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bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

395

22 4326 / 13

To the Registrar of Companies

For official use

Company number

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00565289

Name of company

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

Date of creation of the charge

15 April 2009

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

A pledge agreement of third party receivables (the "Pledge Agreement") between the Pledgor, KoSa UK Limited, Invista Textiles (U.K.) Limited, Invista (U.K.) Superior Holdings Limited, Invista (U.K.) Capital Limited and Deutsche Bank AG New York Branch as Pledgee (the "Pledgee").

Amount secured by the mortgage or charge

The Obligations (as defined in the GCA) (expressly including the Parallel Debt contained in Section 6.17 of the GCA owing to the Pledgee) and any payment obligations of any of the Pledgors under the Pledge Agreement, provided that until the prohibition laid down in section 2:207c of the Dutch Civil Code has been abolished, no obligations shall be included in the definition of the Secured Obligations to the extent that, if included, the security interest granted pursuant to the pledge would constitute a violation of the prohibition on financial assistance contained in section 2:207c of the Dutch Civil Code (the "Secured Obligations").

(In this Form 395, unless otherwise defined, the terms used have the meaning given thereto in Schedule 2).

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

Deutsche Bank AG New York Branch as Administrative Agent and Collateral Agent on behalf of itself as lender and for the other 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

(Red
Rec'd)

Post room



PG4MQ00L
PMO 30-04-09 435
COMPANIES HOUSE
L780A98R
LD4 22/04/2009 120
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Schedule 1.

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in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed White & Case LLP

Date 22 April 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

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binding margin

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 "Pledgor").

SCHEDULE 1: SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**1. Title and creation of Rights of Pledge**

- 1.1 As security for the payment of the Secured Obligations, the Pledgor grants, where relevant in advance (*bij voorbaat*), to the Pledgee an undisclosed right of pledge (*stil pandrecht*) over all its Third Party Receivables (the "Pledge").
- 1.2 The Pledgor undertakes to create a right of pledge (*pandrecht*) in favour of the Pledgee over its Future Third Party Receivables, by executing and delivering a Supplemental Deed to the Pledgee, subject to Clause 3.2.2 of the Pledge Agreement, not later than 10 business days from the last day of each calendar quarter or with such other frequency as the Pledgee may decide.
- 1.3 The Rights of Pledge include all rights attached to the Receivables such as, but not limited to, accessory rights (*afhankelijke rechten*) and ancillary rights (*nevenrechten*).
- 1.4 If, and to the extent at any time it appears that, a Right of Pledge is not or will not be first priority ranking (*eerste in rang*) as they are supplemental to the security rights created under the Debenture, a Security Document or for any other reason, the Pledgor and the Pledgee agree that valid rights of pledge have or shall nevertheless have been created over the Receivables with the highest possible ranking as shall then be possible, such without prejudice to any rights of the Pledgee under the Debenture, the Credit Agreement, the GCA or any other Credit Document.

2. Covenant to Pay and Parallel Debt

Pursuant to the Parallel Debt created under Section 6.17 of the GCA, the Pledgee has its own claim in respect of the payment obligations of the Borrowers and the Guarantors to the Secured Parties and consequently, the Pledgee becomes the sole pledgee under the Pledge Agreement.

3. Negative Pledge

Unless permitted under the Credit Agreement and / or the GCA and / or the Debenture, the Pledgor shall not:

- (a) assign, transfer or otherwise dispose of any of its Receivables;
- (b) create or permit to subsist a security interest on any of its Receivables;
- (c) waive, amend or terminate any of its rights under or in connection with the Receivables, including any accessory rights (*afhankelijke rechten*) or ancillary rights (*nevenrechten*) attached to it; and
- (d) do anything which would prejudice the validity, enforceability or priority of the Rights of Pledge or result in a reduction in the value of any of its Receivables.

4. Further Assurance

The Pledgor shall from time to time at its own expense on request execute such further instruments or documents or take such other action (including but not limited to registration at any registry) as the Pledgee may deem reasonably necessary or desirable to:

- (a) create, protect or preserve each Right of Pledge or its ranking;
- (b) to protect or preserve any of its Receivables; or
- (c) otherwise give effect to the terms of the Pledge Agreement.

5. Release and Termination

All rights of the Pledgee and the security interests created by the Pledge Agreement or to be created pursuant to the Pledge Agreement and all obligations of the Pledgor under the Pledge Agreement shall - to the extent legally possible - be absolute and unconditional irrespective of:

- (i) any lack of enforceability of the Credit Agreement, the GCA or any other agreement or instruments relating thereto;
- (ii) any change in time, manner or place of payment of all or any of the Secured Obligations or any consent to any departure from the Credit Agreement, the GCA or any other agreement or instrument relating to any of them; or
- (iii) any exchange, release or non perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any other collateral for all or any of the Secured Obligations.

SCHEDULE 2: DEFINITIONS

In this Form 395:

"ABL Priority Collateral" shall have the meaning given to it in the Credit Agreement.

"Administrative Agent" shall mean Deutsche Bank AG New York Branch, in its capacity as administrative agent for the Lenders under the Credit Agreement and under the other Credit Documents, and shall include any successor to the administrative agent appointed pursuant to Section 12.09 of the Credit Agreement.

"Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such Person; provided, however, that neither any Agent nor any of its respective Affiliates shall be considered an Affiliate of Holdings or any Subsidiary thereof.

"Article 9 Collateral" has the meaning assigned to such term in Section 4.01 of the Guarantee and Collateral Agreement and shall include the Breakage Prepayment Accounts described in Section 4.06 of the Guarantee and Collateral Agreement.

"Attributable Debt" shall mean, 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"), 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 and whose corporate capital is U.S.\$152,000,100 and whose net losses as of December 31, 2007 are U.S.\$348,858,000 (the "Lux Borrower"), INVISTA (Canada) Company, an unlimited liability company organized under the laws of the Canadian province of Nova Scotia ("INVISTA Canada") 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.").

"Breakage Prepayment Account" means an account established by the applicable Borrower with the Administrative Agent and over which the Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal for application in accordance with Section 2.11(b) of the Credit Agreement.

"Capitalized Lease Obligations" shall mean, 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 Management Agreement" shall mean any agreement to provide cash management services, including treasury, depository, overdraft, credit or debt card, electronic funds transfer and other cash management arrangements.

"Cash Management Control Agreement" shall mean a "control agreement" in form and substance reasonably acceptable to the Administrative Agent which, in the case of the UK Credit Parties, can be incorporated within the Debenture (unless a separate control agreement is deemed advisable by the Administrative Agent), and containing terms regarding the treatment of all cash and other amounts on deposit in (or credited to) the respective Deposit Account governed by such Cash Management Control Agreement consistent with the requirements of Section 5.03 of the Credit Agreement.

"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.

"Cash Management Obligations" has the meaning assigned to such term in the definition of "Obligations".

"Co-Collateral Agent" shall mean General Electric Capital Corporation in its capacity as co-collateral agent for the Secured Parties pursuant to the Credit Agreement and the Security Documents.

"Collateral" means Article 9 Collateral, IP Collateral and Pledged Collateral.

"Collateral Agent" shall mean 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.

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise, and the terms "Controlling" and "Controlled" shall have meanings correlative thereto.

"Copyright, Patent and Trademark Security Agreement" shall mean the Copyright, Patent and Trademark Security Agreement among the Credit Parties and the Collateral Agent in form and substance reasonably acceptable to the Administrative Agent.

"Credit Agreement" means the ABL credit agreement dated as of 6 February 2009 made between, amongst others, Holdings, the Lux Borrower and INVISTA Canada, as borrowers, the Lenders party thereto from time to time and the Administrative Agent, each as defined in such agreement as amended, varied, novated or supplemented from time to time.

"Credit Documents" has the meaning given to it in the Credit Agreement.

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

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

"Debenture" means a debenture dated 24 March 2009 entered into between Deutsche Bank AG New York Branch as security trustee for the rateable benefit and on behalf of the Secured Parties and the Pledgor, Invista (U.K.) Superior Holdings Limited, Invista Textiles (U.K.) Limited, KoSa UK Limited, Invista (U.K.) Capital Limited, Invista Technologies S.à r.l. and Invista North America S.à r.l.

"Deposit Account" shall mean a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization.

"Designated Credit Party" has the meaning given to it in the Credit Agreement.

"Domestic Subsidiary" of any Person shall mean any Subsidiary of such Person incorporated or organized in the United States or any State thereof or the District of Columbia.

"Effective Date" shall have the meaning provided in Section 13.10 of the Credit Agreement.

"Equity Interests" of any Person shall mean any and all shares, interests, rights to purchase, warrants, options, participation or other equivalents of or interest in (however designated) equity of such Person, including any common stock, preferred stock, any limited or general partnership interest, unlimited liability company member interest and any limited liability company membership interest.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder. Section references to ERISA are to ERISA, as in effect at the date of the Credit Agreement and any subsequent provisions of ERISA, amendatory thereof, supplemental thereto or substituted therefor.

"Event of Default" shall have the meaning provided in Section 11 of the Credit Agreement.

"Foreign Pledge Agreement" shall mean a pledge agreement, charge or debenture securing the Obligations or any of them that is governed by the law of a jurisdiction other than the United States and reasonably satisfactory in form and substance to the Administrative Agent.

"Foreign Subsidiary" shall mean, as to any Person, any Subsidiary of such Person that is not a Domestic Subsidiary of such Person.

"Future Third Party Receivables" means all receivables (*vorderingen*) of any Pledgor (i) that are governed by the laws of the Netherlands; or (ii) vis-à-vis any Third Party, in each case, under or in connection with each agreement or legal relationship to be acquired after the date of the Pledge Agreement or, in case of a Supplemental Deed after the date of that Supplemental Deed, other than receivables (*vorderingen*) that will be acquired directly pursuant to an agreement or legal relationship in existence on the date of the Pledge Agreement, or in case of a Supplemental Deed, on the date of that Supplemental Deed.

"GAAP" shall mean Generally Accepted Accounting Principles in the United States, as in effect from time to time, subject (to the extent provided therein) to Section 13.07(a) of the Credit Agreement.

"GCA" means the Guarantee and Collateral Agreement.

"Governmental Authority" shall mean any nation, sovereign or government, any state, province or other political subdivision thereof and any entity or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any central bank.

"Guarantee and Collateral Agreement" means the agreement dated as of February 6, 2009, among Invista B.V., Invista S.À R.L., Invista (Canada) Company, the other Subsidiaries of Invista B.V. from time to time party to the agreement and Deutsche Bank AG New York Branch, as Collateral Agent.

"Guarantors" means Holdings, the Borrowers and the Subsidiaries of Holdings set forth in Section A of Schedule I, together with any entity that becomes a Guarantor pursuant to Section 6.14 of the GCA.

"Guaranty" of or by any Person (the "guarantor") shall mean any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided, that the term Guaranty shall not include endorsements for collection or deposit in the ordinary course of business.

"Hedging Contracts" shall mean all Interest Rate Contracts, foreign exchange contracts, currency swap or option agreements, forward contracts, commodity swap, purchase or option agreements, other commodity price hedging agreements and all other similar agreements or arrangements designed to alter the risks of any Person arising from fluctuations in interest rates, currency values or commodity prices.

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

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

"Indebtedness" shall mean, 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 (as defined in the Credit Agreement). 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.

"Indemnitees" means the Administrative Agent, the Collateral Agent, each Issuing Lender, each Lender, each Hedging Creditor, each Cash Management Creditor and each of their respective officers, directors, employees, representatives, agents and Affiliates.

"Intercreditor Agreement" shall mean and include each of a Permitted Receivables Financing Intercreditor Agreement and a Permitted Senior Secured Debt Intercreditor Agreement.

"Interest Rate Contract" shall mean any interest rate swap agreements, interest rate cap agreements, interest rate collar agreements and interest rate insurance.

"IP Collateral" has the meaning assigned to such term in Section 4.01(b) of the Guarantee and Collateral Agreement.

"IP Credit Party" shall mean (a) each Person identified on Schedule 8.13 of the Credit Agreement as an IP Credit Party and (b) Holdings and any of its Subsidiaries identified by Holdings in writing to the Administrative Agent after the Effective Date as an IP Credit Party; provided that the jurisdiction of organization of each IP Credit Party identified after the Effective Date pursuant to this clause (b) shall either be the same as a jurisdiction of an existing IP Credit Party or otherwise reasonably satisfactory to the Administrative Agent. No Canadian Tolling Subsidiary shall be an IP Credit Party.

"Issuing Lender" shall mean Deutsche Bank AG New York Branch (except as otherwise provided in Section 12.09 of the Credit Agreement), Credit Suisse, Cayman Islands Branch, Bank of America, N.A. and any other Lender reasonably acceptable to the Administrative Agent and Holdings which agrees to issue Letters of Credit hereunder. Any Issuing Lender may, in its discretion, arrange for one or more Letters of Credit to be issued by one or more Affiliates of such Issuing Lender (and such Affiliate shall be deemed to be an "Issuing Lender" for all purposes of the Credit Documents).

"Leaseholds" of any Person shall mean all the right, title and interest of such Person as lessee in, to and under leases of land and/or improvements on land.

"Lender" shall mean 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.

"Lender Creditors" mean the Lenders, each Issuing Lender, the Administrative Agent and the Collateral Agent.

"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).

"Mortgage" shall mean a mortgage, leasehold mortgage, debenture, immovable hypothec, deed of trust, leasehold deed of trust, deed to secure debt, leasehold deed to secure debt or similar security instrument in form and substance reasonably satisfactory to the Administrative Agent.

"Obligations" means and include, as to the Pledgor, 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 paragraph (i), except to the extent consisting of Hedging Obligations (as defined) or Cash Management Obligations (as defined) being 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 postpetition 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 being 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 postpetition 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 being 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 paragraphs (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 Indemnitee as to which such Indemnitee 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.

"Parallel Debt" means, notwithstanding any other provision of the Guarantee and Collateral Agreement and solely for the purpose of ensuring and preserving the validity and continuity of certain of the Foreign Pledge Agreements and subject as provided below, each of the Guarantors hereby irrevocably and unconditionally undertakes to pay to the Collateral Agent, as creditor in its own right and not as representative of the other Secured Parties, sums equal to and in the currency of each amount payable by such Guarantor to each and any of the Secured Parties under any of the Credit Documents and/or any of the Secured Hedging Agreements and/or any of the Secured Cash Management Agreements as and when that amount falls due for payment under the relevant Credit Document and/or Secured Hedging Agreements and/or any of the Secured Cash Management Agreements as described above or would have fallen due but for any discharge resulting from failure of another Secured Party to take appropriate steps, in insolvency proceedings affecting that Guarantor, to preserve its entitlement to be paid that amount.

"Permitted Receivables Financing" shall have the meaning given to it in the Credit Agreement.

"Permitted Receivables Financing Intercreditor Agreement" shall mean an intercreditor agreement, in form and substance reasonably satisfactory to the Security Agents, among the Collateral Agent, the applicable Credit Parties party to the subject Permitted Receivable Financing and the collateral (or similar) agent for the such Permitted Receivables Financing, as amended modified or supplemented from time to time in accordance with the terms thereof and hereof.

"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) of the Credit Agreement 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 Collateral Agent" shall mean each relevant financial institution, in its capacity as a collateral agent under Permitted Senior Secured Debt Documents in respect of an issuance of Permitted Senior Secured Debt (and its successors and assigns in such capacity).

"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 Deutsche Bank AG New York Branch as 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 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.

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

"Person" shall mean an individual, partnership, corporation (including a business trust), joint stock company, estate, trust, limited liability company, unlimited liability company, unincorporated association, joint venture or other entity or Governmental Authority.

"Pledged Collateral" has the meaning assigned to such term in Section 3.01 of the Guarantee and Collateral Agreement.

"Receivables" means the Third Party Receivables and the Future Third Party Receivables.

"Right of Pledge" means each right of pledge created pursuant to the Pledge Agreement.

"Secured Cash Management Agreements" or **"SCMA"** 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 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 (a) the Lender Creditors, (b) the Hedging Creditors and (c) the Cash Management Creditors.

"Securitization Entity" shall mean any Subsidiary of Holdings or any other corporation, trust or entity that is exclusively engaged in Permitted Receivables Financings described in clause (i) of the definition in the Credit Agreement and activities relating directly thereto.

"Security Agents" shall mean the Collateral Agent and the Co-Collateral Agent.

"Security Document" means each of the Guarantee and Collateral Agreement, the Debentures, each Security Trust Deed, the Foreign Pledge Agreements, each Cash Management Control Agreement, the Mortgages, the Copyright, Patent and Trademark Security Agreements, each Intercreditor Agreement and each other security agreement or other instrument, document, agreement or grant executed and delivered pursuant to the Collateral and Guaranty Requirements or pursuant to Section 9.10 or 9.11 to secure any of the Obligations.

"Security Trust Deed" shall mean (i) a security trust deed governed by the laws of England and Wales and (ii) a security trust deed governed by the laws of Singapore, in each case entered into between the Collateral Agent, as security trustee thereunder, and the applicable grantors thereunder, in form and substance reasonably acceptable to the Administrative Agent together with each Secured Party Accession Deed (as defined therein) entered into pursuant thereto.

"Subsidiary" of a Person 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.

"Subsidiary Guarantors" shall mean (a) each IP Credit Party, (b) each Person identified on Schedule 8.13 of the Credit Agreement 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.

"Supplemental Deed" means the supplemental deed of pledge substantially in the form of Schedule 2 (*Form of Supplemental Deed for undisclosed right of pledge*) to the Pledge Agreement.

"Third Party" means any debtor, customer or client of the Pledgor, located or conducting its business in the Netherlands;

"Third Party Receivables" means all receivables (*vorderingen*) of the Pledgor (i) that are governed by the laws of the Netherlands; or (ii) vis-à-vis any Third Party, in each case, under or in connection with each agreement or legal relationship which:

(i) exist on the date of the Pledge Agreement; or

(ii) will be acquired after the date of the Pledge Agreement, directly pursuant to a legal relationship in existence on the date of the Pledge Agreement.

"U.K. Borrower" shall mean, from and after the U.K. Borrowing Trigger Date, INVISTA U.K.; provided that "U.K. Borrower" shall mean, for all purposes of this Agreement and the other Credit Documents, U.K. Newco from and after the assumption by U.K. Newco of all Obligations of INVISTA U.K. pursuant to Section 20 in connection with the U.K. Restructuring.

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

"U.K. Credit Parties" shall mean the U.K. Borrower, the U.K. Subsidiary Guarantors and each other Credit Party that is an operating company whose primary operations are conducted in the United Kingdom.

"U.K. Newco" shall have the meaning provided in Section 20 of the Credit Agreement.

"U.K. Restructuring" shall have the meaning provided in Section 20 of the Credit Agreement.

"U.K. Subsidiary Guarantor" shall mean each U.K. Subsidiary of Holdings which is a Subsidiary Guarantor, whether existing on the U.K. Borrowing Trigger Date or established, created or acquired after the U.K. Borrowing Trigger Date, unless and until such time as the respective U.K. Subsidiary is released from all of its obligations under the Guarantee and Collateral Agreement in accordance with the terms and provisions thereof.

"Wholly-Owned Subsidiary" shall mean, as to any Person, (a) any corporation 100% of whose capital stock is at the time owned by such Person and/or one or more Wholly-Owned Subsidiaries of such Person and (b) any partnership, limited liability company, unlimited liability company, association, joint venture or other entity in which such Person and/or one or more Wholly-Owned Subsidiaries of such Person has a 100% equity interest at such time (other than, in the case of a Foreign Subsidiary of Holdings with respect to the preceding clauses (a) and (b), directors' qualifying shares and/or other nominal amounts of shares required to be held by Persons other than Holdings and its Subsidiaries under applicable law).



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 565289
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PLEDGE AGREEMENT OF THIRD
PARTY RECEIVABLES DATED 15 APRIL 2009 AND CREATED BY
INVISTA (U.K.) HOLDINGS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM ANY OF THE
PLEDGORS TO DEUTSCHE BANK AG NEW YORK BRANCH AS
ADMINISTRATIVE AGENT AND COLLATERAL AGENT ON
BEHALF OF ITSELF AS LENDER AND FOR THE OTHER
SECURED PARTIES 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 30 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 MAY 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES