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* insert full name
of Company

COMPANIES FORM No. 395

223796/13

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

For official use

Company number

2

00565289

Name of company

Invista (U.K.) Holdings Limited, a company incorporated in England and Wales (the "Chargor").

Date of creation of the charge

6 February 2009

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

English security agreement dated 6 February 2009 (the "Charge") entered into between Deutsche Bank AG New York Branch as security trustee for the ratable benefit and on behalf of the Secured Parties (the "Security Trustee") and the Chargor, KoSa Foreign Investments S.A R.L., Invista UK Investments B.V., Invista (U.K.) Superior Holdings Limited, Kosa UK Limited, Invista Textiles (U.K.) Limited, and Invista (U.K.) Capital Limited.

Amount secured by the mortgage or charge

All Obligations, as defined in the Guarantee and Collateral Agreement (the "Secured Obligations").

(In this Form 395, unless otherwise defined, the terms used have the meaning given thereto in Schedule 2 on continuation sheets 4-9)

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

Deutsche Bank AG New York Branch as security trustee for the ratable benefit and on behalf of the Secured Parties at 60 Wall Street New York, New York 10005 USA.

Presentor's name address and
reference (if any):

White & Case LLP
5 Old Broad Street
London EC2N 1DW

Our ref: 1111779-1955 Alan
Rockwell /William Mills/Emma
Sharp
Tel.: 02075321292

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see Schedule 1 on continuation sheets 2-3

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

White & Case LLP

Date 19 February 2009

On behalf of the 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 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 mortgage for or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

"Charged Debt Portfolio" means the Debt Securities of which the Chargor is or becomes the owner, and the Related Assets.

"Charged Portfolio" means the Charged Debt Portfolio and the Charged Stock Portfolio.

"Charged Stock Portfolio" means the Initially Charged Shares, any other shares in each Company specified in Schedule 1 (Initially Charged Shares) of the Charge of which the Chargor is or becomes the beneficial or registered owner and the Related Assets.

"Charged Shares" means any shares from time to time forming part of the Charged Stock Portfolio.

"Collateral" means all property (whether real or personal) with respect to which any security interests or hypothecations have been granted (or purported to be granted) pursuant to any Security Document, including, without limitation, all cash and Cash Equivalents delivered as collateral pursuant to Section 5.02 or 11 of the Credit Agreement.

"Collateral Agent" means the administrative agent in its capacity as collateral agent for the Secured Parties pursuant to the Security Documents, and shall include any successor to the Collateral Agent as provided in Section 12.09 of the Credit Agreement.

"Collateral Rights" means all rights, powers and remedies of the Security Trustee provided by the Charge or by law.

"Collateral Credit Party" means (x) each IP Credit Party, (y) Holdings, each Borrower and each other Credit Party identified on Schedule 8.13 as a Collateral Credit Party and (z) (A) each other direct or indirect Subsidiary of Holdings acquired or formed after the Effective Date that is a U.S. Subsidiary or a Canadian Subsidiary (or an operating company whose primary operations are conducted in the United States or Canada) and (B) from and after the U.K. Borrowing Trigger Date, each direct or indirect Subsidiary of Holdings that is (or becomes) a U.K. Subsidiary of Holdings (or an operating company whose primary operations are conducted in the United Kingdom) and, in each case, satisfies, or is required to satisfy, each clause of the definition of Collateral and Guaranty Requirements (other than those applicable solely to Persons organized or operating in a jurisdiction different from each jurisdiction in which such Credit Party is organized or operating) without the exclusion of any substantial part of its assets from the security interests granted under the Security Documents.

"Collateral and Guaranty Requirements" means each clause of the definition of the Collateral and Guaranty Requirements (as set out in the Credit Agreement).

"Commitment" means any of the commitments of any Lender, i.e., an Initial Term Loan Commitment, an Incremental Term Loan Commitment, an Incremental Revolving Loan Commitment or a Revolving Loan Commitment.

"Credit Agreement" means the ABL credit agreement dated 6 February 2009 between, amongst others, INVISTA B.V. (as **"Holdings"**), INVISTA S.à r.l. and INVISTA (Canada) Company, as Borrowers, the Lenders party thereto from time to time and Deutsche Bank AG New York Branch as administrative agent, each as defined in such agreement as amended, varied, novated or supplemented from time to time.

"Credit Documents" mean the Credit Agreement, the Collateral Agreement, each other Security Document and, after the execution and delivery thereof pursuant to the terms of the Credit Agreement, each Incremental Commitment Agreement, each Intercreditor Agreement, each Note and each Joinder Agreement.

"Credit Document Obligations" has the meaning assigned to such term in the definition of "Obligations".

"Credit Party" means each of Holdings, the Borrowers and the Subsidiary Guarantors.

"Debt Securities" means:

(a) all Indebtedness of:

(i) Holdings, each Borrower and each Subsidiary of Holdings that is owing to the Chargor at any time; and

(ii) any person that is owing to the Chargor (to the extent that the Chargor is or becomes a Collateral Credit Party) at any time (but excluding the obligations of any person owing to the Chargor that do not individually or in the aggregate exceed US\$5,000,000),

in each case including, without limitation, the debt securities listed in Schedule 2 and Indebtedness evidenced by the Master Intercompany Note; and

(b) the promissory notes and any other instruments evidencing such Indebtedness referred to in paragraph (a) above.

"Default Rate" means the rate specified in Section 2.08(f) of the Credit Agreement.

"Delegate" means any delegate, agent, attorney or co security trustee appointed by the Security Trustee.

"Enforcement Event" means:

- (a) the occurrence of an Event of Default (as long as it is continuing); or
- (b) when a Chargor requests the Security Trustee to exercise any of its powers under the Charge.

"Event of Default" has the meaning provided in section 11 of the Credit Agreement.

"Grantors" means (i) Holdings, the Lux Borrower, the Subsidiary Guarantors set forth in Section B of Schedule I of the Guarantee and Collateral Agreement, together with any entity that becomes a Grantor pursuant to Section 6.14 and (ii) when used in connection with any of the Proceeds of the IP Collateral (as defined in Section 4.01 of the Guarantee and Collateral Agreement), the term **"Grantors"** shall also be deemed to include the IP Grantors.

"Guarantor" means and includes each of Holdings, each Borrower (in its capacity as a guarantor under the Guaranty under the Collateral Agreement) and each Subsidiary Guarantor.

"Guarantee and Collateral Agreement" means the guarantee and collateral agreement dated 6 February 2009 between, amongst others INVISTA B.V., INVISTA S.à r.l., INVISTA (Canada) Company, the Subsidiaries of Holdings party thereto from time to time identified therein and Deutsche Bank AG New York Branch as Administrative Agent, as amended, varied, novated or supplemented from time to time.

"Indebtedness" means as to any Person, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid (excluding obligations to pay salary or benefits under deferred compensation or other benefit programs), (d) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person in respect of the deferred purchase price of property or services (excluding accounts payable incurred in the ordinary course of business and not more than 90 days past due (unless due to good faith disputes of such accounts payable), any obligations incurred under ERISA, management fees and any amounts owing with respect to tax sharing agreements or arrangements), (f) all Indebtedness (excluding prepaid interest thereon) of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (g) all Guaranties by such Person of Indebtedness of others, (h) all Capitalized Lease Obligations and Attributable Debt of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty and (j) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, surety bonds and performance bonds, whether or not matured. For purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, except to the extent such Person's liability for such Indebtedness is otherwise limited and only to the extent such Indebtedness would be included in the calculation of Total Debt. The amount of Indebtedness of any Person for purposes of clause (f) above shall be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Indebtedness and (ii) the fair market value of the property encumbered thereby as determined by such Person in good faith.

"Indemnatee" has the meaning given to it in the Guarantee and Collateral Agreement.

"IP Grantors" means the Subsidiary Guarantors set forth in Section C of Schedule I of the Guarantee and Collateral Agreement, together with any entity that becomes an IP Grantor pursuant to Section 6.14 of the Guarantee and Collateral Agreement.

"Lender" means each financial institution listed on Schedule 1.01(a) of the Credit Agreement, as well as any Person that becomes a "Lender" pursuant to Section 2.13 or 13.04(b) of the Credit Agreement.

"Letter of Credit" has the meaning given to it in Section 3.01(a) of the Credit Agreement.

"Lien" means with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset, (c) any assignment or transfer intended as security and (d) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities (other than customary rights of first refusal, tag-along and drag-along rights and put and call arrangements under joint venture agreements or manufacturing alliances).

"Lux Borrower" means INVISTA S.à r.l., a Luxembourg company, incorporated under the laws of Luxembourg as a société à responsabilité limitée, with registered office at 23, Val Fleuri, L-1526 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under the number B-67,097.

"Master Intercompany Note" means the Amended and Restated Master Intercompany Revolving Note dated February 6, 2009 among Holdings and all of its Wholly-Owned Subsidiaries.

"Obligations" means and include, as to any Grantor, IP Grantor or Guarantor, all of the following:

(i) the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all Obligations (as defined in the Credit Agreement) of such Credit Party (all such Obligations under this clause (i), except to the extent consisting of Hedging Obligations (as defined below) or Cash Management Obligations (as defined below) being herein collectively called the **"Credit Document Obligations"**);

(ii) the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of any Credit Party at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding) owing by such Credit Party to the Hedging Creditors, whether now existing or hereafter incurred under, arising out of or in connection with any Secured Hedging Agreement, whether such Secured Hedging Agreement is now in existence or hereinafter arising (including, without limitation, all obligations, liabilities and indebtedness of such Credit Party under Article II of the Guarantee and Collateral Agreement in respect of the Secured Hedging Agreements), and the due performance and compliance by such Credit Party with all of the terms, conditions and agreements contained in each such Secured Hedging Agreement (all such obligations, liabilities and indebtedness under this clause (ii) being herein collectively called the **"Hedging Obligations"**);

(iii) the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of any Credit Party at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding) owing by such Credit Party to the Cash Management Creditors, whether now existing or hereafter incurred under, arising out of or in connection with any Secured Cash Management Agreement, whether such Secured Cash Management Agreement is now in existence or hereinafter arising (including, without limitation, all obligations, liabilities and indebtedness of such Credit Party under Article II of the Guarantee and Collateral Agreement in respect of the Secured Cash Management Agreements), and the due performance and compliance by such Credit Party with all of the terms, conditions and agreements contained in each such Secured Cash Management Agreement (all such obligations, liabilities and indebtedness under this clause (iii) being herein collectively called the **"Cash Management Obligations"**);

(iv) any and all sums advanced by the Collateral Agent in order to preserve the Collateral or preserve its security interest in the Collateral;

(v) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations, or liabilities of such Credit Party referred to in clauses (i), (ii) and (iii) above, after an Event of Default shall have occurred and be continuing, the expenses of the Collateral Agent of retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, or of any exercise by the Collateral Agent of its rights hereunder, together with reasonable attorneys' fees and court costs; and

(vi) all amounts paid (or incurred) by any Indemnatee as to which such Indemnatee has the right to reimbursement under Section 6.03 of the Guarantee and Collateral Agreement;

it being acknowledged and agreed that the **"Obligations"** shall include extensions of credit of the types described above, whether outstanding on the date of the Guarantee and Collateral Agreement or extended from time to time after the date of the Guarantee and Collateral Agreement.

"Permitted Senior Secured Debt" shall mean one or more issues of secured Indebtedness incurred by Holdings or any of its Subsidiaries pursuant to Section 10.02(a)(y) and designated as Permitted Senior Secured Debt by written notice to the Administrative Agent so long as (i) any such Indebtedness does not have any maturity, amortization, redemption, mandatory repayment or prepayment or similar requirements prior to February 6, 2014 (other than (x) any mandatory prepayment provisions (excluding scheduled amortization) to the extent such are prevailing market terms for similar debt issuances (including, without limitation, prepayments based on excess cash flow, asset sales or change of control) and (y) scheduled annual amortization prior to (A) August 6, 2013 in an aggregate annual amount not to exceed 1.00% of the original aggregate principal amount of such Indebtedness or (B) after the date referenced in preceding clause (A) 1.00% annual amortization plus such additional amortization as may be agreed by Holdings or the relevant Subsidiaries and the holders of such Indebtedness), (ii) to the extent that such Indebtedness is to be secured by any Collateral, the Permitted Senior Secured Debt Intercreditor Agreement is entered into and in full force and effect and, to the extent the Permitted Senior Secured Debt Collateral Agent in respect of such

Indebtedness is not a party thereto (in its capacity as Permitted Senior Secured Debt Collateral Agent in respect of such Indebtedness), such Permitted Senior Secured Debt Collateral Agent shall become a party to the Permitted Senior Secured Debt Intercreditor Agreement on or before entering into the Permitted Senior Secured Debt Documents in respect of such Indebtedness by executing and delivering a joinder thereto, in the form specified therein, (iii) to the extent that such Indebtedness is to be incurred (or guaranteed) by a Designated Credit Party, the terms and conditions thereof (and all documentation in connection therewith) shall be reasonably satisfactory to the Administrative Agent, and (iv) to the extent that such Indebtedness is not to be incurred (or guaranteed) by a Designated Credit Party, all of the terms and conditions thereof (and all documentation in connection therewith) shall be on prevailing market terms for similar debt issuances (or terms more favorable to Holdings and its Subsidiaries).

"Permitted Senior Secured Debt Documents" shall mean all loan agreements, indentures, purchase agreements, notes, guarantees, security documents and other documents executed and delivered with respect to the Permitted Senior Secured Debt, as in effect on the date of first incurrence of such Permitted Senior Secured Debt and as the same may be amended, modified and/or supplemented from time to time in accordance with the terms hereof and the Permitted Senior Secured Debt Intercreditor Agreement.

"Permitted Senior Secured Debt Intercreditor Agreement" means the intercreditor agreement, in the form of an exhibit to the Credit Agreement (with such changes thereto prior to the entering into thereof as may be acceptable to the Security Agents), among the Collateral Agent, the Credit Parties party to any Permitted Senior Secured Debt Document and the Permitted Senior Secured Debt Collateral Agent, as amended, modified or supplemented from time to time in accordance with the terms of the Credit Agreement.

"Permitted Senior Secured Debt Collateral Agent" means, at any time, the Initial Permitted Senior Secured Debt Collateral Agent and each Person (and its successors in such capacity) that becomes a party hereto pursuant to Section 7.14(b) upon the further incurrence or issuance of Permitted Senior Secured Debt, in its capacity as collateral agent (or similar role) under the Permitted Senior Secured Debt Security Documents in respect of such further Permitted Senior Secured Debt.

"Permitted Senior Secured Debt Priority Collateral" means any and all Collateral other than the ABL Priority Collateral.

"Permitted Senior Secured Debt Obligations" means, in the case of each incurrence or issuance of Permitted Senior Secured Debt, all obligations, liabilities and indebtedness under the respective Permitted Senior Secured Debt Documents in respect of such Permitted Senior Secured Debt including without limitation, all amounts in respect of any principal, premium (if any), interest (including any interest accruing subsequent to the filing of a petition of bankruptcy, reorganization or similar proceeding at the rate provided for in the respective Permitted Senior Secured Debt Documents, whether or not such interest is an allowed claim under any such proceeding or under applicable state, federal or foreign law), penalties, fees, expenses, indemnifications, reimbursements, damages or other liabilities and guarantees of the foregoing amounts.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Related Assets" means all dividends, interest and other monies payable in respect of the Shares or the Debt Securities (as the case may be) and all other rights, benefits and proceeds in respect of or derived from the Shares or the Debt Securities (as the case may be) (whether by way of redemption, bonus, preference, option, warrant, substitution, conversion or otherwise).

"Required Secured Parties" means (i) at any time when any Credit Document Obligations or Letters of Credit are outstanding or any Commitments under the Credit Agreement exist, the Required Lenders (or, to the extent provided in Section 13.12 of the Credit Agreement, the Supermajority Lenders or each of the Lenders, as applicable) and (ii) at any time after all of the Credit Document Obligations have been paid in full and all Commitments and Letters of Credit under the Credit Agreement have been terminated and no further Commitments and Letters of Credit may be provided thereunder, the holders of a majority of the outstanding Hedging Obligations and Cash Management Obligations.

"Secured Cash Management Agreements" means one or more Cash Management Agreements entered into by a Credit Party with a Lender or Affiliate thereof (or a Person which was a Lender or Affiliate thereof when such Cash Management Agreement was entered into).

"Secured Creditor" means Deutsche Bank AG New York Branch, the Original Lender Creditors, the Original Hedging Creditors, the Original Cash Management Creditors, each entity that becomes a party to the Trust Deed in its capacity as a Secured Party by executing a Secured Party Accession Deed.

"Secured Hedging Agreements" means Hedging Contract entered into by a Credit Party with any Lender or Affiliate thereof (or a Person which was a Lender or affiliate thereof when such agreement was entered into).

"Secured Parties" means the Secured Creditors and any Receiver or Delegate.

"Security" means the security created or purported to be created by the Charge.

"Security Period" means the period beginning on the date of the Charge and ending on the date upon which the Security Trustee (acting reasonably) is satisfied that:

(a) none of the Secured Parties is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Borrowers under any of the Credit Documents; and

(b) the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

"Security Trust Deed" means the security trust deed dated 6 February 2009 between the Security Trustee, the Secured Parties and the Obligors (as defined therein).

"Subsidiary" means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. With respect to Holdings, "Subsidiary" shall include each Subsidiary of Holdings and each of its subsidiaries.

"Supermajority Lenders" means those, Non-Defaulting Lenders (other than Affiliated Lenders) which would constitute the Required Lenders under, and as defined in, this Agreement, if the reference to "a majority" contained therein were changed to "80%".

"Subsidiary Guarantors" means "Subsidiary Guarantors" shall mean (a) each IP Credit Party, (b) each Person identified on Schedule 8.13 as a Subsidiary Guarantor, (c) each Subsidiary of Holdings formed or acquired after the Effective Date that is organized under the laws of the United States, Canada or the United Kingdom, (d) each Wholly-Owned Subsidiary of Holdings formed or acquired after the Effective Date that is organized under the laws of a jurisdiction (other than the United States, Canada or the United Kingdom) in which Holdings or any Subsidiary thereof that at such time is a Credit Party is organized and (e) unless the Administrative Agent, in consultation with Holdings, determines that the cost of providing a Guaranty (taking into account any adverse tax consequences to Holdings and its Affiliates (including the imposition of withholding or other material taxes on Lenders)) shall be excessive in view of the benefits to be obtained by the Lenders therefrom, or the benefit to the Lenders of receiving such a Guaranty shall be outweighed by any disadvantage to the Lenders or to Holdings and its Subsidiaries (including a violation of applicable law) arising as a result thereof, each Wholly-Owned Subsidiary of Holdings formed or acquired after the Effective Date that is organized under the laws of any jurisdiction in which no other Subsidiary of Holdings is at such time organized. No Securitization Entity shall be a Credit Party.

"U.K. Borrowing Trigger Date" means that date on which each of the conditions set forth in Section 7B of the Credit Agreement have been satisfied.

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)
Particulars of a mortgage or charge
(continued)

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

Continuation sheet No. 1
to Form No 395 and 410 (Scot)

Company Number

00565289

Name of company

Invista (U.K.) Holdings Limited, a company incorporated in England and Wales (the "Chargor").

SCHEDULE 1: SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**1. Charge****1.1 Charge of Stock Portfolio**

The Chargor charges the Charged Stock Portfolio, with full title guarantee and by way of first fixed charge (or, with respect to any portion of Charged Stock Portfolio that constitutes Permitted Senior Secured Debt Priority Collateral on which there is a Lien in favour of a Permitted Senior Secured Debt Collateral Agent to secure Permitted Senior Secured Debt Obligations (as defined in the Permitted Senior Secured Debt Intercreditor Agreement), with effect from such date by way of second fixed charge on such portion), to the Security Trustee to hold the same on trust for, and for the ratable benefit of, the Secured Parties on the terms set out in the Security Trust Deed as security for the payment and discharge of all of the Secured Obligations.

1.2 Charge of Debt Portfolio

The Chargor charges the Charged Debt Portfolio, with full title guarantee and by way of first fixed charge (or, with respect to any portion of Charged Debt Portfolio that constitutes Permitted Senior Security Debt Priority Collateral on which there is a Lien in favour of a Permitted Senior Secured Debt Collateral Agent to secure Permitted Senior Secured Debt Obligations (as defined in the Permitted Senior Secured Debt Intercreditor Agreement), with effect from such date by way of second fixed charge on such portion), to the Security Trustee to hold the same on trust for, and for the ratable benefit of, the Secured Parties on the terms set out in the Security Trust Deed as security for the payment and discharge of all of the Secured Obligations.

1.3 Interest

Any Secured Obligation which is owed by the Chargor under the Charge and is not paid when due shall bear interest at the Default Rate from the due date until the date on which such Secured Obligation is unconditionally and irrevocably paid in full and such interest shall accrue from day to day (after as well as before judgment) and be payable by the Chargor on demand of the Security Trustee.

2. Negative Undertakings**2.1 Representations Untrue**

The Chargor shall not take any action which would cause any of the representations made in Clause 6 of the Charge (*Representations and Warranties*) to be untrue or incorrect in any respect at any time during the Security Period.

2.2 Undertaking

Except as permitted by the Credit Agreement or the Guarantee and Collateral Agreement, the Chargor shall not:

- (a) assign or dispose of all or any part of the Charged Portfolio; or
 - (b) create, grant or permit to exist:
 - (i) any security interest over; or
 - (ii) any restriction on the ability to transfer or realise,
- all or any part of the Charged Portfolio (other than under the Charge).

3. Further assurance**3.1 General**

- (a) The Chargor shall promptly, at its own expense, execute all documents (including transfers) and do all things (including the delivery, transfer, assignment or payment of all or part of the Charged Portfolio to the Security Trustee or its nominee(s)) that the Security Trustee may reasonably specify for the purpose of:
 - (i) exercising the Collateral Rights; or

(ii) preserving, securing and/or perfecting its security over or title to all or any part of the Charged Portfolio.

(b) The obligations of the Chargor under this clause are in addition to the covenants for further assurance implied by the Law of Property (Miscellaneous Provisions) Act 1994.

3.2 Upon Enforcement Event

Upon the occurrence and during the continuance of an Enforcement Event, the Chargor shall, upon demand from the Security Trustee:

- (a) procure the transfer of the Charged Portfolio into the name of the Security Trustee or its nominee(s), agents or such purchasers as it shall direct; and
- (b) execute all documents and do all other things that the Security Trustee may require to facilitate the realisation of the Charged Portfolio.

4. Continuing Security

The Charge shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period.

SCHEDULE 2: DEFINITIONS

In this Form 395:

"Attributable Debt" means, on any date, in respect of any leases that are required to be, in accordance with GAAP, recorded as capitalized leases of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

"Borrowers" means INVISTA B.V., a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) having its corporate seat (*statutaire zetel*) in Amsterdam, The Netherlands ("Holdings"), the Lux Borrower, INVISTA (Canada) Company, an unlimited liability company organized under the laws of the Canadian province of Nova Scotia ("INVISTA Canada" or the "Canadian Borrower" and, together with the Lux Borrower and INVISTA Textiles (U.K.) Limited, a limited liability company incorporated under the laws of England and Wales with registered number 04558109 ("INVISTA U.K."), to the extent it becomes the U.K. Borrower pursuant to Section 7B of the Credit Agreement.

"Capitalized Lease Obligations" means, with respect to any Person, all monetary or financial obligations of such Person under any leasing or similar arrangement conveying the right to use real or personal property, or a combination thereof, which, in accordance with GAAP, is classified and accounted for as capital leases of such Person, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP and the stated maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date on which such lease may be terminated by the lessee without payment of a penalty.

"Cash Equivalents" means:

(a) marketable direct obligations issued by, or unconditionally guaranteed by, the federal government of the United States, Canada, Switzerland, any Approved Member State or any agency or instrumentality thereof and in each case maturing within one year from the date of acquisition thereof;

(b) marketable direct obligations issued by any State of the United States of America or any political subdivision of any such State or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either S&P or Moody's;

(c) (x) commercial paper maturing no more than one year from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's and (y) money market funds that are rated AAA by S&P or Aaa by Moody's;

(d) (x) time deposits, demand deposits, bearer deposit notes, certificates of deposit, Eurodollar time deposits, bankers' acceptances or similar instruments of deposit, in each case, maturing or which are redeemable at option of holder or required to be purchased within one year from the date of acquisition thereof and (y) overnight bank deposits, in each case, issued by (i) any bank organized under the laws of the United States of America or any State thereof or the District of Columbia having at the date of acquisition thereof combined capital and surplus of not less than \$500,000,000 or (ii) any bank organized under the laws of any member state of the European Union or any Approved Member State, as of the date hereof, or Switzerland having combined capital and surplus in excess of the applicable foreign currency equivalent of \$500,000,000; provided that, to the extent any cash is generated through operations in a jurisdiction outside of the United States, Canada, Switzerland or an Approved Member State, such cash may be retained and invested in obligations of the type described in clauses (a) through (e) of this definition to the extent such obligations have a credit rating equal to the sovereign rating of such jurisdiction;

(e) repurchase obligations with a term of not more than 90 days for underlying securities of the types described in clause (a) above entered into with any bank meeting the qualifications specified in clause (d) above;

(f) (x) investments in funds which invest at least 90% of their assets in securities of the types described in clauses (a) through (e) above and (y) and investments of the type and maturity described in clause (a) through (e) above of foreign obligors, which investments or obligors (or the parents of such obligors) have ratings described in such clauses or equivalent ratings from comparable foreign rating agencies;

(g) deposits of cash in favor of banks or other depository institutions, solely to the extent incurred in connection with the maintenance of such deposit accounts in the ordinary course of business.

"Cash Management Creditors" means each Lender and/or affiliate thereof party to one or more Secured Cash Management Agreements (or a Person which was a Lender or affiliate thereof when such Secured Cash Management Agreement was entered into) so long as such Lender or affiliate participates in such Secured Cash Management Agreement, together with such Lender's or affiliate's successors and assigns.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 565289
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ENGLISH SECURITY
AGREEMENT DATED 6 FEBRUARY 2009 AND CREATED BY
INVISTA (U.K.) HOLDINGS 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 XII OF THE COMPANIES ACT 1985 ON THE 19 FEBRUARY
2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 FEBRUARY
2009**



Companies House
— for the record —



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