

# MG01

## Particulars of a mortgage or charge

109098/13



**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 for**  
You cannot use this form to register  
particulars of a charge on a  
company. To do this use form  
MG01s

MONDAY



LD4 \*L2209VDA\* 11/02/2013 #10  
COMPANIES HOUSE

ease  
y uk

**1 Company details** 1    For official use

Company number: 0 2 2 3 8 4 1 9

Company name in full: DuPont Performance Coatings (U K ) Limited  
(the "Chargor")

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals  
  
All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation: d0 d1 m0 m2 y2 y0 y1 y3

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description: A debenture dated 1 February 2013 granted by the Chargor in favour of Barclays Bank PLC as collateral agent for the Secured Parties (the "Collateral Agent") (the "Debenture").

**4 Amount secured**

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

Amount secured: The collective Obligations of the Loan Parties now or hereafter existing under the Loan Documents, any Secured Cash Management Agreement or any Secured Hedge Agreement (as such Loan Documents, Secured Cash Management Agreements and/or Secured Hedge Agreements may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise (the "Secured Obligations").

**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	Barclays Bank PLC
Address	1 Churchill Place
	London
Postcode	E 1 4 5 H P
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

1. **Fixed Security**

1 1 **Fixed charge over Real Property**

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Real Property and all Related Rights

1 2 **Fixed charge over Tangible Moveable Property**

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights

1 3 **Fixed charge over Accounts**

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts and all Related Rights

1.4 **Fixed charge over contracts**

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which the Chargor is a party (except for the Specific Contracts to the extent validly and effectively assigned pursuant to Clause 4 10 (*Assignment of Specific Contracts*) of the Debenture) (including each of its interest or currency rate swap, cap, floor, collar or option transactions) and all Related Rights

(Contd.)

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>
	<p>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</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>
Commission, allowance or discount	None

<b>8</b>	<b>Delivery of instrument</b>
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).</p>

<b>9</b>	<b>Signature</b>
	Please sign the form here
Signature	Signature <i>X Clifford Chance LLP X</i>
	This form must be signed by a person with an interest in the registration of the charge

# MG01

## Particulars of a mortgage or charge



### Presenter information

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

Contact name Richard Day (70-40539075)

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



### Certificate

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



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

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

#### For companies registered in England and Wales:

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

#### For companies registered in Scotland:

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

#### For companies registered in Northern Ireland:

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



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

(Contd )

**1 5 Fixed charge over Monetary Claims**

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture) and all Related Rights (to the extent not already charged under the Clause 4.5 of the Debenture)

**1 6 Fixed charge over Investments**

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

**1 7 Fixed charge over Shares**

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

**1.8 Fixed charge over Intellectual Property**

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights

**1.9 Fixed charge over goodwill**

The Chargor has charged, by way of first fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of the Chargor

**1.10 Assignment of Specific Contracts**

The Chargor has assigned and agreed to assign by way of security, all of its rights, claims, title and interest from time to time in and to each Specific Contract and all Related Rights

**2 Floating Charge**

(a) The Chargor has charged by way of first floating charge in favour of the Collateral Agent all its present and future assets and undertaking

(b) The floating charge created pursuant to paragraph (a) of Clause 5 1 of the Debenture shall be deferred in point of priority to all Fixed

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Security validly and effectively created by the Chargor under the Loan Documents in favour of the Collateral Agent as security for the Secured Obligations

(c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 5.1 of the Debenture.

The Debenture also contains a covenant for further assurance and negative pledge

Capitalised terms used in this MG01 and not defined herein have been defined in the Definitions Schedule

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Please give the short particulars of the property mortgaged or charged

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Definitions Schedule

"Account" means each of the accounts opened or maintained by the Chargor with the Collateral Agent, any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby

"Administrative Agent" means Barclays, acting through such of its Affiliates or branches as it may designate, in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent permitted by the terms hereof

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified

"Agents" means, collectively, the Administrative Agent, the Collateral Agent, the Arrangers, the Syndication Agent, the Co-Documentation Agents and the Supplemental Agents (if any)

"Arrangers" means each of Barclays, Credit Suisse Securities (USA) LLC, Citi, Deutsche Bank Securities Inc, MSSF, UBS Securities LLC, Jefferies Finance LLC and Sumitomo Mitsui Banking Corporation acting through such of its affiliates as it deems appropriate, in their respective capacities as exclusive joint lead arrangers and bookrunners

"Barclays" means Barclays Bank PLC

"Borrower Representative" means the entity appointed to act on behalf of the Borrowers pursuant to Section 1.16 of the Credit Agreement

"Borrowers" means the U.S. Borrower and the Dutch Borrower

"Capitalized Leases" means all leases that have been or are required to be, in accordance with GAAP, recorded as capitalized leases, provided that obligations or liabilities of any Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations would be required to be classified and accounted for as an operating lease under GAAP as existing on the Closing Date that are recharacterized as Capitalized Leases due to a change in GAAP after the Closing Date shall not be treated as Capitalized Leases for any purpose under the Credit Agreement, but instead shall be accounted for as if they were operating leases for all purposes under the Credit Agreement as determined under GAAP as in effect on the Closing Date.

"Cash Management Agreement" means any agreement to provide cash management services, including treasury, depository, overdraft, credit, purchasing or debit card, electronic funds transfer and other cash management arrangements to any Loan Party

"Cash Management Bank" means any Person that (i) at the time it enters into a Cash Management Agreement, is a Lender or an Agent or an Affiliate of a Lender or an Agent, (ii) in the case of any Cash Management Agreement

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in effect on or prior to the Closing Date, is, as of the Closing Date or within 30 days thereafter, a Lender or an Agent or an Affiliate of a Lender or an Agent and a party to a Cash Management Agreement or (111) within 30 days after the time it enters into the applicable Cash Management Agreement, becomes a Lender or an Affiliate of a Lender or an Agent, in each case, in its capacity as a party to such Cash Management Agreement

"**Citi**" means Citigroup Global Markets Inc , Citibank, N A , Citicorp USA, Inc , Citicorp North America, Inc and/or any of their affiliates as Citi shall determine to be appropriate to provide the services contemplated herein

"**Closing Date**" means the first date all the conditions precedent in Section 4 01 of the Credit Agreement are satisfied or waived in accordance with such Section 4 01 of the Credit Agreement, and on which the initial term loans (as described in the Credit Agreement) are advanced

"**Co-Documentation Agents**" means Deutsche Bank Securities Inc and Credit Suisse Securities (USA) LLC.

"**Collateral Documents**" means, collectively, the Security Agreement, the Intellectual Property Security Agreement, the Mortgages, those certain foreign security and pledge agreements listed on Schedule 1 01(1) of the Credit Agreement (as such schedule may be amended or supplemented from time to time) each of the mortgages, collateral assignments, Security Agreement Supplements, Intellectual Property Security Agreement Supplements, security agreements, pledge agreements or other similar agreements delivered to the Collateral Agent pursuant to Section 6 12, 6 14 or 6 16 of the Credit Agreement, and each of the other agreements, instruments or documents that creates or purports to create a Lien in favor of (1) the Collateral Agent for the benefit of the Secured Parties and/or (11) the Secured Parties in their capacities as such (or any of them) to the extent required by applicable law.

"**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 "Controlling" and "Controlled" have meanings correlative thereto

"**Credit Agreement**" means the credit agreement dated 1 February 2013 (as it may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)) among Dutch Borrower and U S Borrower, as borrowers, Holdings, Coatings Co U.S Inc., Barclays Bank PLC, as administrative agent and collateral agent, and the other parties thereto

"**Debtor Relief Laws**" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or

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other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally

**"Dutch Borrower"** means Flash Dutch 2 B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized and established under the laws of the Netherlands, having its corporate seat in Amsterdam, the Netherlands, registered with the Trade Register of the Netherlands under number 55948308

**"Fixed Security"** means any mortgage, fixed charge or assignment expressed to be constituted by or pursuant to Clause 4 (*Fixed Security*) of the Debenture

**"Guarantors"** means, collectively, Holdings and the Subsidiaries of the Dutch Borrower listed on Schedule 1 of the Credit Agreement (such Subsidiaries not to include the U S Borrower or any Subsidiary that is an "Excluded Subsidiary" as described in the Credit Agreement) and each other Subsidiary of the Dutch Borrower (other than the U S Borrower) and the U S. Borrower, respectively, that shall be required to execute and deliver a guaranty or guaranty supplement pursuant to Section 6.12 or 6.16 of the Credit Agreement.

**"Guaranty"** means, collectively, the Holdings Guaranty and the Subsidiary Guaranty.

**"Hedge Bank"** means any Person that (i) at the time it enters into a Swap Contract, is a Lender or an Agent or an Affiliate of a Lender or an Agent, (ii) within 30 days after the time it enters into a Swap Contract, becomes a Lender or an Agent or an Affiliate of a Lender or an Agent, or (iii) with respect to Swap Contracts in effect as of the Closing Date, is, as of the Closing Date or within 30 days after the Closing Date, a Lender or an Agent or an Affiliate of a Lender or an Agent and a party to a Swap Contract, in each case, in its capacity as a party to such Swap Contract

**"Holdings"** means Flash Dutch 1 B V , a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized and established under the laws of the Netherlands, having its corporate seat in Amsterdam, the Netherlands, registered with the Trade Register of the Netherlands under number 55947107

**"Holdings Guaranty"** means the holdings guaranty made by Holdings in favor of the Administrative Agent on behalf of the Secured Parties, substantially in the form of Exhibit F-1 to the Credit Agreement

**"Insurance Policy"** means any policy of insurance in which the Chargor may from time to time have an interest (as amended or supplemented).

**"Intellectual Property"** means any patents, trade marks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such

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assets in which the Chargor may from time to time have an interest.

**"Intellectual Property Security Agreement"** means, collectively, the intellectual property security agreement, substantially in the form of Exhibit B to the Security Agreement, entered into by the applicable Loan Parties dated the date of the Credit Agreement, together with each other intellectual property security agreement or intellectual property security agreement supplement executed and delivered pursuant to Section 6.12, 6.14 or Section 6.16 of the Credit Agreement

**"Intellectual Property Security Agreement Supplement"** means, collectively, any intellectual property security agreement supplement entered into in connection with, and pursuant to the terms of, any Intellectual Property Security Agreement

**"Intercompany Subordination Agreement"** means an intercompany subordination agreement, in substantially the form of Exhibit J to the Credit Agreement, or otherwise in form and substance reasonably satisfactory to the Administrative Agent.

**"Intercreditor Agreement"** means the intercreditor agreement, dated 1 February 2013, among the Borrowers, the Collateral Agent, and the collateral agent for the Senior Secured Notes

**"Investments"** means any

(a) stocks, shares, debentures and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds (but not including: (i) the Shares; (ii) any shares in DuPont Performance Coatings Belgium BVBA, and (iii) any shares in joint ventures to the extent required by the underlying joint venture agreement);

(b) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests,

(c) warrants and other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (a) or (b) above,

(d) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a), (b) or (c) above, and

(e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,

in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any contractual rights or any right to delivery of all or any part of the

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Investments from time to time)

**"Lender"** means each lender from time to time party to the Credit Agreement, collectively "Lenders" and each a "Lender"

**"Letter of Credit"** means any existing letter of credit or any letter of credit issued as per the Credit Agreement. A Letter of Credit may be a commercial letter of credit or a standby letter of credit

**"Lien"** means any mortgage, pledge, hypothecation, collateral assignment, deposit arrangement, encumbrance having the effect of security, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any Capitalized Lease having substantially the same economic effect as any of the foregoing)

**"Loan"** means an extension of credit by a Lender to the Borrowers under Article II of the Credit Agreement in the form of a term loan tranche, a revolving credit loan, a Specified Refinancing Revolving Loan or a Swing Line Loan

**"Loan Documents"** means, collectively, (i) the Credit Agreement, (ii) the Notes, (iii) the Guaranty, (iv) the Collateral Documents, (v) the Intercompany Subordination Agreement, (vi) the Intercreditor Agreement and any other intercreditor agreement required to be entered into pursuant to the terms of the Credit Agreement, (vii) any agreement creating or perfecting rights in cash collateral pursuant to the provisions of Section 2.18 of the Credit Agreement, and (viii) any Refinancing Amendment

**"Loan Parties"** means, collectively, the Borrowers and each Guarantor

**"Material Real Property"** means any parcel of real property (other than a parcel with a fair market value of less than \$10,000,000) owned in fee by a Loan Party and located in the United States, provided, however, that one or more parcels owned in fee by a Loan Party and located adjacent to, contiguous with, or in close proximity to, and comprising one property with a common street address, may, in the reasonable discretion of the Administrative Agent, be deemed to be one parcel for the purposes of this definition

**"Monetary Claims"** means any book and other debts and monetary claims owing to the Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor)

**"Mortgage"** means, collectively, the deeds of trust, trust deeds and mortgages in respect of Mortgaged Properties in the U.S. made by the Loan Parties in favor or for the benefit of the Collateral Agent on behalf of the Lenders substantially in the form of Exhibit H to the Credit Agreement (with such changes as may be customary to account for local law matters)

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or otherwise in form and substance reasonably satisfactory to the Administrative Agent, in each case as the same may be amended, amended and restated, extended, supplemented, substituted or otherwise modified from time to time

**"Mortgaged Properties"** means the parcels of real property identified on Schedule 5.08(b) of the Credit Agreement and any other Material Real Property with respect to which a Mortgage is required pursuant to Section 6.12 of the Credit Agreement.

**"Note"** means a Euro Term Note, a Term B Note or a Revolving Credit Note or the Swing Line Note (each as described in the Credit Agreement)

**"Obligations"** means all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan, Letter of Credit, Secured Cash Management Agreement or Secured Hedge Agreement, in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or arising and including interest and fees that accrue after the commencement by or against any Loan Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, provided that (a) obligations of any Loan Party under any Secured Cash Management Agreement or Secured Hedge Agreement shall be secured and guaranteed pursuant to the Collateral Documents only to the extent that, and for so long as, the other Obligations are so secured and guaranteed and (b) any release of collateral or Guarantors effected in the manner permitted by the Credit Agreement shall not require the consent of holders of obligations under Secured Hedge Agreements or Secured Cash Management Agreements Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents include (a) the obligation to pay principal, interest, Letter of Credit commissions, charges, expenses, fees, indemnities and other amounts payable by any Loan Party under any Loan Document and (b) the obligation of any Loan Party to reimburse any amount in respect of any of the foregoing pursuant to Section 10 04 of the Credit Agreement

**"Person"** means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity

**"Real Property"** means (including as provided in Clause 1 10 (*Real Property*) of the Debenture) any present or future freehold or leasehold or immovable property and any other interest in land or buildings and any rights relating thereto in which the Chargor has an interest with a fair market value in excess of US\$10,000,000.

**"Refinancing Amendment"** means an amendment to the Credit Agreement, in form and substance reasonably satisfactory to the Administrative Agent, among the Borrowers, the Administrative Agent and the Lenders providing Specified Refinancing Debt, effecting the incurrence of such Specified

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Refinancing Debt in accordance with Section 2 20 of the Credit Agreement

**"Related Rights"** means, in relation to any asset

(a) the proceeds of sale or rental of any part of that asset,

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;

(c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, (d) guarantees, indemnities or covenants for title in respect of or derived from that asset, and

(e) any monies and proceeds paid or payable in respect of that asset

**"Secured Cash Management Agreement"** means any Cash Management Agreement that is entered into by and between any Loan Party and any Cash Management Bank, except for any such Cash Management Agreement designated by the Borrower Representative in writing to the Administrative Agent as an "unsecured cash management agreement" as of the Closing Date or, if later, as of the time of entering into such Cash Management Agreement

**"Secured Hedge Agreement"** means any Swap Contract permitted under Article VII of the Credit Agreement that is entered into by and between any Loan Party and any Hedge Bank, except for any such Swap Contract designated by the Borrower Representative in writing to the Administrative Agent as an "unsecured hedge agreement" as of the Closing Date or, if later, as of the time of entering into such Swap Contract

**"Secured Parties"** means, collectively, the Administrative Agent, the Collateral Agent, the Lenders, the Hedge Banks to the extent they are party to one or more Secured Hedge Agreements, the Cash Management Banks to the extent they are party to one or more Secured Cash Management Agreements and each co-agent or subagent appointed by the Administrative Agent or the Collateral Agent from time to time pursuant to Article IX of the Credit Agreement

**"Security Agreement"** means, collectively, the Security Agreement dated 1 February 2013 executed by the Loan Parties party thereto, substantially in the form of Exhibit G to the Credit Agreement, together with each other security agreement and security agreement supplement executed and delivered pursuant to Section 6 12, 6 14 or 6 16 of the Credit Agreement

**"Security Agreement Supplement"** has the meaning specified in the Security Agreement

**"Senior Secured Notes"** means the secured senior notes of the Borrowers due 2021 in an aggregate principal amount of €250,000,000 issued on the Closing Date pursuant to the Senior Secured Notes Indenture

**"Senior Secured Notes Indenture"** means the indenture dated as of February 1, 2013, relating to the Senior Secured Notes, among Wilmington Trust, National Association, as trustee and collateral agent, the Borrowers and

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the Guarantors party thereto, together with all instruments and other agreements in connection therewith, as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof, to the extent not prohibited under the Loan Documents

**"Shares"** means all of the shares in the capital of DuPont Performance Coatings (U K.) Limited or DuPont Powder Coatings UK Limited held by, to the order, or on behalf, of the Chargor at any time

**"Specific Contracts"** means each contract specified in Schedule 4 (*Specific Contracts*) of the Debenture

**"Specified Refinancing Debt"** has the meaning specified in Section 2 20(a) of the Credit Agreement.

**"Specified Refinancing Revolving Loans"** means Specified Refinancing Debt constituting revolving loans.

**"Subsidiary"** of a Person means a corporation, partnership, joint venture, limited liability company or other business entity (a) of which a majority of the shares of securities or other equity interests having ordinary voting power for the election of directors, managers 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 (b) the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person and, in the case of this clause (b), which is treated as a consolidated subsidiary for accounting purposes

**"Subsidiary Guaranty"** means, collectively, the Subsidiary Guaranty made by the subsidiary guarantors therein in favor of the Administrative Agent on behalf of the Secured Parties, substantially in the form of Exhibit F-2 to the Credit Agreement, together with each other guaranty and guaranty supplement delivered pursuant to Section 6 12 or 6 16 of the Credit Agreement

**"Supplemental Agent"** has the meaning specified in Section 9 16(a) of the Credit Agreement

**"Swap Contract"** means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the

**6** Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

International Swaps and Derivatives Association, Inc , any International Foreign Exchange Master Agreement, or any other master agreement, including any obligations or liabilities under any such master agreement

"**Swing Line Loan**" has the meaning specified in Section 2.04(a) of the Credit Agreement

"**Syndication Agent**" means Cit1.

"**Tangible Moveable Property**" means any plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress)

"**U.S Borrower**" means U S Coatings Acquisition Inc , a corporation organized under the laws of Delaware



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

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

**COMPANY NO. 2238419  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 FEBRUARY  
2013 AND CREATED BY DUPONT PERFORMANCE COATINGS  
(U.K.) LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE OF THE LOAN PARTIES 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 11  
FEBRUARY 2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 FEBRUARY  
2013**

*Dx*



**Companies House**



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