

MG01

Particulars of a mortgage or charge



109099/13
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

You cannot use this form
particulars of a charge for
company. To do this, please
form MG01s

MONDAY



LD4 11/02/2013 #4
COMPANIES HOUSE

1

Company details

Company number 01074133
Company name in full DuPont Powder Coatings UK Limited
(the "Chargor")

2

For official use

→ **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 01/02/2013

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
Wilmington Trust, National Association as notes collateral agent for the
Noteholder Secured Parties (the "Notes Collateral Agent") (the
"Debenture")

4

Amount secured

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

Amount secured Any principal, interest (including any interest
accruing subsequent to the filing of a petition in
bankruptcy, reorganization or similar proceeding at
the rate provided for in the documentation with
respect thereto, whether or not such interest is an
allowed claim under applicable state, federal or
foreign law), premium, penalties, fees,
indemnifications, reimbursements (including,
without limitation, reimbursement obligations with
respect to letters of credit and bankers'
acceptances), damages and other liabilities payable
under the Secured Notes Indenture (the "Secured
Obligations").

Continuation page

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

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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	Wilmington Trust, National Association		
Address	246 Goose Lane, Suite 105		
	Guilford		
Postcode	C T 0 6 4 3 7		
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)

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7	Particulars as to commission, allowance or discount (if any)	
Commission, allowance or discount	<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">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>None</p>	
8	Delivery of instrument	
	<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>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Clifford Chance LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 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	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>(Contd.)</p> <p>1 5 Fixed charge over Monetary Claims</p> <p>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 Clause 4.5 of the Debenture).</p> <p>1 6 Fixed charge over Investments</p> <p>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).</p> <p>1 7 Fixed charge over Shares</p> <p>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)</p> <p>1 8 Fixed charge over Intellectual Property</p> <p>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</p> <p>1 9 Fixed charge over goodwill</p> <p>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</p> <p>1.10 Assignment of Specific Contracts</p> <p>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</p> <p>2. Floating Charge</p> <p>(a) The Chargor has charged by way of first floating charge in favour of the Notes Collateral Agent all its present and future assets and undertaking.</p> <p>(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 Security validly and effectively created by the Chargor under the Loan</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

Documents (as described in the Credit Agreement) in favour of the Notes 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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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><u>Definitions Schedule</u></p> <p>"Account" means each of the accounts opened or maintained by the Chargor with the Notes 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</p> <p>"Additional Notes" means one or more series of Notes for original issue after the Issue Date (such Notes to be substantially in the form of Exhibit A to the Secured Notes Indenture) in an unlimited amount, in each case upon written order of each of the Issuers signed by an officer of each of the Issuers certifying that such issuance is in compliance with Section 3.3 of the Secured Notes Indenture</p> <p>"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 Flash Dutch 2 B.V. and U.S. Coatings Acquisition Inc. as borrowers, Holdings, Coatings Co. U.S. Inc., Barclays Bank PLC, as administrative agent and collateral agent, and the other parties thereto</p> <p>"Dutch Co-Issuer" means Flash Dutch 2 B.V., a private company with limited liability incorporated under the laws of the Netherlands with corporate seat in Amsterdam, the Netherlands.</p> <p>"Fixed Security" means any mortgage, fixed charge or assignment expressed to be constituted by or pursuant to Clause 4 (<i>Fixed Security</i>) of the Debenture</p> <p>"Guarantors" means collectively, (i) Parent, (ii) each Restricted Subsidiary of Dutch Co-Issuer that executed the Secured Notes Indenture as a subsidiary guarantor on the Issue Date and (iii) each other Restricted Subsidiary of Dutch Co-Issuer that incurs a guarantee of the Notes, provided that upon the release or discharge of such Person from its guarantee in accordance with the Secured Notes Indenture, such Person shall automatically cease to be a Guarantor</p> <p>"Holdings" means Flash Dutch 1 B.V., a private limited liability company (<i>besloten vennootschap met beperkte aansprakelijkheid</i>) 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.</p> <p>"Initial Notes" means the €250,000,000 in aggregate principal amount of 5.750% senior secured notes due 2021 of the Issuers issued under the Secured Notes Indenture on the Issue Date</p> <p>"Insurance Policy" means any policy of insurance in which the Chargor may from time to time have an interest (as amended or supplemented)</p> <p>"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 assets in which the Chargor may from time to time have an interest</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	<p>"Investments" means any·</p> <p>(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),</p> <p>(b) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests;</p> <p>(c) warrants and other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (a) or (b) above;</p> <p>(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</p> <p>(e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,</p> <p>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 Investments from time to time)</p> <p>"Issue Date" means February 1, 2013</p> <p>"Issuers" means U S Co-Issuer and Dutch Co-Issuer.</p> <p>"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)</p> <p>"Noteholder Secured Parties" means, collectively, the Notes Collateral Agent, the Trustee, each holder of secured notes and each other holder of, or obligee in respect of, any Obligations in respect of the secured notes outstanding at such time.</p> <p>"Notes" means the Initial Notes and any Additional Notes, treated as a single class of securities except as otherwise provided in Section 2.2 and Section 9.2(a) of the Secured Notes Indenture.</p> <p>"Obligations" means any principal, interest (including any interest accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>allowed claim under applicable state, federal or foreign law), premium, penalties, fees, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and bankers' acceptances), damages and other liabilities payable under the documentation governing any indebtedness</p> <p>"Parent" means Flash Dutch 1 B V , a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) organized under the laws of the Netherlands with corporate seat in Amsterdam, the Netherlands, and its successors</p> <p>"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity</p> <p>"Real Property" means (including as provided in Clause 1.10 (<i>Real Property</i>) 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</p> <p>"Related Rights" means, in relation to any asset</p> <p>(a) the proceeds of sale or rental of any part of that asset;</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;</p> <p>(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</p> <p>(e) any monies and proceeds paid or payable in respect of that asset</p> <p>"Restricted Subsidiary" means any subsidiary of a Person other than an Unrestricted Subsidiary of such Person</p> <p>"Secured Notes Indenture" means that certain indenture, dated as of February 1, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time), by and among the U.S Co-Issuer, the Dutch Co-Issuer, the Guarantors from time to time party thereto, including the Chargor, and the Notes Collateral Agent.</p> <p>"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</p> <p>"Specific Contracts" means each contract specified in Schedule 4 (<i>Specific Contracts</i>) of the Debenture</p> <p>"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)</p> <p>"Trustee" means Wilmington Trust, National Association in its capacity as</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

trustee under the Secured Notes Indenture.

"Unrestricted Subsidiary" means (1) any subsidiary of Dutch Co-Issuer that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors of Dutch Co-Issuer pursuant to Section 3.14 of the Secured Notes Indenture, and (2) any subsidiary of an Unrestricted Subsidiary

"U S Co-Issuer" means U S Coatings Acquisition Inc , a Delaware corporation.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1074133
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 FEBRUARY
2013 AND CREATED BY DUPONT POWDER COATINGS UK
LIMITED FOR SECURING ALL SUMS DUE OR TO BECOME DUE
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 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