

MG01

Particulars of a mortgage or charge



227491/13
iris
LASERFORM

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
particulars of a charge for a
company. To do this, please
use form MG01s

MONDAY



LD4

LKW7NMEV

09/08/2010

71

COMPANIES HOUSE

1

Company details

Company number

0 0 5 6 5 2 8 9

Company name in full

INVISTA (U K) Holdings Limited (the "Charging Company")

For official use

→ **Filling 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

d 0 d 4 m 0 m 8 y 2 y 0 y 1 y 0

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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

An agreement on the assignment of receivables dated as of 4 August 2010
governed by Swiss law entered into by the Charging Company in favour of
Deutsche Bank AG New York Branch (the "Collateral Agent")

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Amount secured

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

Amount secured

The Secured Obligations.

For all definitions in this Form MG01, please see
Schedule 2.

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

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Particulars of a mortgage or charge

5 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 Deutsche Bank AG New York Branch

Address 60 Wall Street, New York, NY 10005, USA

Postcode

Name

Address

Postcode

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

Please see Schedule 1.

For all definitions in this Form MG01, please see Schedule 2.

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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

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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 866).

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 870). 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).

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Signature

Please sign the form here

Signature

Signature

X White & Case LLP

X

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

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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 James Clarke

Company name White & Case LLP

Address 5 Old Broad Street

Post town London

County/Region

Postcode E C 2 N 1 D W

Country United Kingdom

DX

Telephone 0207 532 2759

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

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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 style="text-align: center;">SCHEDULE 1</p> <p style="text-align: center;">SHORT PARTICULARS OF ALL PROPERTY MORTGAGED OR CHARGED</p> <p>1. ASSIGNMENT AND TRANSFER OF RECEIVABLES</p> <p>1.1 The Charging Company, as security for the Secured Obligations, agrees to assign and transfer legal title (as the case may be) and hereby assigns and transfers legal title to the Receivables to the Collateral Agent</p> <p>1.2 The assignment and transfer of the Receivables shall comprise any and all rights and benefits relating thereto, including privileges and ancillary rights in respect thereof and any interest accruing thereon as well as any right to receive the proceeds of any insurance, indemnity, warranty or guarantee relating to the Receivables</p> <p>1.3 The assignment of the Receivables shall not be disclosed to the respective debtors until an event of default under the Amended ABL Credit Agreement has occurred.</p> <p>2. CONTINUING SECURITY</p> <p>2.1 The security is to be a continuing security notwithstanding (i) any intermediate payment or increase of the amount of all or any part of the Secured Obligations, (ii) temporary discharge of the Secured Obligations, (iii) transfer of any rights and obligations by novation or otherwise under the Secured Documents and (iv) any change, amendment or supplement whatsoever in the Secured Documents</p>	

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Short particulars	<p style="text-align: center;">SCHEDULE 2</p> <p style="text-align: center;">DEFINITIONS</p> <p>“Administrative Agent” means Deutsche Bank AG New York Branch</p> <p>“Affiliate” means, 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</p> <p>“Amended ABL Credit Agreement” means the amended and restated ABL credit agreement dated as of 4 August 2010 among INVISTA B.V , INVISTA S.à r l , INVISTA (Canada) Company and INVISTA Textiles (U K) Limited, the Lenders party thereto, Deutsche Bank AG New York Branch as Administrative Agent and Collateral Agent, and General Electric Capital Corporation as Co-Collateral Agent</p> <p>“Cash Management Agreement” means any agreement to provide cash management services, including treasury, depository, overdraft, credit or debit card, purchasing cards, merchant cards, electronic funds transfer and other cash management arrangements</p> <p>“Control” means 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</p> <p>“Credit Documents” means the Amended ABL Credit Agreement, the Guarantee and Collateral Agreement, each other Security Document (as defined in the Amended ABL Credit Agreement, the Joinder Agreement and, after the execution and delivery thereof pursuant to the terms of this Agreement, each Incremental Commitment Agreement (as defined in the Amended ABL Credit Agreement), each Intercreditor Agreement (as defined in the Amended ABL Credit Agreement) and each Note</p> <p>“Credit Party” means each of INVISTA B V , INVISTA S à r l , INVISTA (Canada) Company and INVISTA Textiles (U K) Limited and the Subsidiary Guarantors (as defined in the Amended ABL Credit Agreement</p> <p>“Guarantee and Collateral Agreement” means the guarantee and collateral agreement dated 6 February 2009 (as amended on 4 August 2010) between INVISTA B V , INVISTA S à r.l., INVISTA (Canada) Company and INVISTA Textiles (U K) Limited, the other subsidiaries of INVISTA B V from time to time party thereto and the Collateral Agent</p> <p>“Hedging Contract” means 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</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>fluctuations in interest rates, currency values or commodity prices.</p> <p>"Interest Rate Contracts" means any interest rate swap agreements, interest rate cap agreements, interest rate collar agreements and interest rate insurance.</p> <p>"Joinder Agreement" means the joinder agreement dated 24 March 2009 between INVISTA Textiles (U K) Limited and the Administrative Agent</p> <p>"Lender" means each financial institution listed in Schedule 1 01(a) of the Amended ABL Credit Agreement as well as any person who becomes a Lender pursuant to the terms of the Amended ABL Credit Agreement</p> <p>"Note" means each Revolving Note and each Swingline Note (each as defined in the Amended ABL Credit Agreement</p> <p>"Receivables" means any and all present and future, actual and contingent, accounts receivable against debtors with their chief executive officer, seat or domicile in Switzerland arising in the course of the Charging Company's business</p> <p>"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)</p> <p>"Secured Documents" means the Amended ABL Credit Agreement and the Credit Documents, Secured Hedging Agreement and Secured Cash Management Agreements</p> <p>"Secured Hedging Agreement" mean (i) each Hedging Contract entered into prior to 4 August 2010 and set forth on Schedule 1 01(f) of the Amended ABL Credit Agreement and (ii) each Hedging Contract entered into on or after 4 August 2010, in each case, 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) provided that, solely with respect to Hedging Contracts entered into on or after 4 August 2010, (i) such Hedging Contract expressly states that (x) it constitutes a "Secured Hedging Agreement" for purposes of the Amended ABL Credit Agreement and the other Credit Documents and (y) does not constitute a "Secured Hedging Agreement" for purposes of the Permitted Senior Secured Debt Documents (as defined in the Amended ABL Credit Agreement) and (ii) INVISTA B V. and the other parties thereto shall have delivered to the Administrative Agent a written notice specifying that such Hedging Contract (x) constitutes a "Secured Hedging Agreement" for purposes of the Amended ABL Credit Agreement and the other Credit Documents, (y) does not constitute a "Secured Hedging Agreement" for purposes of the Permitted Senior Secured Debt Documents (as defined in the Amended ABL Credit Agreement) or any guarantees relating thereto and (z) in the case of the written notice from INVISTA B V., that such Hedging Contract and the obligations of INVISTA B V. and its subsidiaries thereunder have been, and will be, incurred in compliance with this Agreement</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

“Secured Obligations” means any and all monies, obligations and liabilities whatsoever, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, which are now or which may at any time be due, owing, incurred and/or outstanding from the Charging Company to the Secured Parties and/or the Collateral Agent or any transferee or assignee or replacement or successor of the Collateral Agent under or in connection with any of the Secured Documents, including, for the avoidance of doubt and without limitation, any obligation relating to an increase of the Amended ABL Credit Agreement and any obligation arising out of unjust enrichment and damages even in the case of invalidity, ineffectiveness or unenforceability of any of the Secured Documents

“Secured Parties” means (a) the Lender Creditors, (b) the Hedging Creditors and (c) the Cash Management Creditors (each as defined in the Guarantee and Collateral Agreement)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 565289
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN AGREEMENT ON THE
ASSIGNMENT OF RECEIVABLES DATED 4 AUGUST 2010 AND
CREATED BY INVISTA (U.K.) HOLDINGS LIMITED FOR
SECURING ALL MONIES WHATSOEVER DUE OR TO BECOME
DUE FROM THE COMPANY TO THE SECURED PARTIES AND/OR
THE COLLATERAL AGENT 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 9 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 AUGUST 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES