02034615 2

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge

IRIS Laserform

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

✗ **What**
You r
regist
instru

nation, please
ence at
ouse.gov.uk

TUESDAY
WE

L2ENLPII
LD2 13/08/2013 #102
COMPANIES HOUSE

L2E8LSBE
LD2 07/08/2013 #4

This form **must be delivered to the Registrar**
21 days beginning with the day after the date o
delivered outside of the 21 days it will be rejecte
court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form This will be scanned and placed on the public record

1 **Company details**

For official use 0005

Company number	0 3 7 2 9 8 0 5
Company name in full	Armacell UK Limited (as Chargor) ✓

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

All fields are mandatory unless specified or indicated by *

2 **Charge creation date**

Charge creation date	d0 d1 m0 m8 y2 y0 y1 y3 ✓

3 **Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name ✓	Credit Suisse AG, Cayman Islands Branch (as Second Lien Collateral Agent)
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01
Particulars of a charge

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

Land - none at the date of the appended Charge

Ship - none at the date of the appended Charge

Aircraft - none at the date of the appended Charge

Intellectual property - none at the date of the appended Charge

5 Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

[✓] **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

[✓] **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

[✓] **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

[✓] **Yes**

☐ **No**

MR01
Particulars of a charge

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X Latham & Watkins X

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

MR01
Particulars of a charge

Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name Gracie Garnham

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country United Kingdom

DX C/M 030786-0555

Telephone 020 7710 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 a certified copy of the instrument with this form
- ☑ You have entered the date on which the charge was created
- ☑ You have shown the names of persons entitled to the charge
- ☑ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☑ You have given a description in Section 4, if appropriate
- ☑ You have signed the form
- ☑ You have enclosed the correct fee
- ☑ Please do not send the original instrument, it must be a certified copy

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 filed on paper

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3729805

Charge code: 0372 9805 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2013 and created by ARMACELL UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th August 2013.

Given at Companies House, Cardiff on 15th August 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

THIS SECURITY ACCESSION DEED is made on ~~July~~ 1 August 2013

BETWEEN

(1) Armacell Insulation UK Holding Limited, a company incorporated in England and Wales with registered number 07949375, and Armacell UK Limited, a company incorporated in England and Wales with registered number 03729805 (each a "**New Chargor**"), and

(2) Credit Suisse AG, Cayman Islands Branch as security trustee for itself and the other Secured Parties (the "**Second Lien Collateral Agent**")

RECITAL:

This deed is supplemental to a debenture dated 2 July 2013 between, amongst others, the Bidco, the Chargors named therein and the Second Lien Collateral Agent (the "**Debenture**")

NOW THIS DEED WITNESSES as follows

1 INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.6 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2 ACCESSION OF NEW CHARGORS

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor

2.2 Covenant to pay

Subject to any limits on its liability specifically recorded in the Loan Documents, each New Chargor as primary obligor covenants with the Second Lien Collateral Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

2.3 Fixed Security

Each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Second Lien Collateral Agent (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest.

(a) by way of first legal mortgage, all Material Property now belonging to or vested in it together with all buildings and fixtures on that Material Property; and

(b) by way of first fixed charge:

Certified as a true copy of the original
by Latham & Watkins (London) LLP

Name GEOFF EARL

Solicitor, Latham & Watkins (London) LLP

Date 12/8/13

(i) all other interests (not effectively charged under Clause 2 3(a) above) in any freehold or leasehold property together with all buildings and fixtures on such property and the benefit of all other agreements relating to land,

(ii) all of its Shares and Investments and all corresponding Related Rights,

(iii) all of right, title and interest in its Material Intellectual Property,

(iv) all of right, title and interest in its Equipment,

(v) all of its Other Debts and all rights against third parties in respect of those Other Debts,

(vi) all monies standing to the credit of the Blocked Accounts and all of its rights, title and interest in relation to those accounts,

(vii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,

(vii) its goodwill and uncalled capital, and

(viii) if not effectively assigned by Clause 2 5 (*Security Assignment*), all its rights and interests in (and claims under) the Assigned Agreements

2.4 Floating charge

As further continuing security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Second Lien Collateral Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights not effectively charged by way of fixed charge under Clause 2 3 (Fixed Security) or assigned under Clause 2 5 (*Security Assignment*)

2.5 Security Assignment

As further continuing security for the payment of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee to the Second Lien Collateral Agent (for the benefit of itself and the other Secured Parties) all its rights, title and interest in the Assigned Agreements, provided that on payment and discharge in full of the Secured Obligations the Second Lien Collateral Agent will at the request and cost of each New Chargor re-assign the Assigned Agreements to each New Chargor (or as each New Chargor shall direct) as soon as reasonably practicable Subject to the Loan Documents and Clause 7 5 (*Assigned Agreements*) of the Debenture, until the occurrence of a Declared Default each New Chargor may continue to deal with the counterparties to the Assigned Agreements

3 CONSENT OF EXISTING CHARGORS

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture

4 NEGATIVE PLEDGE

Clause 5 (*Negative Pledge*) of the Debenture shall be deemed to be incorporated into this deed in full *mutatis mutandis*

5 CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "**this deed**" or "**this Debenture**" will be deemed to include this deed The provisions of Clause 3 4 (*Conversion of Floating Charge*) to Clause 24 4 (*Failure to Execute*) (inclusive) of the Debenture shall, to the extent applicable to each New Chargor be deemed to be incorporated into this deed in full mutatis mutandis

6 NOTICES

Each New Chargor confirms that its address details for notices in relation to Clause 22 (*Notices*) of the Debenture are as follows

Armacell Insulation UK Holding Limited
C/o
Ultima Intermediate S à r l
Robert-Bosch-Strasse 10
D-48153 Münster
Germany
Attn Mr Denis Van Roey
Tel +49 (0) 251 7603 294
Fax +49 (0) 251 7603 590
Email denis vav roey@armacell com

Armacell UK Limited
C/o
Ultima Intermediate S à r l
Robert-Bosch-Strasse 10
D-48153 Münster
Germany
Attn Mr Denis Van Roey
Tel +49 (0) 251 7603 294
Fax +49 (0) 251 7603 590
Email denis vav roey@armacell com

7 GOVERNING LAW

This deed and any dispute, proceedings or claims of whatever nature arising out of or in connection with it shall be governed by and construed in accordance with English law and the parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it or a dispute regarding the existence, validity or termination of this deed)

IN WITNESS whereof this deed has been duly executed on the date first above written

SCHEDULES TO DEED OF ACCESSION

SCHEDULE 1

MATERIAL PROPERTIES

N/A

SCHEDULE 2

SHARES AND INVESTMENTS

Name and registered number of New Chargor which holds the shares	Name and registered number of company issuing shares	Number and class of shares
Armacell Insulation UK Holding Limited (07949375)	Armacell UK Limited (03729805)	4,500,002 ordinary shares of £1 00 each

SCHEDULE 4

BANK ACCOUNTS

Name and registered number of New Chargor	Bank	Currency	Sort Code	Account Number	IBAN No.	Swift id
Armacell UK Limited (03729805)	Commerzbank AG, London	GBP	40-62-01	30210370	GB48 COBA 4062 0130 2103 70	COBAGB2X
Armacell UK Limited (03729805)	Commerzbank AG, London	EUR	40-62-01	1603021037EUR	GB48 COBA 4062 0130 2103 70	COBADEFF
Armacell UK Limited (03729805)	Commerzbank AG, London	USD	40-62-01	1603021037USD	GB48 COBA 4062 0130 2103 70	COBAUS3X
Armacell Insulation UK Holding Limited (07949375)	Commerzbank AG, London	GBP	40-62-01	30400860	GB48 COBA 4062 0130 4008 60	COBAGB2X

SIGNATORIES TO SECURITY ACCESSION DEED

THE NEW CHARGORS

EXECUTED as a **DEED** by

ARMACELL INSULATION HOLDING LIMITED acting by

_____ as Director

Witness _____

Name M E HALES

Address c/o ARMACELL UK LTD, MARS ST, OLDHAM OL9 6LY

Occupation ACCOUNTANT

EXECUTED as a **DEED** by

ARMACELL UK LIMITED acting by

_____ as Director

Witness _____

Name M E HALES

Address c/o ARMACELL UK LTD, MARS ST, OLDHAM OL9 6LY

Occupation ACCOUNTANT

THE SECOND LIEN COLLATERAL AGENT

EXECUTED by

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH acting by

Robert Hetu as Authorised Signatory

Alex Verdone as Authorised Signatory

Address:	Eleven Madison Avenue, 23rd Floor, New York, NY 10010
Attn	Loan Operations – Boutique Management
Primary Contact	Nirmala Durgana
Telephone No	+ 1 (212) 538-3525
Email	Ops-collateral@credit-suisse com