrevocably paid in full and all Commitments under the Credit Agreement have been terminated and none of the Collateral Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, the Chargor or the Partners, the Collateral Agent and each Secured Party shall, at the request and cost of the Chargor, in accordance with Section 9 8(d) (<i>Release of Collateral and Guarantees upon Payment in Full of the Obligations, Termination of Credit Documents</i>) of the Credit Agreement, take any action which may be necessary to release the Charged Property from the Security constituted by the Debenture</p> <p>(b) The Collateral Agent shall, at the request and cost of the Chargor, take any action which is necessary to comply with its obligations under Section 9 8(e) (<i>Release of Collateral in respect of Permitted Dispositions</i>) of the Credit Agreement</p> <p>7. SET-OFF</p> <p>7 1 Set-off rights</p> <p>After an Enforcement Event has occurred, any Secured Party may set off any matured obligation due from the Chargor under the Credit Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Chargor and/or the Partners, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off</p> <p>7 2 Different Currencies</p> <p>A Secured Party may exercise its rights under Clause 21 1 (<i>Set-off rights</i>) of the Debenture (as set out in paragraph 7 1 of this Part 6) notwithstanding that the amounts concerned may be expressed in different currencies and each Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it</p> <p>7 3 Unliquidated Claims</p> <p>If, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Collateral Agent or any other Secured Party to the Chargor and/or the Partners, the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained</p> <p>DEFINITIONS</p> <p>"ABL Agent" means the agent under the Revolving Credit Agreement and related collateral documents, and any successor or new collateral agent thereunder. As of the Closing Date, Wells Fargo Capital Finance, LLC is</p>

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Short particulars	<p>the ABL Agent.</p> <p>"Administrative Agent" means Goldman Sachs Bank USA together with its permitted successor in such capacity,</p> <p>"Affiliate" means as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power (i) to vote 10% or more of the Securities having ordinary voting power for the election of directors of such Person (provided that solely for purposes of the first proviso in the definition of "Eligible Assignee" in the Credit Agreement, the foregoing 10% shall be increased to 15%) or (ii) to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise,</p> <p>"Agent" means each of Goldman Sachs Bank USA with permitted successors in its capacity as Administrative Agent, Syndication Agent, Collateral Agent, and Arranger, Deutsche Bank Securities Inc in its capacity as Bookrunner and Documentation Agent and any other Person appointed under the Credit Documents to serve in an agent or similar capacity,</p> <p>"Alternative Facility Agent" means any collateral agent or similar representative of the secured parties under any Alternative Facility or, if no such representative exists, the provider or providers of such Alternative Facility</p> <p>"Alternative Facility Intercreditor Agreement" means (i) an amendment, supplement or amendment and restatement of the Closing Date Intercreditor Agreement entered into between the relevant Credit Party, the Collateral Agent, the Alternative Facility Agent, the ABL Agent and Administrative Agent which joins an Alternative Facility to the Closing Date Intercreditor Agreement or (ii) one or more intercreditor agreements with the Administrative Agent the terms of which are substantially similar to the Closing Date Intercreditor Agreement or are not less favorable in any material respect to the Administrative Agent and the Lenders than the terms of the Closing Date Intercreditor Agreement,</p> <p>"Assigned Agreements" means the agreements listed in Schedule 9 (<i>Assigned Agreements</i>) of the Debenture and any other agreement designated as an Assigned Agreement by the Chargor and the Collateral Agent,</p> <p>"Assignment Agreement" means, as applicable, (a) an Assignment and Assumption Agreement substantially in the form of Exhibit D with such amendments or modifications as may be approved by Administrative Agent or (b) an Affiliate Assignment Agreement,</p> <p>"Australian General Security Deed" means one or more Australian General Security Deeds among the Credit Parties party thereto and the Collateral Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with their respective terms</p> <p>"Australian Specific Security Deed" means one or more Australian Specific Security Deeds among the Credit Parties party thereto and the Collateral Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with their respective terms</p> <p>"Bahamas Collateral Documents" means any and all instruments, documents and agreements, including, without limitation, share charges and debentures, governed by the laws of the Bahamas delivered by or on behalf of or at the request of any Credit Party pursuant to the Credit Agreement or any of the other Credit Documents in order to grant to, or perfect in favor of, Collateral Agent, for the benefit of Secured Parties, a Lien on any real, personal or mixed property of that Credit Party as security for the Obligations,</p> <p>"Bank Accounts" means the accounts of the Chargor set out in Schedule 6 (<i>Bank Accounts</i>) of the Debenture and/or such other accounts as the relevant Chargor and the Collateral Agent shall agree or (following the</p>

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Short particulars	<p>occurrence of an Event of Default) as the Collateral Agent shall specify,</p> <p>"Borrower" means Tronox Pigments (Netherlands) B.V ,</p> <p>"Business Day" means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in such state are authorized or required by law or other governmental action to close,</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Collateral Agent by the Debenture,</p> <p>"Chargor" has the meaning set out in Part 1,</p> <p>"Closing Date" means February 8, 2012,</p> <p>"Closing Date Intercreditor Agreement" means that certain intercreditor agreement between the ABL Agent and the Collateral Agent dated as of the Closing Date, as it may be amended, restated, supplemented, modified, refinanced or replaced from time to time,</p> <p>"Closing Date Term Loan" means a Term Loan made by a Lender to Borrower pursuant to Section 2 1(a) of the Credit Agreement,</p> <p>"Closing Date Term Loan Commitment" means the commitment of a Lender to make or otherwise fund a Closing Date Term Loan on the Closing Date, and "Closing Date Term Loan Commitments" means such commitments of all Lenders in the aggregate The amount of each Lender's Closing Date Term Loan Commitment is set forth on Appendix A-1 of the Credit Agreement or in the applicable Assignment Agreement, subject to any adjustment or reduction pursuant to the terms and conditions hereof The aggregate amount of the Closing Date Term Loan Commitments as of the Closing Date is \$550,000,000,</p> <p>"Collateral Agent" has the meaning set out in Part 3,</p> <p>"Collateral Documents" means the US Pledge and Security Agreement, the Mortgages, the Intellectual Property Security Agreements, the Closing Date Intercreditor Agreement, any Alternative Facility Intercreditor Agreement, any Permitted Securitization Intercreditor Agreement, the Landlord Personal Property Collateral Access Agreements, if any, each Australian General Security Deed, each Australian Specific Security Deed, a Dutch law deed of pledge of insurance claims, if any, a Dutch law disclosed deed of pledge of intercompany receivables, if any, a Dutch law undisclosed deed of pledge of trade receivables, if any, a Dutch law deed of pledge of inventory, if any, a Dutch law deed of pledge of movable assets, a Dutch law deed of pledge of shares in the capital of the Borrower, a Dutch law deed of pledge of shares in the capital of Dutch Opco, a Dutch law deed of pledge of membership interests in the direct parent of the Borrower after giving effect to the Reorganization, a Dutch law deed of pledge of partnership interests with respect to Tronox Holdings Europe C V., any UK Collateral Documents, any Bahamas Collateral Documents and all other instruments, documents and agreements delivered by or on behalf or at the request of any Credit Party pursuant to the Credit Agreement or any of the other Credit Documents in order to grant to, or perfect in favor of, Collateral Agent, for the benefit of Secured Parties, a Lien on any real, personal or mixed property of that Credit Party as security for the Obligations,</p> <p>"Commitment" means a Closing Date Term Loan Commitment, a Delayed Draw Term Loan Commitment and/or a New Term Loan Commitment, as the case may be,</p> <p>"Commodity Hedging Agreements" means, whether physically or financially settled, any agreement providing for swaps, futures or forwards, natural gas purchase or sale agreements, and options and any other similar derivative agreements (such as and including written puts), each with respect to, or involving the purchase, sale, or hedge of any natural gas price or price indices for any such commodities, in each case solely</p>

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="336 465 1018 497">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="336 555 1466 609">to hedge the risk of such prices associated with Holdings' and its Subsidiaries' operations and not for speculative purposes,</p> <p data-bbox="336 631 1466 766">"Credit Agreement" means the credit and guaranty agreement dated 8 February 2012 between, among others, Goldman Sachs Bank USA, as Sole Lead Arranger, Administrative Agent, Collateral Agent and Syndication Agent, Tronox Pigments (Netherlands) B V, Tronox Incorporated, certain subsidiaries of Tronox Incorporated, as Guarantors, the various Lenders party thereto, Goldman Sachs Bank USA and Deutsche Bank Securities Inc, as Joint Bookrunners and Deutsche Bank Securities Inc, as Documentation Agent,</p> <p data-bbox="336 788 1466 891">"Credit Documents" means any of the Credit Agreement, the Notes, if any, the Collateral Documents, and all other documents, certificates, instruments or agreements executed and delivered by or on behalf or at the request of a Credit Party for the benefit of any Agent or any Lender in connection herewith on or after the date hereof,</p> <p data-bbox="336 913 1466 967">"Credit Party" means each Person (other than any Securitization Subsidiary, any Agent or any Lender or any other representative thereof) from time to time party to a Credit Document,</p> <p data-bbox="336 990 1466 1227">"Currency Agreement" means any foreign exchange contract, currency swap agreement, futures contract, option contract, synthetic cap or other similar agreement or arrangement, each of which is for the purpose of hedging the United States Dollar, Australian Dollar, South African Rand or Euro (and any successor currencies thereto) (and any other currency as may otherwise be agreed to by Administrative Agent) foreign currency risk associated with Holdings' and its Subsidiaries' operations and not for speculative purposes (it being understood that Currency Agreements entered into in order to manage exposure to exchange rates with respect to any liability, Indebtedness or Investment of Holdings or any of its Subsidiaries shall be deemed to be for the purpose of hedging foreign currency risk associated with Holdings' and its Subsidiaries' operations and not for speculative purposes),</p> <p data-bbox="336 1249 1466 1339">"Debenture" means the English law debenture dated 15 May 2012 and between Tronox International Finance LLP, Tronox Limited, Tronox Global Holdings Pty Limited and Goldman Sachs Bank USA as Collateral Agent,</p> <p data-bbox="336 1361 1466 1415">"Delayed Draw Term Loan" means a Term Loan made by a Lender to Borrower pursuant to Section 2 2(a) of the Credit Agreement,</p> <p data-bbox="336 1438 1466 1491">"Dutch Opco" means Tronox Pigments (Holland) BV (as such entity's name may change) and its successors and assigns,</p> <p data-bbox="336 1514 635 1545">"Enforcement Event" means</p> <ul style="list-style-type: none"> <li data-bbox="427 1568 1466 1653">(a) the occurrence of an Event of Default set out in Section 8 1(f) (<i>Involuntary Bankruptcy, Appointment of Receiver, Etc</i>) or Section 8 1(g) (<i>Voluntary Bankruptcy, Appointment of Receiver, Etc</i>) of the Credit Agreement, or <li data-bbox="427 1675 1466 1809">(b) the occurrence and continuance of an Event of Default set out in Section 8.1(a) (<i>Failure to Make Payments When Due</i>) to Section 8 1(e) (<i>Reserved</i>) inclusive or Section 8 1(h) (<i>Judgments and Attachments</i>) to Section 8 1 (m) (<i>Defaults in Other Agreements</i>) inclusive of the Credit Agreement, in respect of which a notice has been served by the Administrative Agent in accordance with Clause 8 1 (<i>Events of Default</i>) of the Credit Agreement, <p data-bbox="336 1832 1466 1944">"Equipment" means all plant, machinery, computers, office and other equipment, furnishings and vehicles together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto, including but not limited to any assets specified in Schedule 4 (<i>Equipment</i>) of the Debenture and as specified in any relevant Security Accession Deed,</p>

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"Event of Default" means each of the conditions or events set forth in Section 8.1 of the Credit Agreement,

"Excluded Entities" means Tronox (Luxembourg) Holdings S a r l, Tronox (Switzerland) Holding GmbH, Tronox Luxembourg S a r l, Tronox Pigments International GmbH, Tronox GmbH, Tronox Pigments GmbH and Tronox Pigments (Savannah) Inc

"Financial Indebtedness" means, as applied to any Person, without duplication, (i) all indebtedness for borrowed money, (ii) that portion of obligations with respect to Capital Leases that is properly classified as a liability on a balance sheet in conformity with GAAP, (iii) notes payable and drafts accepted representing extensions of credit whether or not representing obligations for borrowed money; (iv) any obligation owed for all or any part of the deferred purchase price of property or services, including any earn-out obligations (excluding any such obligations incurred under ERISA), which purchase price is (a) due more than six months from the date of incurrence of the obligation in respect thereof or (b) evidenced by a note or similar written instrument, (v) all indebtedness of the type referred to in any of clauses (i) – (iv) or (vi) – (xi) of this definition that is secured by any Lien on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is nonrecourse to the credit of that Person, (vi) the face amount of any letter of credit issued for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings, (vii) Disqualified Equity Interests, (viii) the direct or indirect guaranty, endorsement (otherwise than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of another; (ix) any obligation of such Person the primary purpose or intent of which is to provide assurance to an obligee that the indebtedness of the obligor thereof will be paid or discharged, or any agreement relating thereto will be complied with, or the holders thereof will be protected (in whole or in part) against loss in respect thereof, (x) any liability of such Person for an obligation of another through any agreement (contingent or otherwise) (a) to purchase, repurchase or otherwise acquire such obligation or any security therefor, or to provide funds for the payment or discharge of such obligation (whether in the form of loans, advances, stock purchases, capital contributions or otherwise) or (b) to maintain the solvency or any balance sheet item, level of income or financial condition of another if, in the case of any agreement described under subclauses (a) or (b) of this clause (x), the primary purpose or intent thereof is as described in clause (ix) above, and (xi) all obligations of such Person in respect of any exchange traded or over the counter derivative transaction, including under any Interest Rate Agreement or Currency Agreement, in each case, whether entered into for hedging or speculative purposes or otherwise, provided, in no event shall obligations under any Hedge Agreement be deemed "Indebtedness" for any purpose under Section 6.7 of the Credit Agreement unless such obligations relate to such Hedge Agreement which has been terminated

"First Priority" means, with respect to any Lien purported to be created in any Collateral pursuant to any Collateral Document, that (a) (i) such Lien is senior to all other Liens with respect to all Collateral other than, at any time a Credit Party is party to the Revolving Credit Agreement or any Alternative Facility secured by Alternative Liens, (x) the Revolving Loan Priority Collateral and the ABL Collateral (in each case only to the extent and on the terms set forth in the Closing Date Intercreditor Agreement and/or the Alternative Facility Intercreditor Agreement (if applicable)), (y) Permitted Liens that are statutory Liens or Liens that arise by operation of Law in the Collateral and (z) those Permitted Liens set forth in Sections 6.2(g), (h), (i), (j), (l), (m), (p), (q), (s), (t) or (x) of the Credit Agreement and (ii) at any time a Credit Party is party to the Revolving Credit Agreement or any Alternative Facility secured by Alternative Liens, such Lien is junior only to (x) the Liens of the secured parties under such Revolving Credit Agreement and any Alternative Facility secured by Alternative Liens in the Revolving Loan Priority Collateral or the ABL Collateral (in each case only to the extent and on the terms set forth in the Closing Date Intercreditor Agreement and/or the Alternative Facility Intercreditor Agreement (if applicable)), (y) Permitted Liens that are statutory Liens or Liens that arise by operation of Law in the Collateral and (z) those Permitted Liens set forth in Sections 6.2(g), (h), (i), (j), (l), (m), (p), (q), (s), (t) or (x) of the Credit Agreement, and (b) at any time when no Credit Party is party to the Revolving Credit Agreement or any Alternative Facility, such Lien is senior to all other Liens with respect to all Collateral other than Permitted Liens that are statutory, non-consensual Liens in the Collateral and those Permitted Liens set forth in Sections 6.2(g), (h), (i), (j), (l), (m), (p), (q), (s), (t) or (x) of the Credit Agreement.

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Governmental Authority" means any foreign, federal, state, provincial, local, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity, officer or examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state of the United States, the United States, or a non-United States entity or government,</p> <p>"Hedge Agreement" means an Interest Rate Agreement entered into with a Lender Counterparty or a Currency Agreement entered into with a Lender Counterparty,</p> <p>"Holdings" means (a) prior to the completion of the relevant step of the Reorganization whereby Australia Holdings is the top tier entity for the Credit Parties, US Holdings and (b) after completion of the relevant step of the Reorganization whereby Australia Holdings is the top tier entity for the Credit Parties, Australia Holdings,</p> <p>"Intellectual Property" means any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist, including but not limited to the intellectual property, if any, specified in Schedule 3 (<i>Intellectual Property</i>) of the Debenture and as specified in any relevant Security Accession Deed;</p> <p>"Intellectual Property Security Agreements" has the meaning set out in the US Pledge and Security Agreement,</p> <p>"Interest Rate Agreement" means any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedging agreement or other similar agreement or arrangement, each of which is for the purpose of hedging the interest rate exposure associated with Holdings' and its Subsidiaries' operations and not for speculative purposes,</p> <p>"Insurance Policies" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, the Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, specified in Schedule 5 (<i>Insurance Policies</i>) of the Debenture (or as specified in any relevant Security Accession Deed);</p> <p>"Inventory" means all "inventory" (as defined in Article 9 of the UCC), including inventory, merchandise, goods and other personal property that are held for sale or lease or are furnished or are to be furnished under a contract of service, or that constitute raw materials, work in process, finished goods, returned goods, or materials or supplies of any kind used or consumed or to be used or consumed in the processing, production, packaging, promotion, delivery or shipping of the same, including all supplies and embedded software</p> <p>"Investments" means any stock, share, debenture, loan stock, security, bonds, options, warrants, interest in any investment fund and any other comparable investment (including rights to subscribe for, convert into or otherwise acquire the same) whether owned directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Shares) and including but not limited to the investments, if any, specified in Schedule 2 (<i>Shares and Investments</i>) of the Debenture and as specified in any relevant Security Accession Deed,</p> <p>"Joint Venture" means a joint venture, partnership or other similar arrangement, whether in corporate, partnership or other legal form, provided, in no event shall any corporate Subsidiary of any Person be considered to be a Joint Venture to which such Person is a party,</p> <p>"Landlord Personal Property Collateral Access Agreement" means a Landlord Waiver and Consent Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time with the consent of the Collateral Agent not to be unreasonably withheld, denied or delayed) in form and substance reasonably acceptable to the Collateral Agent</p>

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>
Short particulars	<p>"Lender" means each financial institution listed on the signature pages hereto as a Lender, and any other Person that becomes a party hereto pursuant to an Assignment Agreement,</p> <p>"Lender Counterparty" means each Lender, each Agent and each of their respective Affiliates counterparty to a Hedge Agreement (including any Person who is an Agent or a Lender (and any Affiliate thereof) as of the Closing Date but subsequently, whether before or after entering into a Hedge Agreement, ceases to be an Agent or a Lender, as the case may be), it being understood and agreed, however, that any such Person shall, prior to the consummation of each transaction under any such Hedge Agreement, (a) notify the Collateral Agent in writing of its status as a Lender Counterparty and (b) if, at the time that such Person enters into such transaction, such Person is also a party to (or an Affiliate of a party to) the Revolving Credit Agreement, elect, as between its Lien on the Term Loan Priority Collateral and its Lien on the Revolving Loan Priority Collateral, which Lien will be a first priority Lien and which Lien will be a second priority Lien (in each case, subject to Liens permitted to be prior to such Liens hereunder or under the Revolving Credit Agreement), which election must be notified to the Collateral Agent in writing (it being understood and agreed that any such Person that elects to have its lien on the Revolving Loan Priority Collateral be a first priority Lien shall not constitute a "Lender Counterparty" for purposes of the Credit Agreement),</p> <p>"Lien" means (i) (x) any lien, mortgage, pledge, assignment, security interest, charge or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any lease or license in the nature thereof) and (y) any option, trust or other preferential arrangement having the practical effect of any of the items listed in clause (x) and (ii) in the case of Securities, any purchase option, call or similar right of a third party with respect to such Securities;</p> <p>"Mortgage" means any deed of trust, leasehold deed of trust, mortgage, leasehold mortgage, deed to secure debt, leasehold deed to secure debt, debenture or other document creating a Lien on any Real Estate Asset or any interest in any Real Estate Asset, in each case (a) as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and (b) in form and substance reasonably acceptable to the Collateral Agent,</p> <p>"New Term Loan Commitment" means the new term loan commitments that the Borrower may, by written notice, request the establishment of, in an aggregate amount not in excess of \$100,000,000 and in accordance with Section 2.21 of the Credit Agreement,</p> <p>"Obligations" means all obligations of every nature of each Credit Party, including obligations from time to time owed to Agents (including former Agents), the Arranger, Lenders or any of them under any Credit Document and Lender Counterparties under any Hedge Agreement, whether for principal, interest (including interest which, but for the filing of a petition in bankruptcy with respect to such Credit Party, would have accrued on any Obligation, whether or not a claim is allowed against such Credit Party for such interest in the related bankruptcy proceeding), payments for early termination of Hedge Agreements, fees, expenses, indemnification or otherwise, including all such Obligations as may be novated in accordance with Section 3.6 of the Credit Agreement,</p> <p>"Other Debts" means all debts and monetary claims (other than Trading Receivables),</p> <p>"Partner" has the meaning set out in Part 3;</p> <p>"Partnership Agreement" means the partnership deed between the Partners dated 10 May 2012,</p> <p>"Permitted Securitization Intercreditor Agreement" means (i) an amendment, supplement or amendment and restatement of the Closing Date Intercreditor Agreement made between the Securitization Subsidiary, the Collateral Agent, the Alternative Facility Agent, the ABL Agent and Administrative Agent to effectuate a First Priority Lien in the Seller's Retained Interest or (ii) one or more intercreditor agreements with the Administrative Agent to effectuate such security interest,</p>

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p> "Person" means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, Joint Ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and Governmental Authorities, </p> <p> "Property" means all freehold and leasehold property from time to time owned by the Chargor or in which the Chargor is otherwise interested and shall include </p> <ul style="list-style-type: none"> (a) the proceeds of sale of all or any part of such property; (b) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property, (c) all money received by or payable to the Chargor in respect of such property, and (d) all buildings, fixtures and fittings from time to time on such property, <p> "Quasi-Security" means a transaction in which the Chargor or a Partner: </p> <ul style="list-style-type: none"> (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any other Credit Party, (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms; (c) enters 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 (d) enters into any other preferential arrangement having a similar effect, <p> 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, </p> <p> "Real Estate Asset" means, at any time of determination, any interest (fee, leasehold or otherwise) then owned by any Credit Party in any real property </p> <p> "Receiver" means an administrator, a receiver and manager or (if the Collateral Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture, </p> <p> "Related Rights" means all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property derived from any Share or Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise), </p> <p> "Reorganization" means the reorganization of Holdings and its Subsidiaries (including the formation of new Subsidiaries and dissolution of certain Subsidiaries) as set forth in the Transaction Summary (without any changes thereto that are adverse in any material respect to the interests of the Lenders and the Administrative Agent hereunder (except to the extent consented to in writing by the Administrative Agent)), </p> <p> "Revolving Credit Agreement" means, initially, that certain credit agreement dated as of February 14, 2011 by and among Tronox LLC, as borrower, the guarantors party thereto, the lenders signatory thereto and the ABL Agent, as it may be amended, restated, supplemented, modified, repaid and later reborrowed, extended, renewed, refinanced or replaced from time to time in accordance herewith, subject to the Closing Date </p>

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	<p>Short particulars of all the property mortgaged or charged</p>
	<p>Please give the short particulars of the property mortgaged or charged</p>
Short particulars	<p>Intercreditor Agreement,</p> <p>"Revolving Loan Priority Collateral" as defined in the Closing Date Intercreditor Agreement,</p> <p>"Secured Obligations" has the meaning set out in Part 4,</p> <p>"Secured Parties" means the Agents, Lenders and the Lender Counterparties and shall include, without limitation, all former Agents and Lenders and Lender Counterparties to the extent that any Obligations owing to such Persons were incurred while such Persons were Agents, Lenders or Lender Counterparties and such Obligations have not been paid or satisfied in full</p> <p>"Securitization Subsidiary" means a Subsidiary of Holdings that engages in no activities other than in connection with the financing of accounts receivable (and activities incidental thereto) and that is designated by the board of directors (or similar governing body) of Holdings (as provided below) as a Securitization Subsidiary and (1) has no Indebtedness or other Obligations (contingent or otherwise) that: (a) are guaranteed by Holdings, Borrower or any of their Subsidiaries, (b) are recourse to or obligate Holdings, Borrower or any of their Subsidiaries in any way or create a Lien on, or otherwise encumber or restrict, the Collateral in any way, or (c) subjects any property or assets of Holdings, Borrower or any of their Subsidiaries, directly or indirectly, contingently or otherwise, to the satisfaction thereof, (2) has no contract, agreement, arrangement or undertaking (except in connection with a Permitted Securitization) with Holdings, Borrower or any of their Subsidiaries other than on terms no less favorable to Holdings, Borrower or such Subsidiaries than those that might be obtained at the time from Persons that are not Affiliates of Borrower, other than fees payable in the ordinary course of business in connection with servicing accounts receivables, (3) neither Holdings, Borrower nor any of their Subsidiaries has any obligation to maintain or preserve the Securitization Subsidiary's financial condition or cause the Securitization Subsidiaries to achieve certain levels of operating results and (4) does not commingle its funds or assets with those of Borrower or any other Credit Party, in each case, other than Standard Securitization Undertakings. Any such designation by the board of directors (or similar governing body) of Holdings or Tronox US will be evidenced to Administrative Agent by filing with Administrative Agent a certified copy of the resolution of the board of directors (or similar governing body) of Holdings or Tronox US giving effect to such designation and an officers' certificate certifying, to such officer's knowledge and belief, that such designation complied with the foregoing conditions,</p> <p>"Security" means a mortgage, charge, pledge or 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 substantially in the form set out in Schedule 8 (<i>Form of Security Accession Deed</i>) of the Debenture, with those amendments which the Collateral Agent may approve or reasonably require,</p> <p>"Seller's Retained Interest" means the debt or equity interests held by Holdings or a Subsidiary of Holdings in a Securitization Subsidiary to which Securitization Assets have been transferred, including any such debt or equity received as consideration for or as a portion of the purchase price for the Securitization Assets transferred, or any other instrument through which Holdings or a Subsidiary of Holdings has rights to or receives distributions in respect of any residual or excess interest in the Securitization Assets</p> <p>"Shares" means all shares owned by the Chargor in its Subsidiaries including but not limited to the shares, if any, specified in Schedule 2 (<i>Shares and Investments</i>) of the Debenture and as specified in any relevant Security Accession Deed,</p> <p>"Specified Representations" means the representations and warranties set forth in Sections 4.1, 4.3, 4.4(a), 4.4(b) (but only to the extent such Contractual Obligations are material to the Acquired Business or South African Subsidiaries), 4.4(c), 4.6, 4.16 (solely with respect to the Investment Company Act of 1940), 4.17 (other than with respect to the Exchange Act), 4.21, 4.24, 4.25, and 4.28 of the Credit Agreement (other than to the extent relating to Collateral in which a Lien in favor of the Collateral Agent may be perfected after the</p>

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>Acquisition Date pursuant to the terms of Section 5 10 of the Credit Agreement),</p> <p>"Specified Transaction Agreement Representations" means the representations made by or with respect to the Acquired Business or such Subsidiaries in the Transaction Agreement as are material to the interests of the Lenders and the Administrative Agent, as reasonably determined by the Administrative Agent (but only to the extent that US Holdings or its Affiliates have the right not to consummate the Acquisition, or to terminate their obligations (or otherwise do not have an obligation to close) under the Transaction Agreement as a result of a failure of such representations in the Transaction Agreement to be true and correct)</p> <p>"Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, provided, that, (1) in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interest in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding, (2) for purposes of the definitions of "Net Asset Sale Proceeds" and "Net Insurance/Condemnation Proceeds," Sections 2 11(a) and 2 11(b) of the Credit Agreement, the term "Subsidiary" or "Subsidiaries" shall be deemed to not include any Persons that would otherwise be Subsidiaries hereunder for so long as such Persons are South African Subsidiaries, (3) for purposes of the representations and warranties made pursuant to Section 4 of the Credit Agreement, "Subsidiary" or "Subsidiaries" shall be deemed to include (x) all Subsidiaries of Holdings other than as set forth in the succeeding clause (y) and (y) South African Subsidiaries only with respect to those representations and warranties that constitute Specified Transaction Agreement Representations or Specified Representations and (4) the Excluded Entities shall not be considered Subsidiaries of Holdings for any purpose under the Credit Documents,</p> <p>"Term Loan Priority Collateral" means Collateral other than Revolving Loan Priority Collateral and ABL Collateral,</p> <p>"Term Loans" means the Closing Date Term Loans and the Delayed Draw Term Loans, collectively</p> <p>"Trading Receivables" means "accounts" and "payment intangibles," other than "payment intangibles" (in each case, as defined in Article 9 of the UCC) which constitute identifiable proceeds of Collateral which is not ABL Collateral</p> <p>"Transaction Summary" means the summary of the Reorganization as set forth in Schedule 1 1(c) of the Credit Agreement</p> <p>"UCC" means the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable jurisdiction,</p> <p>"UK Collateral Documents" means any and all instruments, documents and agreements, including, without limitation, share charges and debentures, governed by the laws of England and Wales delivered by or on behalf or at the request of any Credit Party pursuant to the Credit Agreement or any of the other Credit Documents in order to grant to, or perfect in favor of, Collateral Agent, for the benefit of Secured Parties, a Lien on any real, personal or mixed property of that Credit Party as security for the Obligations, and</p> <p>"US Pledge and Security Agreement" means the US Pledge and Security Agreement, dated as of the Closing Date among the Credit Parties thereto and the Collateral Agent, as it may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof</p>	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 869(5) & (6) of the Companies Act 2006 as
applied to the Limited Liability Partnerships (Application of
Companies Act 2006) Regulations 2009**

LLP NO. OC375032
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ENGLISH LAW DEBENTURE
DATED 15 MAY 2012 AND CREATED BY TRONOX
INTERNATIONAL FINANCE LLP FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM EACH CREDIT PARTY TO
AGENTS (INCLUDING FORMER AGENTS), THE ARRANGER,
LENDERS 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 AS APPLIED TO THE LIMITED LIABILITY PARTNERSHIPS
(APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009
ON THE 18 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 MAY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES