

# MR04

## Statement of satisfaction in full or in part of a charge



Companies House

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☒ **What this form is for**  
You may use this form to register  
a statement of satisfaction in full  
or in part of a mortgage or charge  
against a company

☐ **What this form is for**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage or  
charge against a company  
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COMPANIES HOUSE



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05/07/2013

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For more information, please  
visit the Companies House website at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

### 1 Company details

Company number 03729805

Company name in full Armacell UK Limited

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation<sup>1</sup>

When was the charge created?

→ Before 06/04/2013 Complete **Part A and Part C**

→ On or after 06/04/2013 Complete **Part B and Part C**

#### <sup>1</sup> **Property acquired**

If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge \*

Charge creation date 09/06/2011

#### <sup>2</sup> **Property acquired**

If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired

### A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

Instrument description A debenture dated 9 June 2011 between Armacell United Kingdom  
Holding Limited, Armacell UK Limited (the "Company") and BNP  
Paribas SA (the "Security Agent") (the "Debenture")

#### **Continuation page**

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

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**A3**

**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

Please see Schedules 1 and 2 in the attached continuation sheets

**Continuation page**

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

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**Part B Charges created on or after 06/04/2013****B1 Charge code**

Please give the charge code This can be found on the certificate

Charge code ①

				-					-				
--	--	--	--	---	--	--	--	--	---	--	--	--	--

**① Charge code**

This is the unique reference code allocated by the registrar

**Part C To be completed for all charges****C1 Satisfaction**

I confirm that the debt for the charge as described has been paid or satisfied

Please tick the appropriate box

- ☒ In full
- ☐ In part

**C2 Details of the person delivering this statement and their interest in the charge**

Please give the name of the person delivering this statement

Forename(s)

White &amp; Case LLP

Surname

Please give the address of the person delivering this statement

Building name/number

White &amp; Case LLP

Street

5 Old Broad Street

Post town

London

County/Region

United Kingdom

Postcode

E C 2 N 1 D W

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Solicitors acting for the Security Agent

**C3 Signature**

Please sign the form here

Signature

Signature

X White &amp; Case LLP X

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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. The contact information you give will be visible to searchers of the public record.

Contact name  
Gregory Baker

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  
+44 (0)20 7532 1961



### 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

#### Part A Charges created before 06/04/2013

- ☒ You have given the charge date  
☒ You have completed the Description of instrument and Short particulars in Sections A2 and A3

#### Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

#### Part C To be completed for all charges

- ☒ You have ticked the appropriate box in Section C1  
☒ You have given the details of the person delivering this statement in Section C2  
☒ You have signed the form



### Important information

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



### 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)

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## Statement of satisfaction in full or in part of a charge

A3	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>Schedule 1</p> <p><b>1 FIXED CHARGES</b></p> <p>The Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent (to hold the same on trust for the Secured Creditors on the terms set out in the Intercreditor Deed) subject to obtaining any necessary consents to such legal mortgage or fixed charge from any third party</p> <p>(a) by way of first legal mortgage, all of the Real Property (if any) specified in Part 1 of Schedule 1 (Real Property) of the Debenture,</p> <p>(b) by way of first fixed charge all of the Company's present and future right, title and interest in and to and the benefit of (but in the case of paragraphs (v) and (vi) below only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 4 (Assignments) of the Debenture)</p> <p>(i) to the extent not effectively charged pursuant to paragraph (a) above, all estates or interests in any Real Property (whether such interests are freehold or leasehold) vested in, or acquired by, it now or after the date of the Debenture subject, in the case of any leasehold property to any necessary third party consent to such first fixed charge being obtained,</p> <p>(ii) to the extent not effectively charged pursuant to paragraph (a) or (i) above, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock-in-trade or work in progress) owned by the Company or (to the extent of such interest) in which the Company has an interest and the benefit of all contracts and warranties relating to the same,</p> <p>(iii) all Charged Accounts,</p> <p>(iv) all Investments and all Related Rights,</p> <p>(v) the Insurances and all Related Rights,</p> <p>(vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (b)) the Maternal Contracts and all Related Rights,</p> <p>(vii) any pension fund (to the extent permitted as a matter of law),</p> <p>(viii) all authorisations (statutory or otherwise) held in connection with the business of the Company or the use of any asset of the Company and the right to recover and receive all compensation which may at any time become payable to it in respect of the same,</p> <p>(ix) all goodwill and uncalled capital of the Company, and</p> <p>(x) all of the Intellectual Property (if any) specified in Part 2 of Schedule 1 (Intellectual Property Rights) of the Debenture and all other Intellectual Property of the Company</p> <p><b>2 ASSIGNMENTS</b></p> <p>Subject to Clause 4 2 (Non-Assignable Rights) of the Debenture, the Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigns absolutely to the Security Agent (to hold the same on trust for the Secured Creditors on the terms set out in the Intercreditor Deed) all its present and future right, title and interest in and to and the benefit of</p>	

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## Statement of satisfaction in full or in part of a charge

**A3**

### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

(a) the Insurances and all Related Rights,  
(b) (subject to Clause 9 4 (Accounts after Security becomes Enforceable) of the Debenture) all Assigned Accounts,  
(c) all the Material Contracts and all Related Rights, and  
(d) to the extent not charged under the provisions of paragraph (b) (x) of Clause 1 (Fixed Charges) of the Debenture, all Intellectual Property Rights

#### 3 FLOATING CHARGE

The Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent to hold the same on trust for the Secured Creditors on the terms set out in the Intercreditor Deed by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not effectively charged pursuant to Clause 3 (Fixed Charges) of the Debenture or effectively assigned pursuant to Clause 4 (Assignments) of the Debenture

#### Schedule 2

Unless otherwise defined in this Form MR04, capitalised terms in this Form MR04 shall have the following meanings

"Account" means any account now or in the future opened or maintained by the Company with a bank or other financial institution (and any replacement account or subdivision or subaccount of that account), all amounts from time to time standing to the credit of, or accrued or accruing on, such account and all Related Rights

"Assigned Account" means any Account designated in writing as an Assigned Account by the Security Agent pursuant to Clause 9 4 (Accounts after Security becomes Enforceable) of the Debenture

"Charged Accounts" means

- (a) each Collateral Account,
- (b) each Account maintained by the Company with the Security Agent identified in Part 5 of Schedule 1 (Details of Certain Assets) of the Debenture, and
- (c) any other Account maintained by the Company with the Security Agent identified in Part 5 of Schedule 1 (Details of Certain Assets) of the Debenture, and
- (c) any other Account maintained by the Company with the Security Agent designated in writing as a Charged Account by the Security Agent

"Collateral Account" means any Account that may from time to time be opened by the Company with the Security Agent pursuant to paragraph (a)(iii) of Clause 9 1 (Accounts General) of the Debenture

"Insurances" means all contracts and policies of insurance of

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	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>whatever nature which are, from time to time, taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest</p> <p>"Intellectual Property" means patents and patent applications, trade and service marks and applications, brand and trade names, copyrights and rights in the nature of copyright, design rights, registered designs and applications for registered designs, trade secrets, know how and all other intellectual property rights throughout the world and all rights under any agreements relating to the use or exploitation of any such rights</p> <p>"Intellectual Property Rights" has the meaning given to it in the Senior Facilities Agreement</p> <p>"Intercreditor Deed" means the intercreditor deed dated 24 January 2007, entered into between, among others, Foam Investments II S Á R L and certain Debtors, certain First Priority Creditors, certain Hedge Counterparties, certain Second Priority Creditors, certain Mezzanine Creditors, certain Intra-Group Creditors, certain Investor Creditors and BNP PARIBAS S A as Security Agent (all as defined in the Intercreditor Agreement) (as amended, restated, supplemented and/or waived from time to time)</p> <p>"Investments" means</p> <p>(a) the Shares and any other shares, stocks, debentures, bonds, notes, commercial paper, certificates of deposit, interests in collective investment schemes and other securities and investments of any kind whatsoever, and</p> <p>(b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire any securities and investments, in each case whether held directly by or to the order of the Company or by any custodian, nominee, fiduciary, clearance system or other similar person on its behalf (and all rights against any such person)</p> <p>"Material Contracts" means the contracts detailed in Part 4 of Schedule 1 (Material Contracts) of the Debenture and any other contract from time to time designated in writing as a Material Contract by the Security Agent</p> <p>"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 24 January 2007, as amended on 9 March 2007, 30 March 2007, 16 April 2007 and as further amended and restated on 21 September 2011, and made between, among others, Foam Investments II S a r l as parent, Insulation Holding GmbH as borrower, BNP Paribas S A Niederlassung Frankfurt am Main and CIBC World Markets Plc as Mandated Lead Arrangers, BNP Paribas S A as Facility Agent and Security Agent</p> <p>"Real Property" means any freehold property located in England and Wales with an open market value in excess of £100,000 or leasehold property in England and Wales with an open market value</p>	

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A3	Short particulars of the property or undertaking charged
Short particulars	<p data-bbox="339 394 1050 423">Please give the short particulars of the property or undertaking charged</p> <p data-bbox="339 461 1126 577">in excess of £100,000 and a term of 15 years or more and all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings, erections and Fixtures from time to time situated on or forming part of such freehold or leasehold property</p> <p data-bbox="339 607 1102 723">"Receiver" means a receiver and manager or any other receiver (whether appointed pursuant to the Debenture or any statute, by a court or otherwise) of all or any of the Secured Assets and shall, where permitted by law, include an administrative receiver</p> <p data-bbox="339 752 1126 1003"> "Related Rights" means, in relation to any asset  (a) the proceeds of sale of all or 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, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and  (d) any monies, proceeds or income paid or payable in respect of that asset </p> <p data-bbox="339 1032 1114 1115">"Secured Creditors" has the meaning given to that term in the Intercreditor Deed, together with any Receiver appointed under the Debenture</p> <p data-bbox="339 1144 1102 1317">"Secured Obligations" means all present and future Liabilities of each Obligor to the Secured Creditors (or any of them) under or in relation to any one or more of the Finance Documents (including, without limitation, all Liabilities arising out of any extension, variation, modification, restatement or novation of such Finance Documents whatsoever)</p> <p data-bbox="339 1346 1126 1406">"Secured Real Property" means all of the Real Property from time to time subject to the Security</p> <p data-bbox="339 1435 1126 1720">"Senior Facilities Agreement" means the senior facilities agreement dated 24 January 2007, as amended on 9 March 2007, 30 March 2007, 16 April 2007 and as further amended and restated on 21 September 2011, and made between, among others, the Original Borrowers (as defined in the Senior Facilities Agreement), Foam Investments II S A R L as Parent, BNP Paribas S A Niederlassung Frankfurt am Main and CIBC World Markets Plc as Original Lenders BNP Paribas S A Niederlassung Frankfurt am Main and CIBCWorld Markets Plc as Mandated Lead Arrangers, and BNP Paribas S A as Facility Agent</p> <p data-bbox="339 1749 1126 1899">"Shares" means the shares identified in Part 3 of Schedule 1 (Shares) of the Debenture (if any) and all other shares in the capital of any of the Company's Subsidiaries organised under the laws of England and Wales legally or beneficially owned by the Company and/or any nominee on its behalf (excluding dormant Subsidiaries)</p> <p data-bbox="339 1921 1082 1977">Any other term which is capitalised in this Form MR04 but is not defined has the same meaning as given to it in the Debenture</p>