

228991 13
MG01

Particulars of a mortgage or charge



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
particulars of a charge for a
company. To do this, please
form MG01s

THURSDAY



L6Q3IV1Y

LD2

16/06/2011

28

COMPANIES HOUSE

1

Company details

Company number

3 7 2 9 8 0 5

Company name in full

Armacell UK Limited

3

For official use

→ 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

d0 d9 m0 m6 y2 y0 y1 y1

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

Debenture dated 09 June 2011 between Armacell United Kingdom Holding
Limited ("Armacell Holding"), Armacell UK Limited ("Armacell") and BNP
Paribas SA (the "Security Agent")

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Amount secured

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

Amount secured

"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).

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 BNP Paribas SA

Address 21 Place du Marche Saint Honore

Paris Cedex, France

Postcode 7 5 0 3 1

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 Schedule 1.

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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

None

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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).

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Signature

Please sign the form here

Signature

Signature

X White & Case LLP X

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

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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 Greg 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 02 07532 1961



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:

- ☒ [X] The company name and number match the information held on the public Register
- ☒ [X] You have included the original deed with this form
- ☒ [X] You have entered the date the charge was created
- ☒ [X] You have supplied the description of the instrument
- ☒ [X] You have given details of the amount secured by the mortgagee or chargee
- ☒ [X] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [X] You have entered the short particulars of all the property mortgaged or charged
- ☒ [X] You have signed the form
- ☒ [X] 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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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><u>Schedule 1</u></p> <p><u>Short particulars of all property mortgaged or charged</u></p> <p>1. FIXED CHARGES</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 (<i>Real Property</i>) of the Debenture,</p> <p>(b) by way of first fixed charge all 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 2 (<i>Assignments</i>) below or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice of Assignment)</p> <p>(1) 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>(11) to the extent not effectively charged pursuant to paragraph (a) or (1) 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>(111) all Charged Accounts;</p> <p>(1v) all Investments and all Related Rights,</p> <p>(v) the Insurances and all Related Rights,</p>	

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Short particulars	<p>(vi) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (b)) the Material 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 (<i>Intellectual Property Rights</i>) of the Debenture and all other Intellectual Property of the Company</p> <p>2 ASSIGNMENTS</p> <p>2 1 Assignments</p> <p>Subject to Clause 2.2 (<i>Non-Assignable Rights</i>) below, 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> <p>(a) the Insurances and all Related Rights,</p> <p>(b) (subject to Clause 9 4 of the Debenture) all Assigned Accounts;</p> <p>(c) all the Material Contracts and all Related Rights, and</p> <p>(d) to the extent not charged under the provisions of paragraph (b)(x) of Clause 1 (<i>Fixed Charges</i>) above, all Intellectual Property Rights.</p>	

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Short particulars	<p>2.2 Non-Assignable Rights</p> <p>The Company declares that to the extent that any right, title, interest or benefit in or in respect of any asset described in Clause 2.1 (<i>Assignments</i>) above cannot be or is not effectively assigned pursuant to Clause 2.1 above for whatever reason, the Company shall:</p> <ul style="list-style-type: none"> (e) promptly notify the Security Agent of the same and the reasons therefor, (f) hold the benefit of the same on trust for the Security Agent as security for the payment and discharge of the Secured Obligations; and (g) take such steps as the Security Agent may require to remove such impediment to an assignment. <p>2.3 Rights prior to Assignment</p> <p>Until the occurrence of an Event of Default, the Company shall be entitled to exercise all its rights in relation to the Insurances and Material Contracts and may continue to deal with the counterparties thereto</p> <p>3 FLOATING CHARGE</p> <p>3.1 Creation of Floating Charge</p> <ul style="list-style-type: none"> (a) 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 1 (<i>Fixed Charges</i>) above or effectively assigned pursuant to Clause 2 (<i>Assignments</i>) above (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3 <p>3.2 Conversion of Floating Charge</p> <ul style="list-style-type: none"> (a) The Security Agent may, by notice to the Company, convert the floating charge created under the Debenture with immediate effect into a fixed charge if: <ul style="list-style-type: none"> (1) the Security becomes enforceable in accordance with Clause 16 (<i>Enforcement of Security</i>) of the Debenture; 	

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Short particulars	<p>(11) the Security Agent in good faith considers any of the Secured Assets to be in danger of being seized or sold under or pursuant to any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy; or</p> <p>(111) the Security Agent considers such conversion to be necessary or desirable to protect the priority of the Security,</p> <p>and such fixed charge shall apply to all assets the subject of the floating charge unless and to the extent that such notice otherwise specifies.</p> <p>(b) The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge (without notice) as regards all the assets subject to the floating charge at such time:</p> <p>(1) upon the convening of a meeting of the members of the Company to consider a resolution to wind up the Company,</p> <p>(11) upon the presentation of a petition to wind up the Company or the presentation or making of an application for a warrant of execution, a writ of <i>fieri facias</i> or a third party debt order or charging order in respect of any of the Secured Assets the subject of the floating charge under the Debenture;</p> <p>(111) upon the issue and notice of distraint by HM Revenue and Customs or other competent authority, or upon any steps being taken to distrain for rent against any property of the Company; or</p> <p>(1v) if the Company fails to comply with its covenant in Clause 5.1 (<i>Negative Pledge and Disposals</i>) below,</p> <p>provided that nothing in the Debenture shall cause the floating charge to crystallise by reason of the Company obtaining or of anything being done with a view to the Company obtaining a moratorium under Section 1A of and Schedule A1 to the Insolvency Act 1986</p> <p>(c) The giving of notice by the Security Agent pursuant to paragraph (a) above in relation to any of the Secured Assets shall not be construed as a waiver or abandonment of the right of the Security Agent to serve similar notices in respect of any other of the Secured Assets or of any other of the rights of the Secured Creditors (or any of them) under any Finance Document.</p>	

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Short particulars	<p>(d) Any charge which has crystallised under Clause 3.2 (<i>Conversion of Floating Charge</i>) above may be reconverted into a floating charge by notice given at any time by the Security Agent (at its discretion) to the Company in relation to the assets specified in such notice</p> <p>4 CONTINUING SECURITY</p> <p>4 1 Continuing and Independent Security</p> <p>The Security shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Security Agent or any other Secured Creditor may hold at any time for the Secured Obligations or any of them.</p> <p>4.2 New Accounts</p> <p>If the Security Agent receives notice of any Security Interest created or arising after the date of the Debenture in respect of the Secured Assets or any of them or makes demand of the Company for payment of any or all of the Secured Obligations:</p> <p>(a) the Security Agent may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand); and</p> <p>(b) thereafter any amounts paid to the Security Agent in respect of the Secured Obligations, or realised or recovered by the Security Agent under the Debenture, shall be credited to a new account (or be treated as having been so credited) and not applied (or be treated as having been applied) in or towards payment of all or any of the Secured Obligations in accordance with the provisions of the Intercreditor Deed</p> <p>4 3 Avoidance of Payments</p> <p>Where any release, discharge or other arrangement in respect of any Secured Obligation or any security the Security Agent may hold for such Secured Obligation is given or made in reliance on any payment or other disposition which is avoided or must be repaid in an insolvency, liquidation or otherwise, and whether or not the Security Agent has conceded or compromised any claim that any such payment or other disposition will or should be avoided or repaid, the Debenture and the Security shall continue as if such release, discharge or other arrangement had not been given or made.</p>	

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Short particulars	<p>4 4 Immediate Recourse</p> <p>Neither the Security Agent nor any other Secured Creditor shall be obliged before exercising any of the rights conferred on it by the Debenture or by law to seek to recover amounts due from the Company or to exercise or enforce any other rights or security it may have or hold in respect of the Secured Obligations or any of them.</p> <p>4 5 Waiver of Defences</p> <p>Neither the obligations of the Company under the Debenture, nor the Security and the rights, powers and remedies conferred on the Security Agent by the Debenture or by law shall be discharged, impaired or otherwise affected by:</p> <ul style="list-style-type: none"> (a) the winding-up, dissolution, administration or reorganisation of the Borrower or any other person or any change in the status, function, control or ownership of the Borrower or any such person; (b) any of the Secured Obligations or any other security held by the Security Agent or any other Secured Creditor in respect thereof being or becoming illegal, invalid, unenforceable or ineffective in any respect; (c) any time or other indulgence being granted or agreed to or with the Borrower or any other person in respect of the Secured Obligations or any of them or in respect of any other security held by the Security Agent or any other Secured Creditor in respect thereof; (d) any amendment to, or any variation, waiver or release of, the Secured Obligations or any of them or any other security, guarantee or indemnity held by the Security Agent or any other Secured Creditor in respect thereof; (e) any total or partial failure to take or perfect any security proposed to be taken in respect of the Secured Obligations or any of them; (f) any total or partial failure to realise the value of, or any release, discharge, exchange or substitution of, any other security, guarantee or indemnity held by the Security Agent or any other Secured Creditor in respect of the Secured Obligations or any of them; or (g) any other act, event or omission which might operate to discharge, impair or otherwise affect the obligations of the Company under the Debenture, the Security or any of the rights, powers and remedies conferred on the Security Agent by the Debenture or by law. 	

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Short particulars	<p>4.6 No Competition</p> <p>Any right which the Company may have by way of subrogation, contribution or indemnity in relation to the Secured Obligations, or otherwise to claim or prove as a creditor of the Borrower or any other person or its estate in competition with the Security Agent or any other Secured Creditor, shall be exercised by the Company only if and to the extent that the Security Agent so requires and in such manner and upon such terms as the Security Agent may specify and the Company shall hold any moneys, rights or security held or received by it as a result of the exercise of any such rights on trust for the Security Agent for application in accordance with the terms of the Debenture as if such moneys, rights or security were held or received by the Security Agent under the Debenture.</p> <p>4.7 Appropriation</p> <p>Neither the Security Agent nor any other Secured Creditor shall be obliged to apply any sums held or received by it in respect of the Secured Obligations in or towards payment of the Secured Obligations and any such sum shall be held by or paid to the Security Agent for application pursuant to the terms of the Debenture provided that any such sum may be credited to a suspense or impersonal account and held in such account pending the application from time to time of such sums in or towards discharge of the Secured Obligations</p> <p>5. NEGATIVE PLEDGE AND DISPOSALS</p> <p>5.1 Negative Pledge and Disposals</p> <p>The Company will not</p> <p>(a) create or permit to subsist any Security Interest over all or any of its present or future assets other than:</p> <p>(i) Security Interests constituted by or created pursuant to any of the Finance Documents; or</p> <p>(ii) other Security Interests permitted under the terms of the Finance Documents, or</p> <p>(iii) with the prior written consent of the Security Agent, or</p> <p>(b) dispose of any of its assets except to the extent and in the manner expressly permitted under the Finance Documents or with the prior written consent of the Security Agent</p>	

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Short particulars	<p>5 2 No Prejudicial Action</p> <p>Other than as expressly permitted pursuant to the Finance Documents, the Company shall not do or permit to be done anything which could reasonably be expected to prejudice the Security</p> <p>6. FURTHER ASSURANCE</p> <p>The Company shall from time to time and at its own expense, give all such assurances and do all such things as the Security Agent (acting reasonably) may require to enable the Security Agent to create, perfect, preserve or protect the Security or the priority of the Security or to exercise any of the rights conferred on the Security Agent or the Secured Creditors by the Debenture or by law and to that intent the Company shall execute all such instruments, deeds and agreements, obtain all consents, approvals and other authorisations necessary to create legally and validly, without any breach of contract or duty, the fixed charges and to effect the assignments envisaged under Clauses 1 (<i>Fixed Charges</i>) and 2 (<i>Assignments</i>) above respectively, and shall give all such notices and directions as the Security Agent may consider expedient. The obligations of the Company under this Clause 6 are in addition to the covenants for further assurance deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.</p> <p><u>Schedule 2</u></p> <p><u>Definitions</u></p> <p>"Accession Deed" means a duly completed document substantially in the form set out in Schedule 7 (or such other form as the Facility Agent and the Parent agree) of the Senior Facilities Agreement or Mezzanine Facility Agreement, as the case may be, by which a Group Member becomes a Borrower and/or a Guarantor</p> <p>"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</p> <p>"Accounting Quarter" means each period of approximately thirteen weeks ending on or about 31 March, 30 June, 30 September and 31 December</p> <p>"Acquisition" means the acquisition of all of the shares of Target from the Vendors</p> <p>"Acquisition Facilities" means the Committed Acquisition Facility and the Uncommitted Acquisition Facility</p> <p>"Advance" means</p>

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	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>(a) when designated "Term A", the principal amount of each advance made or to be made under the Term A Facility;</p> <p>(b) when designated "Term B", the principal amount of each advance made or to be made under the Term B Facility;</p> <p>(c) when designated "Term C", the principal amount of each advance made or to be made under the Term C Facility;</p> <p>(d) when designated "Term D", the principal amount of each advance made or to be made under the Term D Facility;</p> <p>(e) when designated "Committed Acquisition", the principal amount of each advance made or to be made under the Committed Acquisition Facility;</p> <p>(f) when designated "Uncommitted Acquisition", the principal amount of each advance made or to be made under the Uncommitted Acquisition Facility;</p> <p>(g) when designated "Revolving", the principal amount of each advance made or to be made under the Revolving Facility;</p> <p>(h) when designated "Daylight", the principal amount of the advance made or to be made under the Daylight Facility; and</p> <p>(i) when designated "US Pushdown", the principal amount of the advance made or to be made under the US Pushdown Facility</p> <p>"Ancillary Document" means a document setting out the terms on which Ancillary Facilities are made available</p> <p>"Ancillary Facilities" means credit facilities made available by a Revolving Lender by designating a portion of its Revolving Commitment in accordance with Clause 2.2 (Ancillary Facilities) and Schedule 8 (Provisions relating to Ancillary Facilities) of the Senior Facilities Agreement</p> <p>"Ancillary Lender" means a Revolving Lender in its capacity as provider of Ancillary Facilities</p> <p>"Ancillary Limit" means, in relation to an Ancillary Lender, an amount (not exceeding its Revolving Commitment) equal to the maximum exposure expressed in euro (excluding accrued uncapitalised interest, fees and like charges) which it has agreed to make available by way of Ancillary Facilities in accordance with Clause 2.2 (Ancillary Facilities) of the Senior Facilities Agreement as cancelled, reduced or terminated from time to time in accordance with the Senior Facilities Agreement and/or the relevant Ancillary Documents.</p> <p>"Arrangers" means BNP Paribas SA Niederlassung Frankfurt Am Main ("BNP Paribas") and CIBC World Markets Plc ("CIBC"), whether acting individually or together.</p>

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Short particulars	<p>"Assigned Account" means any Account designated in writing as an Assigned Account by the Security Agent pursuant to clause 9.4 (<i>Accounts after Security becomes Enforceable</i>) of the Debenture.</p> <p>"Associated Liabilities" means in relation to any obligation or liability</p> <p>(a) any refinancing, novation, refunding, deferral or extension of that obligation or liability,</p> <p>(b) any claim for breach of representation, warranty, undertaking or in respect of an event of default or under an indemnity in connection with that obligation or liability;</p> <p>(c) any further advance which may be made under any agreement supplemental to any relevant agreement plus all related interest, fees, costs and expenses;</p> <p>(d) any claim for damages or restitution in the event of rescission of that obligation or liability or otherwise in connection with any relevant agreement;</p> <p>(e) any claim against any Debtor flowing from any recovery by a Debtor or any other person of a payment or discharge in respect of that obligation or liability on the grounds of preference or otherwise, and</p> <p>(f) any amounts (including post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of an obligation or liability in any insolvency or other proceedings.</p> <p>"Bidco" means Insulation Holding GmbH, formerly RM26121 Vermögensverwaltungs GmbH</p> <p>"Borrowers" means the Original Borrowers and, following their respective accession to the Senior Facilities Agreement as a Borrower, each of the persons identified in Part 3 of Schedule 2 of the Senior Facilities Agreement and each other Group Member which becomes a borrower in accordance with Clause 20 11 (<i>Additional Borrowers</i>) of the Senior Facilities Agreement.</p> <p>"Charged Accounts" means</p> <p>(a) each Collateral Account,</p> <p>(b) each Account maintained by the Company with the Security Agent identified in Part 4 of Schedule 1 (<i>Charged Accounts</i>) of the Debenture, and</p> <p>(c) any other Account maintained by the Company with the Security Agent designated in writing as a Charged Account by the Security Agent</p>

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Short particulars	<p>"Closing Date" means the completion date as defined in the SPA.</p> <p>"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.</p> <p>"Committed Acquisition Facility" means the committed acquisition facility to be made available by the Committed Acquisition Lenders under Clause 2.1(e) (Facilities) of the Senior Facilities Agreement</p> <p>"Commitment" means:</p> <p>(a) when designated Term A US Dollars, in relation to an Original Lender and the Term A Facility, the amount in US Dollars set opposite its name in Schedule 1 of the Senior Facilities Agreement in relation to the Term A Facility;</p> <p>(b) when designated Term A Euro, in relation to an Original Lender and the Term A Facility, the amount in euro set opposite its name in Schedule 1 of the Senior Facilities Agreement in relation to the Term A Facility;</p> <p>(c) when designated Term B US Dollars, in relation to an Original Lender and the Term B Facility, the amount in US Dollars set opposite its name in Schedule 1 of the Senior Facilities Agreement in relation to the Term B Facility;</p> <p>(d) when designated Term B Euro, in relation to an Original Lender and the Term B Facility, the amount in euro set opposite its name in Schedule 1 of the Senior Facilities Agreement in relation to the Term B Facility,</p> <p>(e) when designated Term C US Dollars, in relation to an Original Lender and the Term C Facility, the amount in US Dollars set opposite its name in Schedule 1 of the Senior Facilities Agreement in relation to the Term C Facility;</p> <p>(f) when designated Term C Euro, in relation to an Original Lender and the Term C Facility, the amount in euro set opposite its name in Schedule 1 of the Senior Facilities Agreement in relation to the Term C Facility;</p> <p>(g) when designated Term D Euro, in relation to an Original Lender and the Term D Facility, the amount in euro set opposite its name in Schedule 1 of the Senior Facilities Agreement in relation to the Term D Facility;</p> <p>(h) when designated Committed Acquisition, in relation to an Original Lender and the Committed Acquisition Facility, the amount set opposite its name in Schedule 1 of the Senior Facilities Agreement in relation to the Committed Acquisition Facility,</p>

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Short particulars	<p>(i) when designated Uncommitted Acquisition, in relation to any Uncommitted Acquisition Lender and the Uncommitted Acquisition Facility, the amount in Euro that it has agreed to make available (subject to the terms of the Uncommitted Acquisition Facility),</p> <p>(j) (subject to Clause 2.2 (<i>Ancillary Facilities</i>) of the Senior Facilities Agreement) when designated Revolving, in relation to an Original Lender and the Revolving Facility, the amount set opposite its name in Schedule 1 of the Senior Facilities Agreement in relation to the Revolving Facility;</p> <p>(k) when designated Daylight, in relation to an Original Lender and the Daylight Facility, the amount set opposite its name in Schedule 1 of the Senior Facilities Agreement in relation to the Daylight Facility; and</p> <p>(l) when designated US Pushdown, in relation to an Original Lender and the US Pushdown Facility, the amount set opposite its name in Schedule 1 of the Senior Facilities Agreement in relation to the US Pushdown Facility.</p> <p>and, in each case in relation to any Lender:</p> <p>(1) includes the total amount of any so designated Commitment transferred to it under the Senior Facilities Agreement; and</p> <p>(11) means the relevant Commitment to the extent not cancelled, reduced or transferred by it under the Senior Facilities Agreement,</p> <p>and without any such designation means the Commitment which the context requires</p> <p>"Company" means each of Armacell United Kingdom Holding Limited and Armacell UK Limited</p> <p>"Constitutive Documents" means the constitutive documents of the Parent as at the Closing Date, as amended from time to time in accordance with the terms of the Senior Facilities Agreement</p> <p>"Daylight Facility" means the daylight facility made available by the Daylight Lenders under Clause 2.1(h) (<i>Facilities</i>) of the Senior Facilities Agreement</p> <p>"Debtor" means any person named in Part A of Schedule 1 (<i>Debtors</i>) of the Intercreditor Deed and any other Group Member who becomes an Obligor after the date of the Intercreditor Deed and accedes to the Intercreditor Deed by executing an Accession Deed as a Debtor</p> <p>"Distribution Strategy Letter" means the Distribution Strategy Letter from BNP Paribas and CIBC in their respective capacities as mandated lead arrangers and underwriters to the Parent regarding syndication of the Senior Facilities and of the Facility dated 16 December 2006</p>	

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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>"Event of Default" means any event specified in Clause 18.1 (Events of Default) of the Senior Facilities Agreement.</p> <p>"Facilities" means the Term Facilities, the Acquisition Facilities, the Revolving Facility, the Ancillary Facilities the Daylight Facility and the US Pushdown Facility or any of them as the context shall require and "Facility" shall be construed accordingly.</p> <p>"Facility Agent" means BNP Paribas SA in its capacity as facility agent for the Finance Parties or a successor appointed under Clause 19.13 (Resignation) of the Senior Facilities Agreement</p> <p>"Fee Letter" means the fee letter dated 16 December 2006 from BNP Paribas and CIBC as mandated lead arrangers and underwriters to Bidco.</p> <p>"Final Committed Acquisition Repayment Date" means the date that is the 7th anniversary of the first Quarter Date falling after the Closing Date</p> <p>"Final Term A Repayment Date" means the day that is the 7th anniversary of the first Quarter Date falling after the Closing Date</p> <p>"Final Term B Repayment Date" means the day that is the 8th anniversary of the first Quarter Date falling after the Closing Date</p> <p>"Final Term C Repayment Date" means the day that is the 9th anniversary of the first Quarter Date falling after the Closing Date</p> <p>"Final Term D Repayment Date" means the day that is 9 years and 6 months after the first Quarter Date falling after the Closing Date.</p> <p>"Final Uncommitted Acquisition Repayment Date" means the final repayment date of the Uncommitted Acquisition Advances to be agreed in writing between the Parent and the Uncommitted Acquisition Lenders.</p> <p>"Finance Documents" means the Senior Facilities Agreement, any other agreement (including any letter relating to any fees payable) relating to the terms of the Uncommitted Acquisition Facility, each Security Document under the Senior Facilities Agreement and the Mezzanine Facility Agreement as the case may be, the Intercreditor Deed, the Hedging Agreements, the Ancillary Documents, each Accession Deed under the Senior Facilities Agreement and the Mezzanine Facility Agreement as the case may be, each Transfer Certificate under the Senior Facilities Agreement and the Mezzanine Facility Agreement as the case may be, the Distribution Strategy Letter, the Fee Letter, the Mezzanine Facility Agreement and any other document designated as a "Finance Document" by the Facility Agent and the Parent</p> <p>"Finance Parties" means the Arrangers, the Facility Agent, the Security Agent, the Lenders and "Finance Party" means any of them</p> <p>"First Priority Creditor" means any of the Senior Facility Agent, the Senior Arrangers, the Security Agent, each Hedge Counterparty, any</p>

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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>person named in Part B of Schedule 1 (<i>First Priority Creditors</i>) of the Intercreditor Deed and any other person who becomes a First Priority Creditor after the date of the Intercreditor Deed in accordance with the terms of the Intercreditor Deed.</p> <p>"First Priority Discharge Date" means the date on which the Security Agent (acting reasonably) is satisfied that all First Priority Liabilities have been fully paid and discharged (and all Commitments of the Senior Lenders (other than in respect of Term D Facility) and all obligations of the Hedge Counterparties under the Hedging Agreements have been cancelled) and no Debtors have any actual or contingent payment obligations under any Senior Finance Document (other than the Second Priority Liabilities).</p> <p>"First Priority Liabilities" means any and all present and future sums, liabilities and obligations (actual and contingent) owing by any Debtor to any First Priority Creditor under the Senior Finance Documents other than the Second Priority Liabilities together with all related Associated Liabilities.</p> <p>"Fixtures" means, in relation to any Real Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment and other items attached to the relevant Real Property whether or not constituting a fixture at law</p> <p>"Guarantors" means the Parent, each Original Guarantor, following their respective accession to the Senior Facilities Agreement as a Guarantor, each person identified in Part 4 of Schedule 2 (<i>Initial Guarantors</i>) of the Senior Facilities Agreement and any other Group Member which becomes a Guarantor in accordance with Clause 20 12 (<i>Additional Guarantors</i>) of the Senior Facilities Agreement</p> <p>"Group" means the Parent and its Subsidiaries from time to time and "Group Member" means any of those persons</p> <p>"Hedge Counterparty" means any person named in Part C of Schedule 1 (<i>Hedge Counterparties</i>) of the Intercreditor Deed and any other person who accedes to the Intercreditor Deed by executing an Accession Deed as a Hedge Counterparty.</p> <p>"Hedging Agreements" means agreements entered or to be entered into by Obligor with Hedging Lenders for the purpose of hedging interest rate risk in accordance with Clause 17 3(f) (<i>Interest rate hedging</i>) of the Senior Facilities Agreement</p> <p>"Hedging Lender" means any Lender in its capacity as a provider of interest rate hedging under the Hedging Agreements</p> <p>"Insurances" means all contracts and policies of insurance of 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>

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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>"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" 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>"Intercreditor Deed" means the intercreditor deed dated 24 January 2007, entered into between, among others, Foam Investments II S.à 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 (as amended, restated, supplemented and/or waived from time to time).</p> <p>"Intra-Group Creditor" means any member of the Group named in Part F of Schedule 1 (<i>Intra-Group Creditors</i>) of the Intercreditor Deed and any other member of the Group who is not an Obligor but who is a creditor of any one or more obligors and becomes an Intra-Group Creditor after the date of the Intercreditor Deed in accordance with the terms of the Intercreditor Deed</p> <p>"Investments" means</p> <ul style="list-style-type: none"> (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 (b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire any securities and investments, <p>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>"Investor Creditor" means any person named in Part G of Schedule 1 (<i>Investor Creditors</i>) of the Intercreditor Deed and any other person who is a lender of Permitted Shareholder Debt and who becomes party to the Intercreditor Deed as an Investor Creditor after the date of the Intercreditor Deed in accordance with the terms of the Intercreditor Deed</p>	

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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>"Investor Documents" means the Constitutive Documents and the Permitted Shareholder Debt Agreements.</p> <p>"Investors" means the Original Investors, any assignee or transferee of any interest under the Investor Documents and any other person at any time holding shares in the Parent or which is a creditor of Permitted Shareholder Debt.</p> <p>"Issuing Bank" means BNP Paribas SA in its capacity as issuer of any Letter of Credit and/or any other Lender which agrees to become such an issuer in accordance with Clause 5.5(c) (<i>Utilisations by Letters of Credit</i>) of the Senior Facilities Agreement in that capacity.</p> <p>"Lender" means</p> <p>(a) when designated "Term A", the Original Lenders specified in Schedule 1 of the Senior Facilities Agreement as participating in the Term A Facility,</p> <p>(b) when designated "Term B", the Original Lenders specified in Schedule 1 of the Senior Facilities Agreement as participating in the Term B Facility,</p> <p>(c) when designated "Term C", the Original Lenders specified in Schedule 1 of the Senior Facilities Agreement as participating in the Term C Facility,</p> <p>(d) when designated "Term D", the Original Lenders specified in Schedule 1 of the Senior Facilities Agreement as participating in the Term D Facility;</p> <p>(e) when designated "Committed Acquisition", the Original Lenders specified in Schedule 1 as participating in the Committed Acquisition Facility,</p> <p>(f) when designated "Uncommitted Acquisition", the Lenders which have agreed in writing to participate in, and make available Uncommitted Acquisition Advances to the Parent and any other borrowers agreed in writing between such Lender and the Parent;</p> <p>(g) when designated "Revolving", the Original Lenders specified in Schedule 1 of the Senior Facilities Agreement as participating in the Revolving Facility;</p> <p>(h) when designated "Daylight", the Original Lenders specified in Schedule 1 of the Senior Facilities Agreement as participating in the Daylight Facility; and</p> <p>(l) when designated "US Pushdown", the Original Lenders specified in Schedule 1 of the Senior Facilities Agreement as participating in the US Pushdown Facility,</p>	

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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

and in each case any New Lender to whom rights and/or obligations in respect of the relevant Facility are assigned or transferred in accordance with Clause 20 (Changes to parties) of the Senior Facilities Agreement (in each case for so long as the relevant person's rights and obligations have not been fully assigned and transferred or repaid and cancelled) (collectively, the "Lenders")

"Letter of Credit" means:

(a) a letter of credit issued or to be issued by an Issuing Bank under the Revolving Facility substantially in the form set out in Schedule 13 of the Senior Facilities Agreement or such other form requested by the relevant Borrower and agreed by the Facility Agent and the relevant Issuing Bank (in each case acting reasonably); or

(b) a guarantee, indemnity or other surety or payment instrument issued or to be issued by an Issuing Bank under the Revolving Facility in a form requested by a Borrower and agreed by the Facility Agent and that Issuing Bank (in each case acting reasonably).

"Liability" means any present or future obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether as principal or surety or in any other capacity and including any amount which would constitute such a liability but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"Majority Lenders" means, at any time:

(a) Lenders whose Commitments aggregate more than 66% per cent of the total Commitments, or

(b) if the total Commitments have been reduced to zero, Lenders whose Commitments aggregate more than 66% per cent. of the total Commitments immediately before the reduction,

(and for this purpose the amount of a Revolving Lender's Revolving Commitment shall not be reduced by the amount of its Ancillary Limit).

"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

"Mezzanine Creditor" means each Finance Party as defined in the Mezzanine Facility Agreement

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 24 January 2007, as amended on 9 March 2007 and 30 March 2007 and as further amended and restated on 16 April 2007, and made between, among others, Foam Investments II S à r l as parent, Insulation Holding GmbH as borrower, BNP Paribas S A Niederlassung

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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>Frankfurt am Main and CIBC World Markets Plc as mandated lead arrangers, BNP Paribas S.A. as Facility Agent and Security Agent.</p> <p>"New Lender" has the meaning given to that term in Clause 20.2 (Assignments and transfers by Lenders) of the Senior Facilities Agreement.</p> <p>"Notice of Assignment" means a duly completed notice of assignment in the form set out in the relevant Part of Schedule 2 (Forms of Notice and Acknowledgement of Assignment) of the Debenture being:</p> <p>(a) Part 1A, in the case of Insurances;</p> <p>(b) Part 2A, in the case of Assigned Accounts, and</p> <p>(c) Part 3, in the case of Material Contracts,</p> <p>or in such other form as may be approved by the Security Agent</p> <p>"Obligors" means each Borrower and each Guarantor</p> <p>"Original Borrowers" means Insulation Holding GmbH and Astral Inversiones 2007, S.L.</p> <p>"Original Guarantors" means Foam Investments II S à.r.l, Insulation Holding II GmbH & Co KG, Astral Inversiones 2007, S L., Insulation Holding GmbH and Insulation Verwaltung GmbH</p> <p>"Original Investors" means investment vehicles owned or controlled directly or indirectly by Investcorp S.A</p> <p>"Original Lenders" means BNP Paribas S.A. Niederlassung Frankfurt am Main and CIBC World Markets Plc</p> <p>"Parent" means Foam Investments II S à r l</p> <p>"Permitted Shareholder Debt" means as at the date of the Senior Facilities Agreement, each of the shareholder loans listed in Schedule 16 of the Senior Facilities Agreement and thereafter any other non current pay loan (whether through loan note instruments or otherwise) made to the Parent or any Group Member, directly or indirectly, by the Investors (or any of their affiliates) maturing after the Final Repayment Date and subordinated to the Facility either (a) pursuant to the Intercreditor Deed or (b) on such terms as the Majority Lenders (acting reasonably) approve</p> <p>"Permitted Shareholder Debt Agreement" means any agreement pursuant to which Permitted Shareholder Debt is made available</p> <p>"Quarter Date" means the last day of each Accounting Quarter</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</p>

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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>property in England and Wales with an open market value 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>"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>"Related Rights" means, in relation to any asset.</p> <p>(a) the proceeds of sale of all or 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, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and</p> <p>(d) any monies, proceeds or income paid or payable in respect of that asset</p> <p>"Repayment Dates" means each date when an instalment is due for repayment under Clause 8.1 (<i>Term and Committed Acquisition Advances</i>) of the Senior Facilities Agreement, the Final Term A Repayment Date, the Final Term B Repayment Date, the Final Term C Repayment Date, the Final Term D Facility Repayment Date, the Final Committed Acquisition Repayment Date, the Final Uncommitted Acquisition Repayment Date and the Revolving Facility Repayment Date</p> <p>"Revolving Facility" means the revolving credit facility to be made available by the Revolving Lenders under Clause 2.1(g) (<i>Facilities</i>) of the Senior Facilities Agreement</p> <p>"Revolving Facility Repayment Date" means the day that is the 7th anniversary of the first Quarter Date following the Closing Date</p> <p>"Second Priority Creditor" means any of the Senior Arrangers, the Second Priority Representative, the Security Agent (if the First Priority Discharge Date has occurred), any person named in Part D of Schedule 1 (<i>Second Priority Creditors</i>) of the Intercreditor Deed and any other person who becomes a Second Priority Creditor after the date of the Intercreditor Deed in accordance with the terms of the Intercreditor Deed.</p> <p>"Second Priority Liabilities" means any and all present and future sums, liabilities and obligations (actual or contingent) owing by any Debtor to any Second Priority Creditor under the Senior Finance Documents in respect of the Term D Facility together with all related Associated Liabilities.</p>

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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>"Second Priority Representative" means BNP Paribas S.A. or a successor appointed in accordance with the Intercreditor Deed.</p> <p>"Secured Assets" means all of the assets, rights, title, interests and benefits of the Company from time to time the subject of the Security.</p> <p>"Secured Creditors" has the meaning given to that term in the Intercreditor Deed, together with any Receiver appointed under the Debenture</p> <p>"Security" means the security created or intended to be created by the Debenture</p> <p>"Security Documents" means the documents specified in Schedule 10 (<i>Security Documents</i>) of the Senior Facilities Agreement or Schedule 8 of the Mezzanine Facility Agreement, as the case may be, and any other document providing for a Security Interest in favour of the Finance Parties (or any of them) in respect of the obligations of one or more Obligors under the Finance Documents</p> <p>"Security Interest" means any mortgage, charge, pledge, lien, hypothecation, security assignment or other security interest or any other agreement, trust or arrangement (including a right of set off or combination) having a similar effect.</p> <p>"Security Period" means the period beginning on the date of the Debenture and ending on the date upon which the Security Agent is satisfied that:</p> <ul style="list-style-type: none"> (a) none of the Secured Creditors is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Borrowers under any of the Finance Documents; and (b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full <p>"Senior Arrangers" means the Arrangers as defined in the Senior Facilities Agreement</p> <p>"Senior Facilities" means the facilities made available pursuant to and as defined in the Senior Facilities Agreement</p> <p>"Senior Facilities Agreement" means the senior facilities agreement dated 24 January 2007, as amended on 9 March 2007 and 30 March 2007 and as further amended and restated on 16 April 2007, and made between, among others, the Original Borrowers (as defined in the Senior Facilities Agreement), Foam Investments II S à 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 CIBC World Markets Plc as Mandated Lead Arrangers, and BNP Paribas S A as Facility Agent</p>

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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

"**Senior Facility Agent**" means BNP Paribas SA

"**Senior Finance Documents**" means the Finance Documents (as defined in the Senior Facilities Agreement).

"**Senior Lenders**" means each Lender, Ancillary Lender and Issuing Bank under the Senior Facilities Agreement.

"**Shares**" means the shares identified in Part 3 of Schedule 1 (*Shares*) (if any) of the Debenture 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).

"**SPA**" means the sale and purchase agreement in relation to the Acquisition dated 16 December 2006 and made between Bidco and Insulation Holding II GmbH & Co KG as buyers and the Vendors

"**Subsidiary**" means, in relation to a person, an entity of which that person owns directly or indirectly more than 50 per cent. of the share capital or whose management and policies that person directly or indirectly has the power to direct whether through the ownership of shares, contract or otherwise.

"**Target**" means Armacell International GmbH

"**Term A Facility**" means the term loan facility to be made available by the Term A Lenders under Clause 2.1(a) (*Facilities*) of the Senior Facilities Agreement.

"**Term B Facility**" means the term loan facility to be made available by the Term B Lenders under Clause 2 1(b) (*Facilities*) of the Senior Facilities Agreement

"**Term C Facility**" means the term loan facility to be made available by the Term C Lenders under Clause 2 1(c) (*Facilities*) of the Senior Facilities Agreement

"**Term D Facility**" means the term loan facility to be made available by the Term D Lenders under Clause 2.1(d) (*Facilities*) of the Senior Facilities Agreement

"**Term Facilities**" means the Term A Facility, the Term B Facility, the Term C Facility, the Term D Facility, the Daylight Facility and the US Pushdown Facility.

"**Transfer Certificate**" means a duly completed certificate substantially in the form set out in Schedule 6 of the Senior Facilities Agreement or the Mezzanine Facility Agreement, as the case may be

"**Uncommitted Acquisition Facility**" means the uncommitted acquisition facility as made available under the Senior Facilities Agreement and

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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

described in Clause 2.1(f) (*Facilities*) of the Senior Facilities Agreement.

"**US Pushdown Facility**" means the US Pushdown facility made available by the US Pushdown Facility Lenders under Clause 2.1(1) (*Facilities*) of the Senior Facilities Agreement

"**Vendor**" means any of the parties named as Gilde Sellers, CVC Sellers or management sellers as defined in the SPA and "Vendors" means all of them



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3729805
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 9 JUNE 2011
AND CREATED BY ARMACELL UK LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR
TO THE SECURED CREDITORS (OR ANY OF THEM) 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 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 JUNE 2011

2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES