

153097/13

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge

**A fee is payable with this form**

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

MONDAY



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01/10/2012

#86

COMPANIES HOUSE

1 Company details

Company number 0 8 0 8 7 5 2 0

Company name in full TUBES HOLDCO LIMITED

the "Pledgor"

For official use
5

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 01 01 2009 20 12

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 Collateral Pledge (the "Pledge") dated 11 September 2012 between (1) PNC
Bank, National Association (the "Agent") and (2) the Pledgor

4 Amount secured

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

Amount secured The Obligations and the UK Obligations

Please see continuation sheet

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

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Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>DEFINITIONS</p> <p>"Acquisition Agreement Rights" means those rights set out in the Share Purchase Agreement and the Stock Purchase Agreement</p> <p>"Acquisition Purchase Price Adjustment Obligations" shall have the meaning given to it in the Revolving Credit, Guaranty and Security Agreement.</p> <p>"Advances" shall mean and include the Revolving Advances and the Letters of Credit</p> <p>"Affiliates" of any Person shall mean any Person which, directly or indirectly, is in control of, is controlled by, or is under common control with such Person. For purposes of this definition, control of a Person shall mean the power, direct or indirect, to vote 10% or more of the Equity Interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for any such Person.</p> <p>"Borrower" shall mean each of ST Acquisition Corp, a corporation organized under the laws of the State of Delaware ("ST Acquisition"), together with each other Person organized under the laws of the United States or any State or territory thereof joined hereto as a borrower from time to time, specifically including, immediately upon execution and delivery of the Superior Tube Assumption and Joinder, Superior Tube Company, Inc, a corporation organized under the laws of the Commonwealth of Pennsylvania ("Superior Tube")</p> <p>"Cash Management Products and Services" shall mean agreements or other arrangements under which Agent or any Lender or any Affiliate of Agent or a Lender provides any of the following products or services to any of the Borrowers or Guarantors, or to any UK Obligor or UK Guarantor (a) credit cards, (b) credit card processing services, (c) debit cards and stored value cards, (d) purchase cards, (e) ACH transactions, (f) cash management and treasury management services and products, including controlled disbursement accounts or services, lockboxes, automated clearinghouse transactions, overdrafts, interstate depository network services, or (g) foreign currency exchange or "FX" products and foreign currency swaps and hedges. The indebtedness, obligations and liabilities of any Borrower or Guarantor to the provider of any Cash Management Products and Services (including all obligations and liabilities owing to such provider in respect of any returned items deposited with such provider) (the "US Cash Management Liabilities") shall be "Obligations" hereunder, guaranteed obligations under the Guaranty and secured obligations under any Guarantor Security Agreement, as applicable, and otherwise treated as secured Obligations for purposes of each of the Other Documents (other than any Lender-Provided Interest Rate Hedge), and the Liens securing the Cash Management Products and Services shall be pari passu with the Liens securing all other Obligations under the Revolving Credit, Guaranty and Security Agreement and the Other Documents, subject to any express provisions to the contrary in Section 11.5 of the Revolving Credit, Guaranty and Security Agreement. The indebtedness, obligations and liabilities of any UK Obligor or UK Guarantor to the provider of any Cash Management Products and Services (including all obligations and liabilities owing to such provider in respect of any returned items deposited with such provider) (the "UK Cash Management Liabilities", and together with the US Cash Management Liabilities, the "Cash Management Liabilities") shall be Obligations hereunder, guaranteed obligations under the Guaranty and secured obligations under any Guarantor Security</p>

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Particulars of a mortgage or charge

4	<p>Amount secured</p>
	<p>Please give us details of the amount secured by the mortgage or charge</p>
<p>Amount secured</p>	<p>Agreement and UK Security Document, as applicable</p> <p>"Cawsl Enterprises" means Cawsl Enterprises, Inc (a corporation organised under the laws of the Commonwealth of Pennsylvania)</p> <p>"Cawsl Holdings" means Cawsl Holdings, Inc (a Delaware corporation) and CSC Trust Company of Delaware</p> <p>"Closing Date" shall mean September 11, 2012</p> <p>"Credit Parties" shall mean, collectively, Borrowers and Guarantors (including UK Guarantors), and "Credit Party" shall mean each such Person individually, and shall extend to all successors and permitted assigns of such Persons</p> <p>"Discount" shall mean the charge for receivables purchase advances made by the UK Finance Parties to the UK Obligors and calculated in the manner prescribed by the UK Financing Documents</p> <p>"Escrow Agreement" shall mean the agreement dated 11 September 2012 between ST Acquisition, the Pledgor, Cawsl Enterprises, Cawsl Holdings.</p> <p>"Equity Interests" shall have the meaning given to it in the Revolving Credit, Guaranty and Security Agreement</p> <p>"Fine Tubes" means Fine Tubes Limited, a company incorporated under the laws of England and Wales with company number 00381159 and with registered office at Estover Works, Plymbridge Road, Plymouth, Devon, England PL6 7LG</p> <p>"GAAP" shall mean generally accepted accounting principles in the United States of America in effect from time to time</p> <p>"Guarantor" shall mean any Person who may hereafter guarantee payment or performance of the whole or any part of the Obligations, including without limitation the UK Guarantors, and "Guarantors" means collectively all such Persons</p> <p>"Guarantor Security Agreement" shall mean any security agreement executed by any Guarantor in favour of Agent securing the Obligations or the Guaranty of such Guarantor, in form and substance satisfactory to Agent, including the UK Security Documents executed by the UK Guarantors, provided that the terms and conditions thereof (including without limitation terms and conditions concerning Term Debt Priority Collateral) shall be consistent with the terms and conditions of the Revolving Credit, Guaranty and Security Agreement, as each may be amended, restated, supplemented or otherwise modified from time to time</p> <p>"Guaranty" shall mean any guaranty of the Obligations executed by a Guarantor in favour of Agent for its benefit and for the ratable benefit of Lenders, in form and substance satisfactory to Agent, including as to UK Guarantors the provisions of Article XVII of the Revolving Credit Guaranty and Security Agreement (<i>Guaranty and Suretyship Agreement</i>), provided that the terms and conditions thereof (including without limitation terms and conditions concerning Term Debt Priority Collateral) shall be consistent with the terms and conditions of the Revolving Credit Guaranty and Security Agreement, as each may be amended, restated, supplemented or otherwise modified from time to time</p>

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Hedge Liabilities" shall have the meaning provided under the definition of "Lender-Provided Interest Rate Hedge" which shall mean an Interest Rate Hedge (as defined in the Revolving Credit, Guaranty and Security Agreement) which is provided by any Lender to any Borrower or Guarantor, or to any UK Obligor or UK Guarantor, and with respect to which the Agent confirms meets the following requirements such Interest Rate Hedge (i) is documented in a standard International Swap Dealer Association Agreement, (ii) provides for the method of calculating the reimbursable amount of the provider's credit exposure in a reasonable and customary manner, and (iii) is entered into for hedging (rather than speculative) purposes. The liabilities of any Borrower or Guarantor to the provider of any Lender-Provided Interest Rate Hedge (the "US Hedge Liabilities") shall be "Obligations" hereunder, guaranteed obligations under each Guaranty and secured obligations under each Guarantor Security Agreement, as applicable, and otherwise treated as secured Obligations for purposes of each of the Other Documents, and the Liens securing the Hedge Liabilities shall be <u>pari passu</u> with the Liens securing all other Obligations under the Revolving Credit, Guaranty and Security Agreement and the Other Documents, subject to any express provisions to the contrary in Section 11.5 of the Revolving Credit, Guaranty and Security Agreement (Allocation of Payments after an Event of Default). The indebtedness, obligations and liabilities of any UK Obligor or UK Guarantor to the provider of any Lender-Provided Interest Rate Hedge (the "UK Hedge Liabilities", and together with the US Hedge Liabilities, the "Hedge Liabilities") shall be Obligations hereunder, guaranteed obligations under the Guaranty and secured obligations under any Guarantor Security Agreement and UK Security Document, as applicable.</p> <p>"Indebtedness" of a Person at a particular date shall mean all obligations of such Person which in accordance with GAAP would be classified upon a balance sheet as liabilities (except capital stock and surplus earned or otherwise) and in any event, without limitation by reason of enumeration, shall include all indebtedness, debt and other similar monetary obligations of such Person whether direct or guaranteed, and all premiums, if any, due at the required prepayment dates of such indebtedness, and all indebtedness secured by a Lien on assets owned by such Person, whether or not such indebtedness actually shall have been created, assumed or incurred by such Person. Any indebtedness of such Person resulting from the acquisition by such Person of any assets of another Person subject to any Lien shall be deemed, for the purposes hereof, to be the equivalent of the creation, assumption and incurring of the indebtedness secured thereby, whether or not actually so created, assumed or incurred. Without limiting the generality of any of the foregoing, all Acquisition Purchase Price Adjustment Obligations shall be Indebtedness for the purposes of Section 7.8 of the Revolving Credit, Guaranty and Security Agreement only.</p> <p>"Intercreditor Agreement" shall mean that certain Intercreditor Agreement dated as of the Closing Date by and among Agent (as representative for the US Finance Parties), UK Agent (as representative for the UK Finance Parties) and Term Debt Agent and acknowledged by the Credit Parties, as it may be amended, modified, supplemented, amended and restated, restated or replaced from time to time, including the Supplement to Intercreditor Agreement dated as of the Closing Date by and among Agent (as representative for the US Finance Parties), UK Agent (as representative for the UK Finance Parties), Term Debt Agent and UK Borrowers (the "Supplement to Intercreditor Agreement").</p>	

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Particulars of a mortgage or charge

4	Amount secured	
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Amount secured	<p>"Interest Rate Hedge" shall mean an interest rate exchange, collar, cap, swap, adjustable strike cap, adjustable strike corridor or similar agreements entered into by any Credit Party or its Subsidiaries in order to provide protection to, or minimize the impact upon, such Credit Party, any Guarantor and/or their respective Subsidiaries of increasing floating rates of interest applicable to Indebtedness</p> <p>"Lender" and "Lenders" shall mean PNC Bank, National Association and shall include each Person which becomes a transferee, successor or assign of any Lender</p> <p>"Lender-Provided Interest Rate Hedge" shall mean an Interest Rate Hedge which is provided by any Lender to any Borrower or Guarantor, or to any UK Obligor or UK Guarantor, and with respect to which the Agent confirms meets the following requirements such Interest Rate Hedge (i) is documented in a standard International Swap Dealer Association Agreement, (ii) provides for the method of calculating the reimbursable amount of the provider's credit exposure in a reasonable and customary manner, and (iii) is entered into for hedging (rather than speculative) purposes. The liabilities of any Borrower or Guarantor to the provider of any Lender-Provided Interest Rate Hedge (the "US Hedge Liabilities") shall be "Obligations" hereunder, guaranteed obligations under each Guaranty and secured obligations under each Guarantor Security Agreement, as applicable, and otherwise treated as secured Obligations for purposes of each of the Other Documents, and the Liens securing the Hedge Liabilities shall be pari passu with the Liens securing all other Obligations under the Revolving Credit, Guaranty and Security Agreement and the Other Documents, subject to any express provisions to the contrary in Section 11.5 of the Revolving Credit and Security Agreement. The indebtedness, obligations and liabilities of any UK Obligor or UK Guarantor to the provider of any Lender-Provided Interest Rate Hedge (the "UK Hedge Liabilities", and together with the US Hedge Liabilities, the "Hedge Liabilities") shall be Obligations hereunder, guaranteed obligations under the Guaranty and secured obligations under any Guarantor Security Agreement and UK Security Document, as applicable.</p> <p>"Letters of Credit" shall have the meaning set forth in Section 2.9 of the Revolving Credit, Guaranty and Security Agreement</p> <p>"Liens" shall mean any mortgage, deed of trust, pledge, hypothecation, assignment, security interest, lien (whether statutory or otherwise), charge, claim or encumbrance, or preference, priority or other security agreement or preferential arrangement held or asserted in respect of any asset of any kind or nature whatsoever including any conditional sale or other title retention agreement, any lease having substantially the same economic effect as any of the foregoing, and the filing of, or written agreement to file, any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction</p> <p>"Obligations" shall mean and include any and all loans (including without limitation, all Advances), advances, debts, liabilities, obligations (including without limitation all reimbursement obligations and cash collateralization obligations with respect to Letters of Credit issued hereunder as provided for herein), covenants and duties owing by any Borrower or Guarantor (and, in the case of any UK Cash Management Liabilities or UK Hedge Liabilities, by any UK Obligor or UK Guarantor) to US Finance Parties of any kind or nature, present or future (including any interest or other amounts accruing thereon, any fees accruing under or in</p>	

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4	Amount secured	
Please give us details of the amount secured by the mortgage or charge		
Amount secured	<p>connection therewith, any costs and expenses of any Person payable by any Borrower or Guarantor (or, in the case of any UK Cash Management Liabilities or UK Hedge Liabilities, by any UK Obligor or UK Guarantor) and any indemnification obligations payable by any Borrower or Guarantor (or, in the case of any UK Cash Management Liabilities or UK Hedge Liabilities, by any UK Obligor or UK Guarantor) arising or payable after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to any Borrower or Guarantor (or, as applicable, any UK Obligor or UK Guarantor), whether or not a claim for post-filing or post-petition interest, fees, costs and expenses, indemnities or other amounts is allowable or allowed in such proceeding), whether or not evidenced by any note, guaranty or other instrument, in each case arising under or relating to the Revolving Credit, Guaranty and Security Agreement and the Other Documents, whether or not for the payment of money, whether arising by reason of an extension of credit, opening of a letter of credit, loan or guarantee, under any interest or currency swap, future, option or other similar agreement, or in any other manner, whether arising out of overdrafts or deposit or other accounts or electronic funds transfers (whether through automated clearing houses or otherwise) or out of the Agent's or any Lenders non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository transfer check or other similar arrangements, whether direct or indirect, absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, liquidated or unliquidated, including, but not limited to (i) all reasonable and documented out-of-pocket costs and expenses of US Finance Parties (or any of their respective Affiliates) incurred in the documentation, negotiation, modification, enforcement, collection or otherwise in connection with any of the Revolving Credit, Guaranty and Security Agreement or any Other Document (including any amendments, extensions, renewals or increases thereof) and the credit facilities made available to Borrower thereunder, including but not limited to reasonable and documented attorneys' fees and expenses and all obligations of any Borrower or Guarantor to US Finance Parties (or any of their respective Affiliates) under the Revolving Credit, Guaranty and Security Agreement or any Other Document to perform acts or refrain from taking any action, (ii) all Hedge Liabilities (and all reasonable and documented out-of-pocket costs and expenses of US Finance Parties (or any of their respective Affiliates) incurred in the documentation, negotiation, modification, enforcement, collection or otherwise in connection therewith) and (iii) all Cash Management Liabilities (and all reasonable and documented out-of-pocket costs and expenses of US Finance Parties (or any of their respective Affiliates) incurred in the documentation, negotiation, modification, enforcement, collection or otherwise in connection therewith)</p> <p>"Other Documents" shall have the meaning specified in the Revolving Credit, Guaranty and Security Agreement</p> <p>"Person" shall mean any individual, sole proprietorship, partnership, corporation, business trust, joint stock company, trust, unincorporated organization, association, limited liability company, limited liability partnership, institution, public benefit corporation, joint venture, entity or Governmental Body (whether federal, state, county, city, municipal or otherwise, including any instrumentality, division, agency, body or department thereof)</p> <p>"Purchase Documents" shall mean the Stock Purchase Agreement, the Share</p>	

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Particulars of a mortgage or charge

4	Amount secured	
Amount secured	<p data-bbox="331 409 1034 436">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="331 499 1453 548">Purchase Agreement and the Escrow Agreement, as set out at Exhibit A of the Pledge</p> <p data-bbox="331 573 1453 622">"Revolving Advances" shall mean Advances made under the Revolving Credit, Guaranty and Security Agreement other than Letters of Credit</p> <p data-bbox="331 649 1453 750">"Revolving Credit, Guaranty and Security Agreement" means the agreement dated 11 September 2012 between UK Agent as Lender and Agent, ST Acquisition and Superior Tube as Borrowers, and the Pledgor and Fine Tubes as Guarantors</p> <p data-bbox="331 775 1107 801">"Seller" shall mean the US Seller and the UK Seller</p> <p data-bbox="331 826 1453 904">"Share Purchase Agreement" means the agreement dated 11 September 2012 between the Pledgor, Fine Tubes and Cawsl Holding, Inc (a Delaware corporation)</p> <p data-bbox="331 929 1453 985">"Stock Purchase Agreement" means the agreement dated 11 September 2011 between Cawsl Enterprises, Superior Tube, and ST Acquisition</p> <p data-bbox="331 1010 1453 1160">"Subsidiary" of any Person shall mean a corporation or other entity of whose Equity Interests having ordinary voting power (other than Equity Interests having such power only by reason of the happening of a contingency) to elect a majority of the directors of such corporation, or other Persons performing similar functions for such entity, are owned, directly or indirectly, by such Person</p> <p data-bbox="331 1184 1453 1384">"Superior Tube Assumption and Joinder" shall mean the assumption and joinder agreement dated 11 September 2012 by Superior Tube in favor of Agent and US Finance Parties pursuant to which, inter alia, Superior Tube shall assume and acknowledge its obligations and undertakings hereunder and under the Other Documents as the successor-by-merger to ST Acquisition and shall become a Borrower hereunder and under the Other Documents, as the same may be amended, restated, supplemented or otherwise modified from time to time.</p> <p data-bbox="331 1408 1453 1464">"Term Debt Agent" shall have the meaning set out in the Revolving Credit, Guaranty and Security Agreement</p> <p data-bbox="331 1489 1453 1545">"Term Debt Priority Collateral" shall have the meaning given to such term in the Intercreditor Agreement</p> <p data-bbox="331 1570 1453 1626">"UK Agent" shall mean PNC Business Credit, a trading style of PNC Financial Services UK Ltd</p> <p data-bbox="331 1650 1453 1778">"UK Debenture" shall mean the composite guarantee and debenture entered by the Pledgor and Fine Tubes in favour of the UK Agent for the benefit of the UK Finance Parties and the US Finance Parties on 11 September 2012, as the same may be amended, restated, supplemented or otherwise modified from time to time</p> <p data-bbox="331 1803 1453 1973">"UK Financing Documents" shall mean, collectively (i) the UK Master Facilities Agreement and (ii) all "Finance Documents" as defined in the UK Master Facilities Agreement (excluding the Revolving Credit, Guaranty and Security Agreement and the Other Documents), including without limitation the Supplement to the Intercreditor Agreement and the UK Security Documents, as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"UK Financing Facilities" shall mean, collectively, all receivables purchase facilities, revolving loan facilities and other credit facilities or financing facilities of any kind made available to UK Obligors from time to time by the UK Finance Parties under the UK Financing Documents</p> <p>"UK Finance Parties" shall mean, collectively, (1) PNC Business Credit, a trading style of PNC Financial Services UK Ltd and each other person that is now or hereafter becomes a party to the UK Financing Facilities as a funder, and shall extend to all successors and permitted assigns of such Persons.</p> <p>"UK Guarantor" shall mean each UK Obligor in its capacity as a Guarantor of the Obligations pursuant to the provisions of Article XVII of the Revolving Credit, Guaranty and Security Agreement (including without limitation the Pledgor and Fine Tubes in such capacities)</p> <p>"UK Master Facilities Agreement" shall mean that certain master facilities agreement dated as of the date hereof by and among the UK Agent, the other UK Finance Parties, and UK Obligors (including without limitation the Pledgor and Fine Tubes as such UK Obligors), as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time</p> <p>"UK Obligations" shall mean and include any and all loans, advances, debts, liabilities, obligations, repayment obligations, repurchase obligations, recourse obligations, covenants and duties owing by any UK Obligor or US Guarantor to any UK Finance Party of any kind or nature, present or future (including any interest or other amounts accruing thereon, any Discount payable in connection therewith, accruing under or in connection therewith, any reasonable and documented out-of-pocket fees costs and expenses of any Person payable by any UK Obligor or US Guarantor and any indemnification obligations payable by any UK Obligor or US Guarantor arising or payable after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to any UK Obligor or US Guarantor, whether or not a claim for post-filing or post-petition interest, Discount fees, costs and expenses, indemnities or other amounts is allowable or allowed in such proceeding), whether or not evidenced by any note, guaranty or other instrument, arising under the UK Financing Documents</p> <p>"UK Obligations Guarantee" shall mean, collectively, (1) that certain corporate cross guarantee dated 11 September 2012 executed by the US Guarantors in favor of UK Agent and the other UK Finance Parties pursuant to which the US Guarantors shall guaranty the UK Obligations and (11) any other guaranty agreement entered into by any US Guarantors in favor of UK Agent and the other UK Finance Parties from time to time pursuant to which the US Guarantors shall guaranty the UK Obligations, as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time</p> <p>"UK Obligors" shall mean each Person now or hereafter party to the UK Financing Facilities as an Obligor and/or as a Security Obligor, including without limitation Fine Tubes and the Pledgor in such capacities, and shall include the successors and permitted assigns of such Person</p> <p>"UK Security Documents" shall mean, collectively the UK Debenture, a</p>	

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4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>charge over the shares of Fine Tubes, and any and all other security agreements or agreements for the granting of any Lien now or hereafter executed by any UK Obligor or UK Guarantor and/or delivered to the UK Agent and/or Agent to secure the UK Obligations and/or the Obligations</p> <p>"UK Seller" means the Pledgor, Fine Tubes and Cawsl Holdings</p> <p>"Uniform Commercial Code" means the code as adopted in the State of New York from time to time, and all terms used in the Revolving Credit, Guaranty and Security Agreement shall have the meaning given by the Uniform Commercial Code unless otherwise defined in the Revolving Credit, Guaranty and Security Agreement. Without limiting the foregoing, the terms "accounts", "chattel paper", "commercial tort claims", "commodities contracts", "commodities accounts", "documents", "deposit accounts", "equipment", "financial assets", "fixtures", "general intangibles", "goods", "instruments", "inventory", "investment property", "letter of credit rights", "payment intangibles", "proceeds", "security entitlements", "securities" (and "certificated securities" and "uncertificated securities"), "securities accounts" "software" and "supporting obligations", as and when used in the description of Collateral (or in the definitions of any defined terms used in such description of Collateral) (as defined in the Revolving Credit, Guaranty and Security Agreement) shall have the meanings given to such terms in Articles 8 or 9 of the Uniform Commercial Code. To the extent the definition of any category or type of collateral is expanded by any amendment, modification or revision to the Uniform Commercial Code, such expanded definition will apply automatically as of the date of such amendment, modification or revision</p> <p>"US Finance Parties" shall mean, collectively, Agent, each Lender and Issuer, and shall include Agent and Lender and the respective Affiliates of each of them in the respective capacities of any such Person as the provider of any Cash Management Products and Services or as the provider of any Lender-Provided Interest Rate Hedges, and shall extend to all successors and permitted assigns of such Persons</p> <p>"US Guarantor" means each Borrower (other than ST Acquisition) in its capacity as a guarantor of the UK Obligations pursuant to the provisions of the UK Obligations Guarantee (including without limitation Superior Tube in such capacity)</p> <p>"US Seller" means ST Acquisition, Superior Tube and Cawsl Enterprises.</p>

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Particulars of a mortgage or charge

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	PNC Business Credit, a trading style of PNC Financial Services UK Ltd (07341483)	
Address	8-14 The Broadway	
	Haywards Heath, West Sussex	
Postcode	R H 1 6 3 A P	
Name	PNC Bank, National Association	
Address	PNC Agency Services, PNC Firstside Center, 500 First Avenue,	
	4th floor, Pittsburgh, Pennsylvania, USA	
Postcode	1 5 2 1 9	

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	<p>I Pledgor for the purpose of granting a continuing lien and security interest, does collaterally assigned, pledged, delivered and set over to Agent for the ratable benefit of the US Finance Parties and the UK Finance Parties all of the following property together with any additions exchanges replacements and substitutions therefor, dividends and distributions with respect therefor, and the proceeds thereof (collectively the Pledged Collateral)</p> <p>(a) all of the shares of capital stock and other Equity Interests in those corporations listed on Schedule I of the Pledge as set out in this form whether now owned or hereafter acquired by Pledgor or in which Pledgor now or hereafter has any rights options or warrants together with all certificates representing such shares and interests and all rights (but none of the obligations) under or arising out of the applicable Organizational Documents (as defined below) of such corporations</p> <p>(b) all of the partnership interests and other Equity Interests in those limited partnerships and general partnerships listed on Schedule I attached hereto whether now owned or hereafter acquired by Pledgor or in which Pledgor now or hereafter has any rights options or warrants together with all certificates (if any) representing such shares and interests and all rights (but none of the obligations) under or arising out of the applicable Organizational Documents of such partnerships, including without limitation all rights and remedies of Pledgor as a general partner or limited partner with respect to the respective partnership interests and other equity interests of Pledgor in each such partnership under the respective Organizational Documents of such partnership and under the partnership laws of the state in which each such partnership is organized, and</p> <p>(c) all of the membership/limited liability company interests and other Equity Interests in those limited liability companies listed on Schedule I of the Pledge whether now owned or hereafter acquired by Pledgor or in which Pledgor now or hereafter has any rights options or warrants together with all certificates (if any) representing such shares and interests and all rights (but none of the obligations) under or arising out of the applicable Organizational Documents of such companies, including without limitation all rights and remedies of Pledgor as a member or manager or managing member with respect to the respective membership interests and other equity interests of Pledgor in each such limited liability company under the respective Organizational Documents of such limited liability company and under the limited liability company laws of the state in which each such limited liability company is organized</p> <p>Please see attached continuation sheet</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(Continued from form MG01)</p> <p>provided that, in each case under clauses 1(a) through 1(c) of the Pledge, the rights relating to the applicable Equity Interests included in the "Pledged Collateral" shall include, without limitation, all of the following rights relating to such Equity Interests, whether arising under the Organizational Documents of the applicable Issuer (as defined below) or under the applicable laws of such Issuer's jurisdiction of organization relating to the formation, existence and governance of corporations, limited liability companies or partnerships, as applicable (i) all economic rights (including all rights to receive dividends and distributions), (ii) all voting rights and rights to consent to any particular action(s) by the applicable Issuer, (iii) all management rights with respect to such Issuer, (iv) in the case of any Pledged Collateral consisting of a general partner interest in a partnership, all powers and rights as a general partner with respect to the management, operations and control of the business and affairs of the applicable Issuer, (v) in the case of any Pledged Collateral consisting of the membership/limited liability company interests of a managing member in a limited liability company, all powers and rights as a managing member with respect to the management, operations and control of the business and affairs of the applicable Issuer, (vi) all rights to designate or appoint or vote for or remove any officers, directors, manager(s), general partner(s), managing member(s) and/or any members of any board of members/managers/partners/directors that may now or hereafter have any rights to manage and direct the business and affairs of the applicable Issuer under its Organizational Documents as in effect from time to time or under Applicable Law, (vii) all rights to amend the Organizational Documents of such Issuer, (viii) in the case of any Pledged Collateral consisting of Equity Interests in partnership or limited liability company, Pledgor's status as a "partner," general or limited, or "member" (as applicable) under the applicable Organizational Documents and/or applicable state law and (ix) all certificates evidencing any of the foregoing described Pledged Collateral (all of the foregoing, the "Related Rights").</p> <p>2 The pledge and security interest described herein shall continue in effect to secure (x) the prompt payment and performance of the Obligations to the US Finance Parties and (y) the prompt payment and performance of the UK Obligations to the UK Finance Parties, in each such case from time to time incurred or arising unless and until such Obligations and UK Obligations have been paid and satisfied in full and all commitments of the US Finance Parties to make Revolving Advances or other advances of credit under the Revolving Credit, Guaranty and Security Agreement and all commitments of the UK Finance Parties to purchase receivables and/or make advances of credit under the UK Financing Documents have been terminated</p>	

MG01 - continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

DEFINITIONS

"**Applicable Law**" shall mean all laws, rules and regulations applicable to the Person, conduct, transaction, covenant, Other Document or contract in question, including all applicable common law and equitable principles, all provisions of all applicable state, federal and foreign constitutions, statutes, rules, regulations, treaties, directives and orders of any Governmental Body, and all orders, judgments and decrees of all courts and arbitrators

"**Governmental Body**" shall mean any nation or government, any state or other political subdivision thereof or any entity, authority, agency, division or department exercising the legislative, judicial, regulatory or administrative functions of or pertaining to a government

"**Issuer**" shall mean any corporation, limited partnership, general partnership or limited liability company listed on Schedule I of the Pledge hereto (as such Schedule may be amended and/or updated from time to time in accordance with the Pledge)

"**Organizational Documents**" means, with respect to any Person, any charter, articles or certificate of incorporation, certificate of organization, registration or formation, certificate of partnership or limited partnership (or similar charter document), bylaws, operating agreement, limited liability company agreement, partnership agreement (or similar governance document) or certificate of incorporation and constitutional documents of such Person and any and all other applicable documents relating to such Person's formation, organization or entity governance matters (including any shareholders' or equity holders' agreement or voting trust agreement) and specifically includes, without limitation, any certificates of designation for preferred stock or other forms of equity

Schedule 1 to Pledge - Pledged Collateral

The following Collateral was pledged by Pledgor to Agent pursuant to the Pledge

A. Pledged Shares

Pledgor	Name of Corporation	Jurisdiction of Org	Class of Equity Interests Currently Authorized	Certificate Number and Number of Authorized and Outstanding Shares of Capital Stock	Percentage of Class (es) of Equity Interests Currently Held by Pledgor	Percentage of Total Ownership in Corporation Currently Held by Pledgor By Class (es)
Tubes Holdco Limited	Superior Tube Company, Inc	Pennsylvania	Common Stock	1,000	100%	100%

MG01

Particulars of a mortgage or charge

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

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 (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9

Signature

Please sign the form here

Signature

Signature

X Squire Sanders (UK) LLP

X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Lauren Priest-Stephens

Company name Squire Sanders (UK) LLP

Address 7 Devonshire Square

Post town London

County/Region

Postcode E C 2 M 4 Y H

Country England

DX 136546 Bishopsgate 2

Telephone +44 (0)20 7655 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales

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

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8087520
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COLLATERAL PLEDGE DATED 11
SEPTEMBER 2012 AND CREATED BY TUBES HOLDCO LIMITED
FOR SECURING ALL SUMS DUE OR TO BECOME DUE UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 1 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 OCTOBER 2012

P S.A.E



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES