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COMPANIES FORM No. 395

157796/52.

Particulars of a mortgage or charge

395

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

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

*insert full name of Company

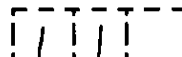
Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)



For official use

Company number



03657564

Name of company

* Mettis Group Limited (the "Company")

Date of creation of the charge

20 April 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

Composite Guarantee and Debenture (the "Guarantee and Debenture")

Amount secured by the mortgage or charge

See attached Appendix A

Names and addresses of the mortgagees or persons entitled to the charge

S.T. Saints Capital Chamonix L P , a Delaware Limited Partnership whose principal place of business is at 475 Sansome Street, Suite 1850, San Francisco, CA94111 (the "Lender")

Postcode

Presentor's name address and reference (if any)

Dickson Minto W S
Royal London House
22-25 Finsbury Square
London
EC2A 1DX

Mettis Group xfd

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



A50 27/04/2007 268
ATB0SP2X
COMPANIES HOUSE

See attached Appendix B

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write in
this margin

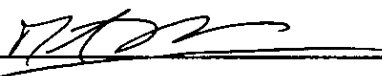
Please complete
legibly, preferably
in black type, or
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Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

26/4/7

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

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COMPANIES HOUSE FORM 395

COMPOSITE GUARANTEE AND DEBENTURE

APPENDIX A

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Charging Company or other Obligor to the Lender under the Finance Documents together with

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- (a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities,
- (b) any further advances and additional facilities which may be made by the Lender to any Charging Company or other Obligor under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees and costs in connection therewith,
- (c) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with any of the Finance Documents,
- (d) any claim against any Charging Company or other Obligor flowing from the recovery by any Charging Company or other Obligor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise,
- (e) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings, and
- (f) all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights against any Charging Company or other Obligor

Capitalised terms are defined in Appendix D attached hereto.

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COMPANIES HOUSE FORM 395

COMPOSITE GUARANTEE AND DEBENTURE

APPENDIX B

Short particulars of all the property mortgaged or charged

- 1 Each Charging Company with full title guarantee has charged with the payment and discharge to the Lender of all the Secured Liabilities
- (a) by way of first legal mortgage all estates or interests owned by it in the Legally Mortgaged Property,
 - (b) by way of first fixed charge all of its estates and interests in any freehold or leasehold property at the date of the Guarantee and Debenture or at any time thereafter belonging to it (other than the Legally Mortgaged Property) together with all its present and future buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,
 - (c) by way of first fixed charge all its plant, machinery, vehicles and other equipment at the date of the Guarantee and Debenture or at any time thereafter owned by it together with the benefit of any obligations and warranties given to it by the manufacturer or supplier of such plant, machinery, vehicles or other equipment and the benefit of all maintenance agreements entered into between it and any other person in respect of such plant, machinery, vehicles and other equipment,
 - (d) by way of first fixed charge the Shares owned by it,
 - (e) by way of first fixed charge all its Investment Interests,
 - (f) by way of first fixed charge all its licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, business names, design rights, moral rights, inventions, know-how and rights in confidential information at the date of the Guarantee and Debenture or at any time belonging to it,
 - (g) by way of first fixed charge its goodwill and the uncalled capital both present and future,
 - (h) by way of first fixed charge the book debts and monetary claims due or owing to it in any manner whatsoever both present and future,
 - (i) by way of first fixed charge all balances standing to the credit of any of its current, deposit or other account with the Lender or with other banks, lenders, financial institutions or similar third parties and the debt or debts represented thereby, other than any such balances to the

extent effectively assigned to the Lender under the Guarantee and Debenture,

- (j) by way of first fixed charge all its benefits in respect of all contracts and policies of insurance which are from time to time taken out by it or (to the extent of such interest) in which it has an interest, other than any such benefits to the extent effectively assigned to the Lender under the Guarantee and Debenture, and
 - (k) by way of first floating charge its undertaking and all its property and assets both present and future (including, without limitation, any property or assets situated in Scotland or governed by Scots law), other than any property or assets effectively mortgaged, charged by way of fixed charge or assigned to the Lender under the Guarantee and Debenture
- 2 The Company has assigned with full title guarantee absolutely to the Lender as security for the payment and discharge of all the Secured Liabilities, all of its right, title and interest, present and future, in and to the Insurance Policies
- To the extent (if any) that such right, title and/or interest is not assignable, such assignment will operate as an assignment of all proceeds received by the Charging Company under the Insurance Policies as security for the Secured Liabilities
- 3 Each Charging Company has covenanted that (without the prior consent of the Lender) it shall not
- (a) create (or permit to subsist) any Security over all or any part of its present or future revenues or assets, except as permitted under the Intercreditor Deed and/or First Creditors Financing Documents, or
 - (b) sell, lease, transfer or otherwise dispose of (by one or more transactions or series of transactions whether related or not) the whole or any part of its revenues or assets
- 4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by the Guarantee and Debenture

Capitalised terms are defined in Appendix D attached hereto.

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COMPANIES HOUSE FORM 395
COMPOSITE GUARANTEE AND DEBENTURE

APPENDIX C

The Legally Mortgaged Property

All that freehold property being Windsor Road, Redditch, Worcestershire, B97 6RF
as the same is registered at the Land Registry under title number HW176785

COMPANIES HOUSE FORM 395

COMPOSITE GUARANTEE AND DEBENTURE

APPENDIX D

Definitions

The terms and expressions used in this Form 395 have the meanings as set out below

"Charging Companies" means the Company and the Guarantors and **"Charging Company"** will be construed accordingly,

"Excluded Property" means any leasehold property held by a Charging Company under any lease which either precludes absolutely or conditionally (including requiring the consent of any third party) such Charging Company from creating any mortgage or charge over its leasehold interest in that property,

"Finance Documents" means the Loan Agreement, the Guarantee and Debenture and the Intercreditor Deed,

"First Creditor's Financing Documents" has the meaning given to such term in the Intercreditor Deed,

"Guarantors" means the Company, Mettis Aerospace (Holdings) Limited, High Duty Alloys Limited and Mettis Aerospace Limited and **"Guarantor"** will be construed accordingly,

"Insurance Policies" means the insurance policies in which a Charging Company may have an interest,

"Intercreditor Deed" means the intercreditor deed dated 16 April 2007 entered into between Landsbankı Commercial Finance, the Lender and the Charging Companies,

"Investment Interests" means all shares and stock in the capital of any company (other than the Shares), debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments after the date of the Guarantee and Debenture owned by any Charging Company or held for or on behalf of a Charging Company in any manner whatsoever or in which it otherwise has an interest together in all cases with all rights arising in relation thereto,

"Legally Mortgaged Property" means the freehold, leasehold and other immovable property described in Appendix C attached hereto together with the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to each Charging Company,

"Loan Agreement" means the loan agreement entered into between the Company and the Lender dated 16 April 2007 (as such agreement is amended, varied, supplemented, novated or replaced from time to time),

"Obligor" means the Company or a Guarantor,

"Security" means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect,

"Secured Liabilities" means the amount secured by the Guarantee and Debenture more particularly described in Appendix A,

"Shares" means the shares listed in Schedule 2 (The Shares) to the Guarantee and Debenture, together with all rights, including dividends and other distributions, arising in relation thereto in any manner whatsoever, and

"Supplemental Mortgage" means a legal mortgage or charge in respect of any Excluded Property or any other freehold or leasehold property at any time belonging to a Charging Company (other than the Legally Mortgaged Property) together with all present and future buildings and fixtures (including trade fixtures) and fixed plant machinery from time to time thereon and therein entered into pursuant to the provisions of Clauses 9 3 or 20 of the Guarantee and Debenture

Save where the contrary is indicated, any reference in the Guarantee and Debenture to

- (a) **"book debts"**, **"stock-in-trade"** and **"work-in-progress"** shall be construed and shall be deemed to include all moneys becoming payable to a Charging Company in respect thereof under or by virtue of any policy of insurance taken out by it against the non-payment of book debts or the loss, damage or destruction of stock-in-trade or work-in-progress as the case may be and **"book debts"** shall be construed as a reference to all debts due to a Charging Company whether or not the sum is such as would in the ordinary course of business be entered in the books relating to such business and shall extend to and be deemed to include all bank deposits, royalties, fees and income of like nature in relation to intellectual property and all moneys becoming payable to a Charging Company in respect of debts due to or claims (including insurance claims) by it notwithstanding that the amount thereof shall not have been quantified at the time when the moneys hereby secured shall have become payable;
- (b) a **"company"** includes any body corporate,
- (c) a **"holding company"** shall mean, in relation to a company or corporation, any other company or corporation in respect of which it is a subsidiary,
- (d) **"intellectual property"** shall be construed as a reference to the property described in Clause 5 1(f) of the Guarantee and Debenture,
- (e) a **"person"** includes an individual, body corporate, partnership, government, state or agency of a state, in each case whether or not having separate legal personality,
- (f) **"subsidiary"** shall mean, in relation to a company or corporation, any company or corporation

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- (i) which is controlled, directly or indirectly, by the first-mentioned company or corporation,
 - (ii) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or
 - (iii) which is a subsidiary of another subsidiary of the first-mentioned company or corporation,
- (g) "stock-in-trade" and "work-in-progress" shall (without prejudice to the generality of those expressions) be construed so as to include:
- (i) all materials wherever situated belonging to a Charging Company which are intended to be or are in the course of being used for manufacture and all goods partly or wholly manufactured both present and future, and
 - (ii) all general stores and stocks of fuel and like chattels belonging to a Charging Company and used in or adapted or intended for use in the course of manufacture (but not including plant, machinery and motor vehicles) both present and future;
- (h) any statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the same statute,
- (i) the singular shall include the plural and vice versa,
- (j) the Guarantee and Debenture and any provisions of the Guarantee and Debenture or to any other agreements, instrument or document are to be construed as references to the Guarantee and Debenture, those provisions or that agreement, instrument or document, as is in force for the time being and as amended, varied, supplemented, substituted, replaced or novated from time to time, including (without limitation) in respect of the Guarantee and Debenture, as supplemented from time to time by any Supplemental Mortgage,
- (k) Clauses and Schedules are to be construed as references to the Clauses of, and Schedules to, the Guarantee and Debenture as amended or varied from time to time and references to sub-clauses shall unless otherwise specifically stated be construed as references to the sub-clauses of the Clause in which the reference appears

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 03657564

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT COMPOSITE GUARANTEE AND DEBENTURE DATED THE 20th APRIL 2007 AND CREATED BY METTIS GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGING COMPANY OR OTHER OBLIGOR TO SAINTS CAPITAL CHAMONIX L P UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd MAY 2007



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

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