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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

165491/221

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[] [6] []

00086849

Name of company

* AURORA GROUP LIMITED (the "Company")

Date of creation of the charge

20 December 2007

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

SECURITY ACCESSION DEED dated 20 December 2007 between the New Charging Companies,
Bidco and the Security Agent (the "Deed of Accession")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or
any other Obligor under any Finance Document at 20 December 2007 or in the future, in any
manner whether actual or contingent, whether incurred solely or jointly with any other person and
whether as principal or surety, together with all interest accruing thereon and including all
liabilities in connection with any notes, bills or other instruments accepted by any Secured Party
for or at the request of an Obligor and all losses incurred by any Secured Party in connection
therewith except for any money or liability which, if it were so included, would cause the
infringement of section 151 of the Companies Act 1985 and taking into account the operation of
clause 23 11(c) (Severance of Obligations) of the Senior Facilities Agreement and clause 19 11(c)
(Severance of Obligations) of the Mezzanine Facilities Agreement (the "Indebtedness")

Continued on addendum 2/4

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

LEHMAN BROTHERS INTERNATIONAL (EUROPE), 25 Bank Street, London as security trustee for
itself and the other Secured Parties (the "Security Agent")

Postcode E14 5LE

Presentor's name address and
reference (if any)

Ashurst LLP
Broadwalk House
5 Appold Street
London
EC2A 2HA

PYR/LEH04 00364/8145465

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



A5M66VW4

A26

29/12/2007

8

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 ACCESSION

The Company has agreed to be a Charging Company for the purposes of the Debenture with effect from 20 December 2007 and has agreed to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company

2 CHARGING CLAUSE

2.1 Fixed Charges

The Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 20 December 2007 and in the future, from time to time owned by it or in which it has an interest:

(a) by way of first legal mortgage, all Key Properties owned by it as at 20 December 2007 (including the property specified in schedule 1 to the Deed of Accession, as set out in schedule 1 hereto) together with all buildings and fixtures (including trade fixtures) on such Key Properties,

Continued on Addendum 4/4

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in black type, or
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lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Asht UP

Date

21/12/07

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)

Notes

† delete as
appropriate

- 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 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 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**.

Name of company

*insert full name
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* AURORA GROUP LIMITED (the "Company")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

In this form

"Acquisition Agreement" means Acquisition Agreement as defined in the Senior Facilities Agreement and the Mezzanine Facilities Agreement;

"After Acquired Key Property" has the meaning given to that term in clause 8.2(b) (Property Undertaking) of the Debenture,

"Agreed Security Principles" means the security principles set out in schedule 10 of the Senior Facilities Agreement,

"Assigned Agreements" means the Acquisition Agreement, the Deed of Warranty (as defined in the Acquisition Agreement), the Insurances and any other agreement designated as a Assigned Agreement by the Parent and the Security Agent,

"Bidco" means FR Acquisitions Corporation (Europe) Limited (CRN 6403563);

"Book Debts" means all book and other debts arising in the ordinary course of trading,

"Cash Collateral Accounts" means the Holding Accounts and the Mandatory Prepayment Accounts, each as defined in the Senior Facilities Agreement and the Mezzanine Facilities Agreement,

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Deed of Accession,

"Charging Companies" means each of the companies listed in schedule 1 to the Debenture, and each company (of which the Company is one) which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

"Collection Accounts" means the accounts of the Company set out in schedule 4 to the Security Accession Deed and/or such other accounts as the Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify,

"Debenture" means the Debenture dated 17 December 2007 between the Charging Companies named therein and the Security Agent,

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 28 20 (Acceleration) of the Senior Facilities Agreement or the Mezzanine Facility Agent exercising any of its rights under clause 24 20 (Acceleration) of the Mezzanine Facilities Agreement,

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Event of Default" means an Event of Default as defined in the Senior Facilities Agreement and the Mezzanine Facilities Agreement,

Name of company

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"Facility Agent" means Lehman Brothers International (Europe),

"Finance Documents" means the Senior Finance Documents and Mezzanine Finance Documents,

"Floating Charge Asset" means an asset charged under clause 2.4 (Floating Charge) of the Deed of Accession, as set out in clause 2.2 hereto,

"Group" means the Parent and each of its Subsidiaries for the time being (and for the avoidance of doubt will only include the Target Group following Completion (as both such terms are defined in the Senior Facilities Agreement)),

"Group Company" means a member of the Group,

"Hedging Agreements" means the Hedging Agreements as defined in the Senior Facilities Agreement and the Mezzanine Facilities Agreement;

"Insurances" means all policies of insurance and all proceeds of them either as at 20 December 2007 on or the future held by, or written in favour of the Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,

"Intellectual Property" means

(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and

(b) the benefit of all applications and rights to use such assets of each Group Company,

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund or partnership and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

"Key Properties" means any freehold or leasehold real property other than

(a) leasehold property comprised in a lease which reserves on open market rent and was not granted in consideration of a capital sum, or

(b) leasehold property comprised in a lease whose term has less than seven years unexpired as at 20 December 2007 or, in respect of After Acquired Key Property, at the date of acquisition of such property, or

(c) any licence to occupy any freehold or leasehold or real property,

and including all those properties described in schedule 2 to the Security Accession Deed as set out in schedule 2 hereto,

"Mezzanine Facilities Agreement" means the mezzanine facilities agreement dated 17 December 2007 under which certain lenders have made available mezzanine facilities to certain Group Companies,

"Mezzanine Facility Agent" means Lloyds TSB Bank plc,

"Mezzanine Finance Documents" means the Mezzanine Finance Documents as defined in the Mezzanine Facilities Agreement,

"Mezzanine Finance Parties" means the Mezzanine Finance Parties as defined in the Mezzanine Facilities Agreement,

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Name of company

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* AURORA GROUP LIMITED (the "Company")

"New Charging Companies" means the companies listed in schedule 1 of the Security Accession Deed as set out in schedule 1 hereto,

"Nominated Accounts" means Nominated Accounts as defined in clause 8.3(a)(i) of the Debenture,

"Obligor" means a Borrower or a Guarantor (as both such terms are defined in the Senior Facilities Agreement and the Mezzanine Facilities Agreement),

"Parent" means FR Acquisition Holding Corporation (Luxembourg) S a r l , a Luxembourg private limited company;

"Quasi Security" means Quasi Security as defined in clause 27 15 of the Senior Facilities Agreement and clause 23 15 of the Mezzanine Facilities Agreement,

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture,

"Secured Parties" means the Senior Finance Parties and the Mezzanine Finance Parties,

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

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 7 to the Debenture, with those amendments which the Security Agent may approve or reasonable require,

"Security Assignment" means Security Assignment as defined in the Senior Facilities Agreement and the Mezzanine Facilities Agreement;

"Senior Facilities Agreement" means the facilities agreement dated 17 December 2007 under which certain lenders have made available certain senior facilities to certain Group Companies,

"Senior Finance Documents" means the Senior Finance Documents as defined in the Senior Facilities Agreement,

"Senior Finance Parties" means the Senior Finance Parties as defined in the Senior Facilities Agreement,

"Subsidiary" means

(a) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise, and

(b) an entity treated as a subsidiary in the financial statements of any person pursuant to the Accounting Principles (as defined in the Senior Facilities Agreement), or

(c) in respect of a company incorporated in Luxembourg, an entity controlled directly or indirectly by a Luxembourg entity in accordance with the criteria set out in Article 309 and 310 of the Luxembourg law of 10 August 1915 on commercial companies, as amended, and

"Subsidiary Shares" means all shares owned by the Company as at 20 December 2007 or in the future in its Subsidiaries including those listed in schedule 3 (Subsidiary Shares) to the Security Accession Deed, as set out in schedule 3 hereto

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* AURORA GROUP LIMITED (the "Company")

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

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Name of company

* insert full name
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* AURORA GROUP LIMITED (the "Company")

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

(b) by way of first equitable mortgage

(i) all the Subsidiary Shares and Investments and all corresponding Distribution Rights, and

(ii) all freehold and leasehold property not charged pursuant to clause 2 3(a) of the Deed of Accession, as set out in clause 2 1(a) above, together with fixtures (including trade fixtures) on that property,

(c) by way of first fixed charge

(i) all other interests (not charged under clause 2 3(a) or (b) of the Deed of Accession, as set out in clause 2 1(a) or (b) above) in the buildings and fixtures (including trade fixtures) on any freehold or leasehold property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(iii) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,

(iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,

(v) all monies standing to the credit of any and all its accounts (including the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts,

(vi) all its Intellectual Property,

(vii) all rights and interest in the Hedging Agreements,

(viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets,

(ix) its goodwill and uncalled capital; and

(x) if not effectively assigned by clause 2.5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below, all its rights and interests in (and claims under) the Assigned Agreements

2 2 Floating Charge

As further continuing security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 20 December 2007 and in the future, not effectively charged by way of first fixed charge under clause 2 3 (Fixed Charges) of the Deed of Accession, as set out in clause 2 1 above, or assigned under clause 2 5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below, including heritable property and all other assets in Scotland

2 3 Security Assignment

(a) As further continuing security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements identified in schedule 5 to the Deed of Accession, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct)

Name of company

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(b) Until the occurrence of a Declared Default, but subject to clause 8.7 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements

2.4 Conversion of Floating Charge

If

(a) a Declared Default has occurred, or

(b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any material Floating Charge Asset or that any material Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to the Company, convert the floating charge created under the Deed of Accession into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires on terms no more onerous than fixed charges or legal assignments created pursuant to the Deed of Accession.

1.5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement and/or the Mezzanine Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the Floating Charge created under the Deed of Accession will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

2. FURTHER ASSURANCE

(a) Subject to the Agreed Security Principles, the Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices, acknowledgements and instructions) as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s).

(i) to perfect the Security created or intended to be created under or evidenced by the Deed of Accession or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Deed of Accession or by law,

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

(iii) to facilitate the realisation of the Charged Property which is, or is intended to be, the subject of the Security created by the Deed of Accession.

(b) Subject to the Agreed Security Principles, the Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Deed of Accession.

Name of company

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3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not

(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 Floating Charge Assets 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,

except as permitted by the Senior Facilities Agreement and/or the Mezzanine Facilities Agreement or with the prior consent of the Security Agent

SCHEDULES

SCHEDULE 1

New Charging Companies

Name	Registered Number
Forgings International Holdings Limited	04606084
Forgings International Holdings 1 Limited	04597895
Forgings International Holdings 2 Limited	04597897
Forgings International Holdings 3 Limited	04597899
Forgings International Limited	04597905
Firth Rixson Limited	00230737
Firth Rixson Forgings Limited	00158672
Firth Rixson Superalloys Limited	00620465
Enpar Special Alloys Limited	00138691
JFB Overseas Holdings Limited	00874317
Barworth Forged Products Limited	00655064
Firth Rixson Rings Limited	02105081
Aurora Group Limited	00086849
Firth Rixson Aurora Limited	00201071
Meadowhall (EAB) Limited	00068397
Forgings International L P	CR-13852
Forgings International Holdings (Cayman) Limited	WK-171030

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**SCHEDULE 2
Key Properties**

Property

Registered Number/Unregistered

The freehold and leasehold land and buildings
at Meadowhall Road, SheffieldSYK322526
SYK391515
SYK392198
SYK393208The freehold land and buildings on the North East
side of Janson Street, SheffieldSYK338043
SYK376051
SYK382974**SCHEDULE 3
Subsidiary Shares**

Subsidiary

Number and class of shares

Details of nominees (if any)
holding legal title to shares

Meadowhall (EGFS) Limited

100 ordinary shares of £1 00

None

Samuel Osborn & Co Ltd

100,000 ordinary shares of £1.00

None

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 00086849

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED DATED THE 20th DECEMBER 2007 AND CREATED BY AURORA GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME FROM ANY CHARGING COMPANY OR ANY OTHER OBLIGOR TO ANY SECURED PARTY 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 29th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 2008

p. (er)



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES