

MG01

Particulars of a mortgage or charge

133837/13



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 register
particulars of a charge on a
company. To do this use form MG01s

MONDAY



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16/07/2012

COMPANIES HOUSE

#41

ise

uk

Official use

1

Company details

Company number

0 2 7 1 5 3 9 8

Company name in full

Perstorp UK Limited (the "Company")

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

d2 d8 m0 m6 y2 y0 y1 y2

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

Fixed and Floating Security Document (the "**Security Document**") dated 28 June 2012 between
the Company and Svenska Handelsbanken AB (publ) (the "**Security Agent**", as security agent for
the benefit of the Secured Parties (which expression includes its successors in title, permitted
assigns and permitted transferees))

4

Amount secured

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

Amount secured

The "**Liabilities**", which are defined in the Security Document as
meaning all present and future moneys, debts and liabilities due,
owing or incurred by the Company to any Secured Party under or in
connection with any Finance Document (in each case, whether alone
or jointly, or jointly and severally, with any other person, whether
actually or contingently and whether as principal, surety or otherwise)
excluding any moneys, debts and liabilities which, if included, would
result in the Security Document contravening any laws

Continuation page

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

MG01**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 Please see attached continuation pages

Address Attention Medium and Long Term Finance

106 70 Stockholm, Sweden

Postcode 1 0 6 7 0

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 attached continuation pages

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Particulars of a mortgage or charge

7 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

Nil

8 Delivery of instrument

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

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

9 Signature

Please sign the form here

Signature

Signature

X Lindalpers 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 Joyce Lau

Company name

Linklaters LLP

Address

One Silk Street

Post town London

County/Region London

Postcode

E C 2 Y 8 H Q

Country UK

DX 10 LONDON/CITY

Telephone 020 7456 2000



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

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

Continuation page (1)

PERSTORP UK LIMITED (02715398)

Svenska Handelsbanken AB (publ) as security agent for the benefit of the Secured Parties

Short particulars of all the property mortgaged or charged

Continuation page (2)

PERSTORP UK LIMITED (02715398)

1 FIXED CHARGES

The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (for itself and as trustee for the Secured Parties)

- (a) by way of legal mortgage, all Real Property in England and Wales now belonging to it,
- (b) by way of fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future, and
- (c) by way of fixed charge, all its present and future
 - (i) Book Debts,
 - (ii) Bank Accounts,
 - (iii) Investments,
 - (iv) uncalled capital and goodwill,
 - (v) Intellectual Property,
 - (vi) beneficial interest in any pension fund,
 - (vii) plant and machinery (except that mortgaged or charged by paragraph (a) or (b) above), and
 - (viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits

2 FLOATING CHARGE

2 1 Creation

The Company, with full title guarantee (subject to the First Fixed and Floating Agreement and the Second Fixed and Floating Agreement) and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Secured Parties) by way of floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by the Security described in paragraph 1 above (*Fixed Charges*) or assigned by the assignment described in paragraph 3 below (*Assignment*))

3 ASSIGNMENT

3 1 Creation

The Company, with full title guarantee (subject to the First Fixed and Floating Agreement and the Second Fixed and Floating Agreement), assigned absolutely to the Security Agent (as trustee for the Secured Parties) all its present and future right, title and interest in and to the Assigned Contract, including all moneys payable to the Company, and any claims, awards and judgments

Short particulars of all the property mortgaged or charged

Continuation page (3)

PERSTORP UK LIMITED (02715398)

in favour of receivable or received by the Company, under or in connection with or pursuant to the Assigned Contract

Note (1): In this Form, except to the extent that the context requires otherwise

any reference to "assets" includes present and future properties, revenues and rights of every description,

"Assigned Contract" means the sale and purchase agreement dated 13 October 2007 between Solvay Interlox Limited as the seller, Perstorp UK Limited as the buyer, Solvay SA and Perstorp Holding AB

"Bank Accounts" of the Company means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts

"Book Debts" of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Finance Documents" means the Senior Finance Documents (as defined in the Senior Facility Agreement) and/or the Mezzanine Finance Documents (as defined in the Senior Facility Agreement), as the case may be

"Finance Party" means the Agent, the Facility C Agent, an Ancillary Lender, the Arranger, the Bookrunner, the Issuing Bank, a Lender or the Security Agent as defined in the Senior Facility Agreement and the Agent, the Arranger, the Bookrunner, the Issuing Bank, a Lender or the Security Agent as defined in the the Mezzanine Facility Agreement

"First Fixed and Floating Agreement" means the fixed and floating security agreement between the Company and the Security Agent dated 24 January 2008

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"Insurances" of the Company means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest

"Intellectual Property" of the Company means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and

Short particulars of all the property mortgaged or charged

Continuation page (4)

PERSTORP UK LIMITED (02715398)

including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

"Intercreditor Agreement" means the intercreditor agreement dated 22 December 2005 (as amended and restated from time to time) entered into between, *inter alios*, the Security Agent, Deutsche Bank AG, London Branch as mezzanine agent, Perstorp Holding AB (formerly known as Guldskålen D 536 AB) and Financière Forêt S à r l

"Investments" of the Company means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

"Lender" means a Facility A1 Lender, Facility A2 Lender, Facility A4 Lender, Facility A5 Lender, Facility A6 Lender, Facility B1 Lender, Facility B2 Lender, Facility C1 Lender, Facility C2 Lender, an LC Facility 2 Lender or a Revolving Facility Lender, each as defined in the Senior Facility Agreement, or a Facility A Lender or a Facility B Lender, each as defined in the Mezzanine Facility Agreement

"Mezzanine Facility Agreement" means the facility agreement dated 22 December 2005 (as amended and restated from time to time) between Perstorp Holding AB (formerly known as Guldskålen D 536 AB), Goldman Sachs International, Deutsche Bank AG, London Branch, and HSH Nordbank AG, Copenhagen Branch as arrangers, the lenders named in that agreement, Deutsche Bank AG, London Branch as agent and Svenska Handelsbanken AB (publ) as Security Agent

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"Second Fixed and Floating Agreement" means the fixed and floating security agreement between the Company and the Security Agent dated 28 August 2008

Short particulars of all the property mortgaged or charged

Continuation page (5)

PERSTORP UK LIMITED (02715398)

"Secured Party" means a Finance Party, a Mezzanine Finance Party or a Hedging Bank as defined in the Senior Facility Agreement

"Security" means

- (a) a mortgage, charge, standard security, assignation in security, pledge, lien, assignment, hypothecation or security interest or other encumbrance having a similar effect and securing any obligation of any person,
- (b) any agreement or arrangement (including the establishment of any rights of set-off) entered into for the purpose of conferring security or placing the beneficiary of such agreement or arrangement in a preferred position in an insolvency vis-à-vis other unsecured creditors, or
- (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having the effect of creating security

"Senior Facility Agreement" means the facility agreement dated 22 December 2005 (as amended and restated from time to time) between Goldman Sachs International, Deutsche Bank AG, London Branch, Handelsbanken Capital Markets and Svenska Handelsbanken AB (publ) as joint mandated lead arranger, the lenders named in that Agreement, Goldman Sachs International and Deutsche Bank AG, London Branch as joint bookrunners and Svenska Handelsbanken AG (publ) as agent and Security Agent

any reference to the **"Security Agent"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees

Short particulars of all the property mortgaged or charged

Continuation page (6)

PERSTORP UK LIMITED (02715398)

Note (2): The Security Document provides that

- 1 **Security:** The Company shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 25 15 (*Negative pledge*) of the Senior Facility Agreement or clause 24 15 (*Negative pledge*) of the Mezzanine Facility Agreement, except as permitted by those clauses. For the avoidance of doubt, the Security Document shall not operate so as to prevent or require additional consents or authorisations in relation to transactions permitted and/or not prohibited under the Senior Facility Agreement and Mezzanine Facility Agreement.
- 2 **Disposal** The Company shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by clause 25 10 (*Disposals*) of the Senior Facility Agreement and clause 24 10 (*Disposals*) of the Mezzanine Facility Agreement or as otherwise permitted by the Finance Documents. For the avoidance of doubt, the Security Document shall not operate so as to prevent or require additional consents or authorisations in relation to transactions permitted and/or not prohibited under the Senior Facility Agreement and Mezzanine Facility Agreement.
- 3 **Conversion by notice** The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice in writing to the Company specifying the relevant Charged Assets (either generally or specifically)
 - 3 1 if the Company fails to comply or takes any action which in the reasonable opinion of the Security Agent is likely to result in it failing to comply with its obligation described in paragraph 1 (*Security*) of this Note (2), or
 - 3 2 if it (acting reasonably) considers such action is required in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges by reason of any creditor taking any informal step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets
- 4 **Automatic conversion** While an Enforcement Event has occurred and is continuing the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

For the purposes of this Note (2)

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

Short particulars of all the property mortgaged or charged

Continuation page (7)

PERSTORP UK LIMITED (02715398)

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Agreement

"Enforcement Event" means

- (a) the occurrence of an Event of Default which has resulted in
 - (i) a notice being served by the Agent (as defined in the Senior Facility Agreement) under and in accordance with paragraph (a)(ii) of clause 26 19 (*Acceleration*) of the Senior Facility Agreement, or
 - (ii) a notice being served by the Agent (as defined in the Senior Facility Agreement) under and in accordance with paragraph (a)(ii) of clause 25 19 (*Acceleration*) of the Mezzanine Facility Agreement, or
- (b) in respect of a US Obligor (as defined in the Senior Facility Agreement or the Mezzanine Facility Agreement (as the context requires)), any automatic acceleration under clause 26 20 (*Automatic acceleration*) of the Senior Facility Agreement or clause 25 20 (*Automatic acceleration*) of the Mezzanine Facility Agreement in relation to that Obligor (as defined in the Senior Facility Agreement),

in accordance with clause 16 (*Enforcement of Security*) of the Intercreditor Agreement

"Event of Default" has the meaning given to it in Clause 26 (*Event of Default*) of the Senior Facility Agreement and Clause 25 (*Event of Default*) of the Mezzanine Facility Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2715398
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 28 JUNE 2012 AND CREATED BY
PERSTORP UK LTD. FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO ANY SECURED PARTY
ON ANY ACCOUNT WHATSOEVER 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 16 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 JULY 2012

hc



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES