

# LL MG01

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



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**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 NOT for**  
You cannot use this form to reg  
particulars of a mortgage or ch  
for a Scottish LLP  
To do this, please use form  
LL MG01s

THURSDAY



A39 \*A1C0BQG8\*  
28/06/2012 #454  
COMPANIES HOUSE

<b>1</b>	<b>LLP details</b>
LLP number	O C 3 7 5 0 3 2
LLP name in full	Tronox International Finance LLP ("the <b>Chargor</b> ")

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

<b>2</b>	<b>Date of creation of charge</b>
Date of creation	d 2 d 1 m 0 m 6 y 2 y 0 y 1 y 2

<b>3</b>	<b>Description</b>
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'
Description	Charge over Accounts and Inventory dated 21 June 2012 ("the <b>Deed</b> ") and entered into between the Chargor and Goldman Sachs Bank USA (the " <b>Collateral Agent</b> ") for itself and for the benefit of the Secured Parties in its capacity as Collateral Agent for the Secured Parties under the Credit Agreement (as defined on continuation page 8 of Part 6 of this Form LLMG01)

<b>4</b>	<b>Amount secured</b>
	Please give us details of the amount secured by the mortgage or charge
Amount secured	The " <b>Secured Obligations</b> "  (For definitions of capitalised terms used in this Form LLMG02, please see continuation pages 6 - 11 of this Form LLMG01)

**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, USA
Postcode	1 0 2 8 2
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**

The Chargor, as continuing security for the payment of the Secured Obligations, charged by way of first fixed charge 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 Accounts and the Inventory

**2. FURTHER ASSURANCE****2.1 General**

- (a) The Chargor shall promptly (and at its 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 Deed) 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 Deed 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 Deed 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 Deed, and/or

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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. 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.

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## Signature

Please sign the form here

Signature

Signature

X *Hermon & Watkins* 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 **Max Palmer**

Company name **Latham & Watkins**

Address **99 Bishopsgate,**

Post town **London**

County/Region

Postcode 

E	C	2	M		3	X	F
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Country

DX

Telephone **02077104667**



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

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(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 Deed</p> <p>(b) The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, 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 Deed</p> <p><b>2. NEGATIVE PLEDGE</b></p> <p>No Chargor may</p> <p>(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property (other than the Security created under the debenture dated 19 June 2012 between the Original Chargor, Tronox Limited, Tronox Global Holdings PTY Limited and UBS AG, Stamford Branch),</p> <p>(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property 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</p> <p>(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,</p> <p>except as permitted by the Credit Agreement or with the prior consent of the Collateral Agent</p> <p><b>3. CONTINUING SECURITY</b></p> <p><b>3 1 Continuing Security</b></p> <p>The Security constituted by the Deed 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><b>3 2 Other Security</b></p> <p>The Security constituted by the Deed 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 Deed hold for any of the Secured Obligations, and this Security may be enforced against the Chargor without first having recourse to any other rights of the Collateral Agent or any other Secured Party</p> <p><b>4. PROTECTION OF SECURITY</b></p> <p>The Chargor shall, following an Enforcement Event, as agent for the Collateral Agent, collect all Accounts charged to the Collateral Agent under the Deed, pay the proceeds into a Bank Account promptly upon receipt and, pending such payment, hold those proceeds in trust for the Collateral Agent</p>	

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<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
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Short particulars	<p><b>5. POWER OF ATTORNEY</b></p> <p>5 1 The Chargor, by way of security, irrevocably and severally appointed 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 Deed, 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 Deed or otherwise for any of the purposes of the Deed, and the Chargor covenanted 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 5 1, following</p> <ul style="list-style-type: none"> <li>(a) an Enforcement Event, or</li> <li>(b) the failure of the Chargor to comply with a written request from the Collateral Agent to the Chargor in the performance of its obligations under the Deed within 10 Business Days of such request</li> </ul> <p><b><u>Definitions</u></b></p> <p>Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, and the following words when used in this Form LLMG01 (including these continuation pages of this Form LLMG01) shall have the following meanings</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 the ABL Agent,</p> <p>“ABL Collateral” means all now owned or hereafter acquired</p> <ul style="list-style-type: none"> <li>(i) Accounts,</li> <li>(ii) “deposit accounts” (as defined in Article 9 of the UCC), “securities accounts” (as defined in Article 8 of the UCC), including all monies, “uncertificated securities,” and “securities entitlements” (as defined in Article 8 of the UCC) contained therein (including all cash, marketable securities and other funds held in or on deposit in either of the foregoing), “instruments” (as defined in Article 9 of the UCC), including intercompany notes of Subsidiaries, and “chattel paper” (as defined in Article 9 of the UCC),</li> </ul> <p>“Accounts” means “accounts” and “payment intangibles,” other than “payment intangibles” (in</p>	

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Short particulars	<p>each case, as defined in Article 9 of the UCC) which constitute identifiable proceeds of Collateral which is not ABL Collateral,</p> <p>"Adjusted Eurodollar Rate" has the meaning given to it in the Credit Agreement,</p> <p>"Administrative Agent" means Goldman Sachs Bank USA,</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 (<u>provided</u> that solely for purposes of the first proviso in the definition of "Eligible Assignee", 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 (a) Administrative Agent, (b) Collateral Agent, (c) Arranger, (d) Bookrunners, (e) Syndication Agent, (f) Documentation Agent and (g) any other Person appointed under the Credit Documents to serve in an agent or similar capacity,</p> <p>"Arranger" means Goldman Sachs Bank USA,</p> <p>"Assignment Agreement" means, as applicable, an agreement substantially in the form of Exhibit D of the Credit Agreement,</p> <p>"Australia Holdings" means Tronox Limited (ACN 153 348 111), an Australian public limited company incorporated in the Commonwealth of Australia,</p> <p>"Australian Subsidiary" means each Australian Credit Party and each other Subsidiary of Holdings incorporated, organized or otherwise formed in the Commonwealth of Australia,</p> <p>"Bank Account" means such bank accounts as are notified to the Collateral Agent by the LLP from time to time,</p> <p>"Bookrunners" means Deutsche Bank Securities Inc &amp; Goldman Sachs Bank USA,</p> <p>"Botlek Facility" means Holdings' indirectly owned Facility located in the Botlek area of Rotterdam, The Netherlands</p> <p>"Business Day" means (i) 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 and (ii) with respect to all notices, determinations, fundings and payments in connection with the Adjusted Eurodollar Rate or any Eurodollar Rate Loans, the term "Business Day" means any day which is a Business Day described in <u>clause (i)</u> and which is also a day for trading by and between banks in Dollar deposits in the London interbank market,</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Collateral Agent by this</p>	

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Short particulars	<p>deed,</p> <p>"Chargor" means Tronox International Finance LLP,</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>"Collateral Agent" means Goldman Sachs Bank USA,</p> <p>"Counterpart Agreement" means a Counterpart Agreement delivered by a Credit Party (or Person to become a Credit Party) pursuant to <u>Section 5.10</u> or <u>Section 6.15</u> of the Credit Agreement substantially in the form of <u>Exhibit G</u> of the Credit Agreement with such amendments or modifications as may be reasonably acceptable to Administrative Agent,</p> <p>"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>"Credit Document" has the meaning given to it in the Credit Agreement,</p> <p>"Credit Party" means each Person (other than a Securitization Subsidiary, any Agent or any Lender or any other representative thereof) from time to time party to a Credit Document,</p> <p>"Currency Agreement" has the meaning given to it in the Credit Agreement,</p> <p>"Deed" has the meaning given to it on page 1 of this LLMG01,</p> <p>"Documentation Agent" means Deutsche Bank Securities Inc ,</p> <p>"Dutch Opco" means Tronox Pigments (Holland) BV (as such entity's name may change) and its successors and assigns,</p> <p>"Dutch Opco Guaranty and Collateral Date" means the date on which the Dutch Opco, subject to any unconditional positive advice of the works council of Dutch Opco and any prior corporate approvals, including the decision of the Board of Directors (or similar governing body) of Dutch Opco that it is in Dutch Opco's corporate interest (<i>vennootschappelijk belang</i>) to grant a Guaranty of the Obligations and a first priority Lien, has provided a Guaranty pursuant to <u>Section 5.10(a)</u> of the Credit Agreement and has provided a first priority Lien in favor of the Collateral Agent or its designee in such assets as are reasonably satisfactory to the Collateral Agent (subject to the foregoing advice and approvals, if attained), including but not limited to a Mortgage in respect of the Botlek Facility,</p> <p>"Eligible Assignee" has the meaning given to it in the Credit Agreement,</p>	



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Short particulars	<p>"Enforcement Event" means</p> <p>(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</p> <p>(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 of the Credit Agreement 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> <p>"Eurodollar Rate Loan" means a Loan bearing interest at a rate determined by reference to the Adjusted Eurodollar Rate,</p> <p>"Excluded Entities" means Tronox (Luxembourg) Holdings Sarl, Tronox (Switzerland) Holding GmbH, Tronox Luxembourg Sarl, Tronox Pigments International GmbH, Tronox GmbH, Tronox Pigments GmbH and Tronox Pigments (Savannah) Inc ,</p> <p>"Exempt Entity" means (a) South African Subsidiaries, (b) Excluded Entities, (c) Securitization Subsidiaries and (d) any Subsidiary precluded from providing any Guaranty as described in subclauses (ii) and (iii) in the first proviso of <u>Section 5 10(a)</u> of the Credit Agreement solely during such time as the circumstances preventing a Subsidiary from becoming a Guarantor pursuant to such subclauses (ii) and (iii) are in existence,</p> <p>"Event of Default" means each of the conditions or events set forth in <u>Section 8 1</u> of the Credit Agreement,</p> <p>"Facility" means any real property (including all buildings, fixtures or other improvements located thereon) owned, leased, operated or used by Holdings or any of its Subsidiaries or any of their Affiliates,</p> <p>"Financial Indebtedness" has the meaning given to "Indebtedness" in the Credit Agreement,</p> <p>"Guarantor" means each of (a) Holdings, (b) each direct and indirect Subsidiary of Holdings signatory hereto as of the Closing Date under the heading "Guarantors" on the signature pages of the Credit Agreement, (c) any direct or indirect Subsidiary of Holdings that becomes a guarantor hereunder pursuant to <u>Section 5 10</u>, <u>Section 5 14</u> or <u>Section 6 15</u> of the Credit Agreement and executes a Counterpart Agreement in connection therewith, (d) upon the relevant Whitewash Completion Date, any Whitewash Australian Entity, and (e) upon the Dutch Opco Guaranty and Collateral Date, the Dutch Opco, <u>provided, however</u>, notwithstanding anything to the contrary in the Credit Agreement or the other Credit Documents, in no event shall any Exempt Entity be required to become a Guarantor,</p> <p>"Guaranty" means the guaranty of each Guarantor set forth in <u>Section 7</u> of the Credit Agreement,</p> <p>"Holdings" means (a) prior to the completion of the relevant step of the Reorganization whereby</p>	

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Short particulars	<p>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>“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>“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>“Initial Australian Credit Party” has the meaning given to it in the Credit Agreement,</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>“Lender” means each financial institution listed on the signature pages of the Credit Agreement 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 this 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>

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Short particulars	<p>"Loan" means a Term Loan or a New Term Loan,</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" has the meaning given to it in 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 <u>Section 3.6</u> of the Credit Agreement,</p> <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>"Quasi-Security" means a transaction in which a chargor</p> <ul style="list-style-type: none"> <li>(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 a chargor or any other Credit Party,</li> <li>(b) sells, transfers or otherwise disposes of any of its receivables on recourse terms,</li> <li>(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</li> <li>(d) enters into any other preferential arrangement having a similar effect,</li> </ul> <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 this deed,</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>

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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>"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 Intercreditor Agreement,</p> <p>"Revolving Loan Priority Collateral" as defined in the Closing Date Intercreditor Agreement,</p> <p>"Securitization Subsidiary" has the meaning given to it in the Credit Agreement,</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>"Securities" means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing,</p> <p>"Secured Obligations" means the 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,</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" has the meaning given to it in the Credit Agreement,</p> <p>"South African Subsidiaries" means any Subsidiary formed under the laws of the Republic of South Africa or any Subsidiary if, as a result of providing a Guaranty of the Obligations or providing any Collateral or being a party to any of the Credit Documents, such Subsidiary would violate any applicable South African "Black Empowerment" laws, any South African exchange control regulations or any other similar South African laws and regulations applicable to it</p> <p>"Subsidiary" has the meaning given to it in the Credit Agreement,</p> <p>"Syndication Agent" means Goldman Sachs Bank USA,</p> <p>"Term Loan" has the meaning given to it in the Credit Agreement,</p> <p>"Term Loan Priority Collateral" means Collateral other than Revolving Loan Priority Collateral and ABL Collateral,</p> <p>"Transactions" has the meaning given to it in the Credit Agreement,</p> <p>"Transaction Summary" means the summary of the Reorganization as set forth in <u>Schedule 1 1(c)</u>.</p>	

## LL MG01 - continuation page

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

6	<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>           "UCC" means the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable jurisdiction,         </p> <p>           "US Holdings" means Tronox Incorporated,         </p> <p>           "Whitewash Australian Entity" means any Australian Subsidiary which is required to obtain approval to the giving of financial assistance in accordance with section 260B of the Corporations Act in connection with the Transactions, and         </p> <p>           "Whitewash Completion Date" means (a) in respect of each Initial Australian Credit Party that is a Whitewash Australian Entity, as soon as commercially practicable, but in any event no later than 45 days after the Closing Date (or such longer period as consented to by the Collateral Agent in its sole discretion), and (b) in respect of each other Australian Subsidiary from time to time that is a Whitewash Australian Entity, the date which is 45 days (or such longer period as consented to by the Collateral Agent in its sole discretion) after the date such Australian Subsidiary is acquired by, or otherwise becomes a Subsidiary domiciled in Australia of, Holdings or one of its Subsidiaries         </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. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER ACCOUNTS AND  
INVENTORY DATED 21 JUNE 2012 AND CREATED BY TRONOX  
INTERNATIONAL FINANCE LLP FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM EACH CREDIT PARTY, THE  
ARRANGER, LENDERS OR ANY OF THEM TO AGENTS 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 28 JUNE 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JULY 2012**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**