

MR01

Particulars of a charge



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 this form is NOT for
You may not use this form to
register a charge where there is
instrument Use form MR08

THURSDAY



L58ABVPM

LD3

02/06/2016

#42

COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
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. Do not send the original.

237394/13

1 Company details

Company number 3 7 2 9 8 0 5

Company name in full Armacell UK Limited

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 Charge creation date

Charge creation date d 2 d 7 m 0 m 5 y 2 y 0 y 1 y 6

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 Deutsche Bank AG, London Branch

(the 'Security 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

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

8

Trustee statement ¹

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

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Allen & Boverly LLP (2/6/2016) X
on behalf of the Security Agent on

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

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Rory Beasley**

Company name
Allen & Overy LLP

Address **One Bishops Square**

Post town **London**

County/Region

Postcode **E 1 6 A D**

Country **United Kingdom**

DX

Telephone **02030880000**



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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3729805

Charge code: 0372 9805 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th May 2016 and created by ARMACELL UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd June 2016

po

Given at Companies House, Cardiff on 8th June 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

SECURITY AGREEMENT

dated as of

May 27, 2016

among

THE GRANTORS IDENTIFIED HEREIN

and

DEUTSCHE BANK AG, LONDON BRANCH,
as Security Agent

EXCEPT FOR MATERIAL REDACTED
PURSUANT TO SECTION 859G OF THE COMPANIES
ACT 2006 I CERTIFY THAT THIS IS A CORRECT
COPY OF THE ORIGINAL DOCUMENT

ALLEN & OVERY LLP

Allen & Overy LLP
2/6/2016

TABLE OF CONTENTS

| | <u>Page</u> |
|---|---|
| ARTICLE I | |
| Definitions | |
| Section 1 01 | Intercreditor Agreements 1 |
| Section 1 02 | Other Defined Terms 1 |
| ARTICLE II | |
| Pledge of Securities | |
| Section 2 01 | Pledge . 5 |
| Section 2 02 | Delivery of the Pledged Equity . . . 6 |
| Section 2 03 | Certification of Limited Liability Company and Limited Partnership Interests . . . 6 |
| Section 2 04 | Registration in Nominee Name, Denominations . . 7 |
| Section 2 05 | Voting Rights, Dividends and Interest 7 |
| ARTICLE III | |
| Security Interests in Personal Property | |
| Section 3 01 | Security Interest . . . 8 |
| ARTICLE IV | |
| Representations, Warranties and Covenants | |
| Section 4 01 | Office Locations, Names, Type and Jurisdiction of Organization 10 |
| Section 4 02 | Changes in Name, Locations, Etc . 10 |
| ARTICLE V | |
| Remedies | |
| Section 5 01 | Remedies Upon Acceleration Event . 11 |
| Section 5 02 | Application of Proceeds 12 |
| Section 5 03 | Grant of License to Use Intellectual Property . . . 13 |
| ARTICLE VI | |
| Subordination | |
| Section 6 01 | Subordination . 14 |

ARTICLE VII

Miscellaneous

| | | |
|--------------|---|----|
| Section 7 01 | Notices . . . | 14 |
| Section 7 02 | Waivers, Amendment . | 14 |
| Section 7 03 | Security Agent's Fees and Expenses, Indemnification .. | 14 |
| Section 7 04 | Successors and Assigns . . | 15 |
| Section 7 05 | Survival of Agreement | 15 |
| Section 7 06 | Counterparts, Effectiveness, Several Agreement . . . | 15 |
| Section 7 07 | Severability | 15 |
| Section 7 08 | Governing Law, Jurisdiction, Venue, Waiver of Jury Trial, Consent to Service of Process . . | 16 |
| Section 7 09 | Headings .. | 17 |
| Section 7 10 | Security Interest Absolute . . | 17 |
| Section 7 11 | Termination or Release .. | 17 |
| Section 7 12 | Additional Grantors . . . | 17 |
| Section 7 13 | Security Agent Appointed Attorney-in-Fact . . | 18 |
| Section 7 14 | Reasonable Care . . . | 18 |
| Section 7 15 | Delegation, Limitation . . | 18 |
| Section 7 16 | Reinstatement . . . | 19 |
| Section 7 17 | Miscellaneous | 19 |
| Section 7 18 | Foreign Grantors . . | 19 |
| Section 7 19 | Intercreditor Agreement Governs . . | 19 |
| Section 7 20 | No Prohibition . | 19 |
| Section 7 21 | Obligations secured by this Agreement.. . . . | 19 |
| Section 7 22 | Acknowledgment of Bail-In . . . | 21 |

| | |
|-------------|---|
| Schedule I | Exact Legal Name, Location of Jurisdiction of Organization and Chief Executive Office |
| Schedule II | Pledged Equity and Pledged Debt |
| Exhibit I | Form of Security Agreement Supplement |

SECURITY AGREEMENT dated as of May 27, 2016, among the Grantors (as defined below) and Deutsche Bank AG, London Branch, as Security Agent for the Secured Parties (in such capacity, the “**Security Agent**”)

Reference is made to (i) the Senior Facilities Agreement dated as of February 15, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Senior Facilities Agreement**”), among AVOCADO HOLDCO LUXEMBOURG S À R L , a *société à responsabilité limitée* incorporated in the Grand Duchy of Luxembourg (“**Parent**”), AVOCADO BIDCO LUXEMBOURG S À R L , a *société à responsabilité limitée* incorporated in the Grand Duchy of Luxembourg (the “**Company**”), the other Borrowers and Guarantors party thereto from time to time, each lender from time to time party thereto (collectively, the “**Senior Lenders**” and individually, a “**Senior Lender**”), and Deutsche Bank AG, London Branch, as Agent and Security Agent and (ii) the Second Lien Facility Agreement dated as of February 15, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Second Lien Facility Agreement**”, and together with the Senior Facilities Agreement, the “**Facilities Agreements**”), among **Parent**, the **Company**, the other Borrowers and Guarantors party thereto from time to time, each lender from time to time party thereto (collectively, the “**Second Lien Lenders**” and individually, a “**Second Lien Lender**”, the Senior Lenders and Second Lien Lenders, collectively the “**Lenders**” and individually, a “**Lender**”), and Deutsche Bank AG, London Branch, as Agent and Security Agent. The Secured Parties (as defined below) have agreed to extend credit to the Company subject to the terms and conditions set forth in the Facilities Agreements. The obligations of the Secured Parties to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The US Grantors (as defined below) and the Foreign Grantor (as defined below) are affiliates of the Company, have become party to the Facilities Agreements as borrowers and/or guarantors pursuant to certain accession deeds, will derive substantial benefits from the extension of credit to the Company pursuant to the Facilities Agreements, and are willing to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.01 Intercreditor Agreements

(a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Intercreditor Agreement. All terms defined in the UCC (as defined herein) and not defined in this Agreement have the meanings specified therein, the term “instrument” shall have the meaning specified in Article 9 of the UCC.

(b) The rules of construction specified in Clause 1 of the Intercreditor Agreement also apply to this Agreement.

Section 1.02 Other Defined Terms As used in this Agreement, the following terms have the meanings specified below:

“**Account Debtor**” means any person who is or who may become obligated to any US Grantor under, with respect to or on account of an Account.

“**Accounts**” has the meaning specified in Article 9 of the UCC.

“**Agreement**” means this Security Agreement, as amended, amended and restated, restated, supplemented or otherwise modified from time to time.

“Article 9 Collateral” has the meaning assigned to such term in Section 3.01(a)

“Collateral” means the Article 9 Collateral and the Pledged Collateral

“Company” has the meaning assigned to such term in the recitals of this Agreement

“Copyright License” means any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any US Grantor or that such US Grantor otherwise has the right to license, or granting any right to any US Grantor under any Copyright now or hereafter owned by any third party, and all rights of such US Grantor under any such agreement

“Copyrights” means all of the following now owned or hereafter acquired by any US Grantor (a) all copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the USCO

“Equity Interests” has the meaning assigned to such term in the Senior Facilities Agreement

“Excluded Assets” means, with respect to any US Grantor (i) in excess of 65% of the total combined voting power of all classes of shares entitled to vote of (A) any CFC that is directly owned by such US Grantor (a **“First Tier CFC Subsidiary”**) or (B) any US or non-US entity through which such First Tier CFC Subsidiary is owned, if such entity is treated as a disregarded entity under the US Internal Revenue Code, (ii) any contract, lease, license or agreement or any property subject to a purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such contract, lease, license, agreement or purchase money arrangement, create a right of termination in favor of any other party thereto (other than a member of the Group), create a right in favor of any other party thereto (other than a member of the Group) to amend any rights, benefits or obligations of such US Grantor or its assets or require any member of the Group to take any action materially adverse to the interests of such US Grantor, in each case, after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law or principles of equity, *provided*, that immediately upon the ineffectiveness, lapse or termination of any such provision or restriction, such property shall no longer constitute **“Excluded Assets”** and such US Grantor shall be deemed to have granted a security interest in all such rights and interests pursuant to the terms hereof as if such provision had never been in effect to the extent such assets would otherwise constitute Collateral hereunder, (iii) any interest in fee-owned real property or leased property and any rights under license or other agreements which give such US Grantor a right to occupy or use land or property, and all buildings and erections, fixtures and fittings (including trade fixtures and fittings) and plant, machinery, computers, office equipment or vehicles thereon, (iv) any interest in leased real property (including any requirement to deliver landlord waivers, estoppels and collateral access letters), (v) motor vehicles and other assets subject to certificates of title, (vi) Margin Stock and Equity Interests of any person other than wholly-owned Subsidiaries of the Group that are US Obligors and Material Companies (vii) any trademark application filed in the United States Patent and Trademark Office on the basis of the Company’s or any US Grantor’s **“intent to use”** such mark and for which a form evidencing use of the mark has not yet been filed with the United States Patent and Trademark Office, to the extent that granting a security interest in such trademark application prior to such filing would impair the enforceability or validity of such trademark application or any registration that issues therefrom under applicable federal law, (viii) the creation or perfection of pledges of, or security interests in, any property or assets that would result in material adverse tax consequences to Parent, the Company or any of its Subsidiaries, as determined in the

reasonable judgment of the Company and communicated in writing delivered to the Security Agent, (ix) any asset or property (including, but not limited to, governmental licenses, franchises, charters and authorizations) to the extent that a grant of security interest therein is prohibited or restricted by applicable law (including any requirement to obtain the consent of any governmental authority or third party), after giving effect to the applicable anti-assignment provisions of the UCC and other applicable law or principles of equity, *provided*, that immediately upon the ineffectiveness, lapse or termination of any such prohibition or restriction, such property shall no longer constitute "Excluded Assets" and such US Grantor shall be deemed to have granted a security interest in all such rights and interests pursuant to the terms hereof as if such provision had never been in effect, to the extent such assets would otherwise constitute Collateral hereunder, (x) all commercial tort claims, (xi) letter of credit rights, except to the extent constituting a support obligation for other Collateral as to which perfection of the security interest in such other Collateral is accomplished solely by the filing of a UCC financing statement (it being understood that no actions shall be required to perfect a security interest in letter of credit rights, other than the filing of a UCC financing statement), (xii) any particular assets if, in the reasonable judgment of the Security Agent and the Company and set forth in writing, the burden, cost or consequences of creating or perfecting such pledges or security interests in such assets is excessive in relation to the benefits to be obtained therefrom by the Secured Parties, (xiii) any asset or undertaking situated outside the United States, (xiv) assets with respect to which granting security (a) is not within the legal capacity of the applicable US Grantor and/or the Foreign Grantor or (b) would conflict with the fiduciary duties of the officers or directors of the applicable US Grantor and/or the Foreign Grantor or contravene any legal prohibition, contractual restriction or regulatory condition or have the potential to result in a material risk of a personal or criminal liability for any officer of any member of the Group, (xv) all book and other debts and monetary claims and receivables that are owed to a US Grantor by a person that is not a member of the Group, and (xvi) proceeds from any and all of the foregoing assets described in clauses (i) through (xv) above, solely to the extent such proceeds would independently constitute Excluded Assets pursuant to clauses (i) through (xv) above

"Facilities Agreements" has the meaning assigned to such term in the preliminary statement of this Agreement

"Foreign Grantor" means Armacell UK Limited

"General Intangibles" has the meaning specified in Article 9 of the UCC

"Intellectual Property" means all United States intellectual property of every kind and nature now owned or hereafter acquired by any US Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, the intellectual property rights in software and databases and related documentation and all additions and improvements to the foregoing

"Lenders" has the meaning assigned to such term in the recitals of this Agreement

"License" means any (i) Patent License, (ii) Trademark License, (iii) Copyright License or other Intellectual Property license or sublicense agreement to which any US Grantor is a party, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements or violations thereof, and (iii) rights to sue for past, present and future violations thereof

"Margin Stock" has the meaning set forth in Regulation U issued by the Board of Governors of the Federal Reserve System of the United States

"Material Company" has the meaning assigned to such term in the Senior Facilities Agreement

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any US Grantor or that any US Grantor otherwise has the right to license, is in existence, or granting to any US Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any US Grantor under any such agreement

"Patents" means all of the following now owned or hereafter acquired by any US Grantor (a) all United States patents and patent applications in or to which any US Grantor now or hereafter has any right, title or interest, all registrations and recordings thereof, including registrations, recordings and pending applications in the USPTO and (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein

"Pledged Collateral" has the meaning assigned to such term in Section 2 01

"Pledged Debt" has the meaning assigned to such term in Section 2 01

"Pledged Equity" has the meaning assigned to such term in Section 2 01

"Pledged Securities" means the Pledged Equity and Pledged Debt

"Secured Obligations" has the meaning assigned to such term in the Intercreditor Agreement and shall include, without limitation, with respect to any US Grantor or Foreign Grantor, all Liabilities and other present and future liabilities and obligations at any time due, owing or incurred by such US Grantor or Foreign Grantor to any Secured Party under the Facilities Agreements and the other Secured Debt Documents, *provided*, that for purposes hereof, the Secured Obligations shall not include any Excluded Swap Obligations

"Secured Parties" has the meaning assigned to such term in the Intercreditor Agreement

"Security Agent" has the meaning assigned to such term in the recitals of this Agreement

"Security Agreement Supplement" means an instrument substantially in the form of Exhibit I hereto

"Security Interest" has the meaning assigned to such term in Section 3 01

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any US Grantor or that any US Grantor otherwise has the right to license, or granting to any US Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any US Grantor under any such agreement

"Trademarks" means all of the following now owned or hereafter acquired by any US Grantor (a) all United States trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording

applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a US Grantor and (b) all goodwill connected with the use of and symbolized thereby, and all other common law and other rights therein

“UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York, *provided that*, if perfection or the effect of perfection or non-perfection or the priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority

“USCO” means the United States Copyright Office

“USPTO” means the United States Patent and Trademark Office

“US Grantor” means each entity that is a party hereto except for the Foreign Grantor, and each entity that becomes a party to this Agreement after the date of this Agreement

“US Obligor” has the meaning assigned to such term in the Senior Facilities Agreement

ARTICLE II

Pledge of Securities

Section 2 01 Pledge Provided that none of the items under this Section 2 01 shall include any Excluded Assets, as security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guarantees, each of the US Grantors and, in respect of paragraphs (i), (iii), (iv), and (v) below, the Foreign Grantor hereby assigns and pledges to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such US Grantors’ and Foreign Grantor’s right, title and interest in, to and under

(i) all Equity Interests held or hereafter acquired by a US Grantor and/or the Foreign Grantor in any entity which is or becomes a US Obligor or Material Company (including, but not limited to, all such Equity Interests that are listed on Schedule II) and the certificates representing all such Equity Interests (the “**Pledged Equity**”), *provided that* the Pledged Equity shall not include Excluded Assets,

(ii) (A) the intercompany debt owed to a US Grantor by another member of the Group, including without limitation, all such debt listed opposite the name of such US Grantor on Schedule II, (B) any intercompany debt owed in the future to such US Grantor by a member of the Group and (C) the promissory notes and any other instruments evidencing such debt (the “**Pledged Debt**”), *provided that* the Pledged Debt shall not include any Excluded Assets,

(iii) subject to Section 2 06, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the securities and other property referred to in clauses (i) and (ii) above,

(iv) subject to Section 2 06, all rights and privileges of such US Grantor or the Foreign Grantor with respect to the securities and other property referred to in clauses (i), (ii), and (iii) above, and

(v) all Proceeds of any of the foregoing

(the items referred to in clauses (i) through (v) above being collectively referred to as the “**Pledged Collateral**”)

In the event that any asset of a US Grantor is excluded from the Pledged Collateral by virtue of clauses (ii) or (ix) of the definition of Excluded Assets, such US Grantor agrees to use commercially reasonable efforts to obtain all requisite consents or overcome obstacles to enable such US Grantor to pledge and provide a security interest in such asset if such asset is material to the Group

TO HAVE AND TO HOLD the Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, unto the Security Agent, its successors and assigns, for the benefit of the Secured Parties, subject, however, to the terms and conditions hereinafter set forth

Section 2 02 Delivery of the Pledged Equity

(a) Each US Grantor and the Foreign Grantor agrees as soon as reasonably practicable to deliver or cause to be delivered to the Security Agent, for the benefit of the Secured Parties, any and all (i) Pledged Equity to the extent certificated and (ii) any promissory notes or other instruments representing or evidencing any Pledged Debt

(b) As soon as reasonably practicable after delivery to the Security Agent, any Pledged Securities shall be accompanied by stock or security powers duly executed in blank or other instruments of transfer reasonably satisfactory to the Security Agent and by such other instruments and documents as the Security Agent may reasonably request (other than instruments or documents governed by or requiring actions in any non-U S jurisdiction related to Equity Interests of non-US Subsidiaries) Each delivery of Pledged Securities shall be accompanied by a schedule describing the securities, which schedule shall be deemed to supplement Schedule II and made a part hereof, *provided* that failure to supplement Schedule II shall not affect the validity of such pledge of such Pledged Equity Each schedule so delivered shall supplement any prior schedules so delivered

Section 2 03 Certification of Limited Liability Company and Limited Partnership Interests

(a) No interest in any limited liability company or limited partnership controlled by any US Grantor or Foreign Grantor that constitutes Pledged Equity shall be represented by a certificate unless (i) the limited liability company agreement or partnership agreement expressly provides that such interests shall be a “security” within the meaning of Article 8 of the UCC of the applicable jurisdiction, and (ii) such certificate shall be delivered to the Security Agent in accordance with Section 2 02 Any limited liability company and any limited partnership controlled by any US Grantor or Foreign Grantor shall either (a) not include in its operative documents any provision that any Equity Interests in such limited liability company or such limited partnership be a “security” as defined under Article 8 of the UCC or (b) certificate any Equity Interests in any such limited liability company or such limited partnership To the extent an interest in any limited liability company or limited partnership controlled by any US Grantor or Foreign Grantor and pledged under Section 2 01 is certificated or becomes certificated, (i) each such certificate shall be delivered to the Security Agent as soon as reasonably practicable, pursuant to Section 2 02(a) and (ii) such US Grantor or Foreign Grantor shall fulfill all other requirements

under Section 2 02 applicable in respect thereof. If any Pledged Equity is not a "security" within the meaning of Section 8-103 of the UCC, such US Grantor or Foreign Grantor shall not take any action that, under such Section, converts such Pledged Equity into a security without causing the issuer thereof to issue to it certificates or instruments evidencing such Pledged Equity which are promptly delivered to the Security Agent, together with such instruments of transfer as described in Section 2 02(b).

(b) Each US Grantor and Foreign Grantor hereby agrees that if any of the Pledged Collateral are at any time not evidenced by certificates of ownership, then each applicable US Grantor and Foreign Grantor shall as soon as reasonably practicable, to the extent permitted by applicable law, if necessary or, upon the reasonable request of the Security Agent, desirable to perfect a security interest in such Pledged Collateral, cause such pledge to be recorded on the equity holder register or the books of the issuer, execute any customary pledge forms or other documents necessary or appropriate to complete the pledge or perfect and maintain the security interest granted therein, and give the Security Agent the right to transfer such Pledged Collateral under the terms hereof.

Section 2 04 Registration in Nominee Name, Denominations If an Acceleration Event shall have occurred and be continuing, the Security Agent, on behalf of the Secured Parties, shall have the right to hold the Pledged Securities in its own name as pledgee, the name of its nominee (as pledgee or as sub-agent) or the name of the applicable US Grantor or Foreign Grantor, endorsed or assigned in blank or in favor of the Security Agent and each US Grantor and Foreign Grantor will promptly give to the Security Agent copies of any written notices or other written communications received by it with respect to Pledged Equity registered in the name of such US Grantor and (b) the Security Agent shall have the right to exchange the certificates representing Pledged Equity for certificates of smaller or larger denominations for any purpose consistent with this Agreement, to the extent not prohibited by the documentation governing such Pledged Securities and applicable laws.

Section 2 05 Voting Rights, Dividends and Interest

(a) Unless and until an Acceleration Event shall have occurred and be continuing

(i) each US Grantor and the Foreign Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Securities or any part thereof and each US Grantor and the Foreign Grantor agrees that it shall not exercise such rights in any manner (other than pursuant to a step or matter which does not otherwise breach the terms of a Secured Debt Document) which adversely affects the validity or enforceability of the security interests created under this Agreement,

(ii) the Security Agent shall promptly (after reasonable advance notice) execute and deliver to each US Grantor and/or the Foreign Grantor, or cause to be executed and delivered to such US Grantor and/or the Foreign Grantor, all such proxies, powers of attorney and other instruments as such US Grantor may reasonably request for the purpose of enabling such US Grantor and/or the Foreign Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subparagraph (i) above, and

(iii) each US Grantor and the Foreign Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Securities, *provided* that any noncash dividends, interest, principal or other distributions that would constitute Pledged Equity or Pledged Debt, whether resulting from a subdivision, combination or reclassification of the outstanding Equity Interests of the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in

redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral, and, if received by any US Grantor or the Foreign Grantor, shall be held in trust for the benefit of the Security Agent in accordance with the terms of this Security Agreement. So long as no Acceleration Event has occurred and is continuing, the Security Agent shall promptly deliver to each US Grantor and/or the Foreign Grantor any Pledged Securities in its possession if requested to be delivered to the issuer thereof in connection with any exchange or redemption of such Pledged Securities permitted by the Secured Debt Documents.

(b) Upon the occurrence and during the continuance of an Acceleration Event, all rights of such US Grantor and/or the Foreign Grantor to dividends, interest, principal or other distributions that such US Grantor and/or the Foreign Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 2.05 shall cease, and upon notice to such US Grantor and/or the Foreign Grantor all such rights shall thereupon become vested in the Security Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions during the continuance of an Acceleration Event. All dividends, interest, principal or other distributions received by any US Grantor and/or the Foreign Grantor contrary to the provisions of this Section 2.05 shall be held in trust for the benefit of the Security Agent, shall be segregated from other property or funds of such US Grantor and/or the Foreign Grantor and shall promptly (and in any event within 10 days or such longer period as the Security Agent may agree in its reasonable discretion) delivered to the Security Agent upon demand in the same form as so received (with any necessary endorsement reasonably requested by the Security Agent). Any and all money and other property paid over to or received by the Security Agent pursuant to the provisions of this paragraph (b) shall be retained by the Security Agent in an account to be established by the Security Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 4.02. After all Events of Default have been cured or waived, the Security Agent shall promptly repay to each US Grantor and/or the Foreign Grantor (without interest) all dividends, interest, principal or other distributions that such US Grantor and/or the Foreign Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 2.05 and that remain in such account.

(c) Upon the occurrence and during the continuance of an Acceleration Event, all rights of any US Grantor and/or the Foreign Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 2.05, and the obligations of the Security Agent under paragraph (a)(ii) of this Section 2.05, shall cease, and upon notice to such US Grantor and/or the Foreign Grantor all such rights shall thereupon become vested in the Security Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers, *provided* that, unless otherwise directed by the requisite Secured Parties in accordance with the Intercreditor Agreement, the Security Agent shall have the right from time to time following and during the continuance of an Acceleration Event to permit the US Grantors and/or the Foreign Grantor to exercise such rights. After all Events of Default have been cured or waived, and to the extent no Acceleration Event is continuing, each US Grantor and/or the Foreign Grantor shall have the exclusive right to exercise the voting and/or consensual rights and powers that the US Grantor or Foreign Grantor would otherwise be entitled to exercise pursuant to the terms of paragraph (a)(i) above, and the obligations of the Security Agent under paragraph (a)(ii) of this Section 2.05 shall be reinstated.

ARTICLE III

Security Interests in Personal Property

Section 3.01 Security Interest

(a) As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guarantees, each US Grantor hereby assigns and pledges to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such US Grantor or in which such US Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Article 9 Collateral**")

(i) all Accounts with respect to which the Account Debtor is a member of the Group,

(ii) all Deposit Accounts, together with all amounts on deposit from time to time in such Deposit Accounts,

(iii) all Documents,

(iv) all General Intangibles,

(v) all Goods,

(vi) all Instruments,

(vii) all Inventory,

(viii) all books and records pertaining to the Article 9 Collateral,

(ix) all Letter-of-Credit Rights, but only to the extent constituting a Supporting Obligation for other Article 9 Collateral as to which perfection of a security interest in such Article 9 Collateral is accomplished by the filing of a UCC financing statement,

(x) all Intellectual Property, and

(xi) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any person with respect to any of the foregoing,

provided that, notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in any Excluded Assets and the term "Article 9 Collateral" shall not include any Excluded Assets

(b) In the event that any asset of a US Grantor is excluded from the Collateral by virtue of clauses (ii) or (ix) of the definition of Excluded Assets, such US Grantor agrees to use commercially reasonable efforts to obtain all requisite consents or overcome obstacles to enable such US Grantor to pledge and provide a security interest in such asset if such asset is material to the Group. Subject to Section 3.01(e), each US Grantor hereby irrevocably authorizes the Security Agent for the benefit of the Secured Parties at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the Article 9 Collateral or any part thereof and amendments thereto that (i) indicate the Article 9 Collateral as "all assets" or "all personal property" of such US Grantor or words of similar effect as being of an equal or lesser scope or with greater detail and (ii) contain the information required by Article 9 of the UCC or the analogous legislation of each

applicable jurisdiction for the filing of any financing statement or amendment, including whether such US Grantor is an organization, the type of organization and, if required, any organizational identification number issued to such US Grantor. Each US Grantor agrees to provide such information to the Security Agent promptly upon any reasonable request.

(c) The Security Interest is granted as security only and shall not subject the Security Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any US Grantor with respect to or arising out of the Article 9 Collateral.

(d) [reserved]

(e) Notwithstanding anything to the contrary in the Secured Debt Documents, none of the US Grantors shall be required, nor is the Security Agent authorized, (i) to perfect the Security Interests granted by this Agreement by any means other than by (A) filings pursuant to the UCC in the office of the secretary of state (or similar central filing office) of the relevant State(s), (B) delivery to the Security Agent to be held in its possession of all Collateral consisting of Instruments and certificated Pledged Equity as expressly required elsewhere herein or (C) other methods expressly provided herein, (ii) to enter into any deposit account control agreement, securities account control agreement or any other control agreement with respect to any deposit account, securities account or any other Collateral that requires perfection by "control," until an Acceleration Event has occurred, (iii) to take any action (other than the actions listed in clauses (i)(A) and (B) above) with respect to any assets located outside of the United States, (iv) to perfect in any assets related to Intellectual Property or subject to a certificate of title statute or (v) to deliver any Equity Interests except as expressly provided in Section 2.01.

ARTICLE IV

Representations, Warranties and Covenants

Section 4.01 Office Locations, Names, Type and Jurisdiction of Organization. Each of the US Grantors and the Foreign Grantor represents and warrants as follows as of the date hereof (or, in the case of a party that becomes an additional US Grantor or Foreign Grantor hereunder pursuant to Section 7.12, as of the date of the applicable Security Agreement Supplement):

(a) Such US Grantor's or Foreign Grantor's name as it appears in official filings in its jurisdiction of organization, type of organization (i.e., corporation, limited partnership, etc.), jurisdiction of organization, principal place of business, chief executive office, office where such US Grantor or Foreign Grantor keeps its records regarding its Collateral, and organization number (if applicable) are set forth on Schedule I annexed hereto or in the applicable Security Agreement Supplement.

(b) It has not (nor has any predecessor by merger or otherwise of it), within the five year period preceding the date hereof, or, in the case of a party that becomes an additional US Grantor or Foreign Grantor pursuant to Section 7.12 hereof, the date of the applicable Security Agreement Supplement, had a different name from the name of such US Grantor or Foreign Grantor listed on the signature pages hereof, except the names set forth on Schedule I annexed hereto or in the applicable Security Agreement Supplement.

Section 4.02 Changes in Name, Locations, Etc. Each of the US Grantors and the Foreign Grantor agrees to notify the Security Agent in writing promptly, and in any event within 60 days or such longer period as the Security Agent may agree in its reasonable discretion, of any change in such US Grantor's or the Foreign Grantor's (i) legal name, (ii) identity or type of organization or corporate

structure, (iii) jurisdiction of organization, (iv) organizational identification number, if any) or (v) location of its chief executive office or sole place of business, to the extent such change results in a change in its "location" within the meaning of Section 9-307 of any applicable UCC

ARTICLE V

Remedies

Section 5 01. Remedies Upon Acceleration Event Upon the occurrence and during the continuance of an Acceleration Event, it is agreed that the Security Agent shall have the right to exercise any and all rights afforded to a Secured Party with respect to the Secured Obligations, including the Guarantees, under the UCC or other applicable law and also may (i) require each US Grantor or Foreign Grantor to, and each of the US Grantors and the Foreign Grantor agrees that it will at its expense and upon request of the Security Agent, promptly assemble all or part of the Collateral as directed by the Security Agent and make it available to the Security Agent at a place and time to be designated by the Security Agent that is reasonably convenient to both parties, (ii) occupy any premises owned or, to the extent lawful and permitted, leased (it being acknowledged and agreed that the US Grantors are not required to obtain any waiver or consent from any owner of such leased premises in connection with such occupancy or attempted occupancy) by any of the US Grantors where the Collateral or any part thereof is assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such US Grantor in respect of such occupation, (iii) exercise any and all rights and remedies of any of the US Grantors and/or the Foreign Grantor under or in connection with the Collateral, or otherwise in respect of the Collateral, and (iv) subject to any mandatory requirements of applicable law, sell or otherwise dispose of all or any part of the Collateral securing the Secured Obligations at a public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Security Agent shall deem appropriate. The Security Agent shall be authorized at any such sale of securities (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Security Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any sale of Collateral shall hold the property sold absolutely, free from any claim or right on the part of any US Grantor and/or the Foreign Grantor, and each US Grantor and/or the Foreign Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such US Grantor and/or the Foreign Grantor now has or may at any time in the future have under any law now existing or hereafter enacted.

Each of the US Grantors and the Foreign Grantor agrees that 10 days' written notice constitutes reasonable notice within the meaning of Section 9-611 of the UCC or its equivalent in other jurisdictions of the Security Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Security Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Security Agent may (in its sole and absolute discretion) determine. The Security Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Security Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by

announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Security Agent until the sale price is paid by the purchaser or purchasers thereof, but the Security Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any US Grantor and/or the Foreign Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any US Grantor and/or the Foreign Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any US Grantor and/or the Foreign Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof, the Security Agent shall be free to carry out such sale pursuant to such agreement and neither a US Grantor nor the Foreign Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Security Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Secured Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Security Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 4.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the UCC or its equivalent in other jurisdictions.

Each US Grantor irrevocably makes, constitutes and appoints the Security Agent (and all officers, employees or agents designated by the Security Agent) as such US Grantor's true and lawful agent (and attorney-in-fact) during the continuance of an Acceleration Event, for the purpose of (i) making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such US Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance, (ii) making all determinations and decisions with respect thereto and (iii) obtaining or maintaining the policies of insurance required by Section 27.11 (*Insurance*) of the Facilities Agreement or Section 22.11 (*Insurance*) of the Second Lien Facility Agreement, as applicable, or to pay any premium in whole or in part relating thereto. All sums disbursed by the Security Agent in connection with this paragraph, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, within 10 days of demand, by the US Grantors to the Security Agent and shall be additional Secured Obligations secured hereby.

Section 5.02 Application of Proceeds The Security Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, in accordance with the terms of the Intercreditor Agreement.

The Security Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Security Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Security Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Security Agent or such officer or be answerable in any way for the misapplication thereof.

The Security Agent shall have no liability to any of the Secured Parties for actions taken in reliance on information supplied to it as to the amounts of unpaid principal and interest and other amounts outstanding with respect to the Secured Obligations, *provided* that nothing in this sentence shall prevent any US Grantor and/or the Foreign Grantor from contesting any amounts claimed by any Secured Party in any information so supplied. All distributions made by the Security Agent pursuant to this Section 4 02 shall be (subject to any decree of any court of competent jurisdiction) final (absent manifest error)

Section 5 03 Grant of License to Use Intellectual Property For the exclusive purpose of enabling the Security Agent to exercise rights and remedies under this Agreement at such time as the Security Agent shall be lawfully entitled to exercise such rights and remedies at any time after and during the continuance of an Acceleration Event, each US Grantor hereby grants to the Security Agent a non-exclusive, royalty-free, limited license (until the waiver or cure of all Events of Default) for cash, upon credit or for future delivery as the Security Agent shall deem appropriate to use, license or sublicense any of the Intellectual Property now owned or hereafter acquired by such US Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, *provided, however*, that all of the foregoing rights of the Security Agent to use such licenses, sublicenses and other rights, and (to the extent permitted by the terms of such licenses and sublicenses) all licenses and sublicenses granted thereunder, shall expire immediately upon the waiver or cure of all Events of Default to the extent no Acceleration Event remains outstanding, and shall be exercised by the Security Agent solely during the continuance of an Acceleration Event and nothing in this Section 4 03 shall require US Grantors to grant any license that is prohibited by any rule of law, statute or regulation, or is prohibited by, or constitutes a breach or default under or results in the termination of any contract, license, agreement, instrument or other document evidencing, giving rise to or theretofore granted, to the extent permitted by the Facilities Agreements, with respect to such property or otherwise unreasonably prejudices the value thereof to the relevant US Grantor, *provided, further*, that any such license and any such license granted by the Security Agent to a third party shall include reasonable and customary terms and conditions necessary to preserve the existence, validity and value of the affected Intellectual Property, including without limitation, provisions requiring the continuing confidential handling of trade secrets, requiring the use of appropriate notices and prohibiting the use of false notices, quality control and inurement provisions with regard to Trademarks, patent designation provisions with regard to Patents, copyright notices and restrictions on decompilation and reverse engineering of copyrighted software (it being understood and agreed that, without limiting any other rights and remedies of the Security Agent under this Agreement, any other Secured Debt Document or applicable law, nothing in the foregoing license grant shall be construed as granting the Security Agent rights in and to such Intellectual Property above and beyond (x) the rights to such Intellectual Property that each US Grantor has reserved for itself and (y) in the case of Intellectual Property that is licensed to any such US Grantor by a third party, the extent to which such US Grantor has the right to grant a sublicense to such Intellectual Property hereunder). For the avoidance of doubt, the use of such license by the Security Agent may be exercised, at the option of the Security Agent, only during the continuation of an Acceleration Event. Upon the occurrence and during the continuance of an Acceleration Event, the Security Agent may also exercise the rights afforded under Section 4 01 of this Agreement with respect to Intellectual Property contained in the Article 9 Collateral

ARTICLE VI

Subordination

Section 6 01 Subordination

(a) Notwithstanding any provision of this Agreement to the contrary, all rights of the US Grantors and the Foreign Grantor to indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the payment in full in cash of the Secured Obligations. No failure on the part of the Company or any US Grantor or Foreign Grantor to make the payments required under applicable law or otherwise shall in any respect limit the obligations and liabilities of any US Grantor or Foreign Grantor with respect to its obligations hereunder, and each US Grantor and Foreign Grantor shall remain liable for the full amount of the obligations of such US Grantor and Foreign Grantor hereunder.

(b) Each US Grantor hereby agrees that upon the occurrence and during the continuance of an Acceleration Event, all Indebtedness owed to it by any other US Grantor shall be fully subordinated to the payment in full in cash of the Secured Obligations.

ARTICLE VII

Miscellaneous

Section 7 01 Notices All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 37 (*Notices*) of the Senior Facilities Agreement or Section 32 (*Notices*) of the Second Lien Facility Agreement, as applicable.

Section 7 02 Waivers, Amendment

(a) No failure or delay by any Secured Party in exercising any right, remedy, power or privilege hereunder or under any other Secured Debt Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges of the Secured Parties herein provided, and provided under each other Secured Debt Document, are cumulative and are not exclusive of any rights, remedies, powers and privileges provided by law. No waiver of any provision of this Agreement or consent to any departure by any US Grantor and/or the Foreign Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 6 02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan, the issuance of a Letter of Credit or the provision of services under Hedge Agreements shall not be construed as a waiver of any Default, regardless of whether any Secured Party may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Security Agent and the US Grantors and/or the Foreign Grantor with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 41 (*Amendment and Waivers*) of the Senior Facilities Agreement or Section 36 (*Amendment and Waivers*) of the Second Lien Facility Agreement, as applicable.

Section 7 03 Security Agent's Fees and Expenses, Indemnification

(a) The parties hereto agree that the Security Agent shall be entitled to reimbursement of its reasonable out-of-pocket expenses incurred hereunder and indemnity for its actions in connection herewith as provided in Sections 20 (*Other Indemnities*) and 22.3 (*Enforcement and Preservation Costs*) of the Senior Facilities Agreement or Sections 16 (*Other Indemnities*) and 18.3 (*Enforcement and Preservation Costs*) of the Second Lien Facility Agreement, as applicable

(b) Any such amounts payable as provided hereunder shall be additional Secured Obligations secured hereby and by the other Collateral Documents. The provisions of this Section 6.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Secured Debt Document, the consummation of the transactions contemplated hereby, the repayment of any of the Secured Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Secured Debt Document, or any investigation made by or on behalf of the Security Agent or any other Secured Party. All amounts due under this Section 6.03 shall be payable within 30 days of written demand therefor.

Section 7.04 Successors and Assigns The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 7.05 Survival of Agreement All agreements made by the US Grantors and, where applicable, the Foreign Grantor hereunder and in the other Secured Debt Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the execution and delivery of the Secured Debt Documents, the making of any Loans and issuance of any Letters of Credit and the provision of services under Hedge Agreements, regardless of any investigation made by any Secured Party or on its behalf and notwithstanding that any Secured Party may have had notice or knowledge of any Default at the time any credit is extended under the Facilities Agreement, and shall continue in full force and effect as long as this Agreement has not been terminated or released pursuant to Section 6.11 below.

Section 7.06 Counterparts, Effectiveness, Several Agreement This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. This Agreement shall become effective as to any US Grantor and/or the Foreign Grantor when a counterpart hereof executed on behalf of such US Grantor and/or the Foreign Grantor shall have been delivered to the Security Agent and a counterpart hereof shall have been executed on behalf of the Security Agent, and thereafter shall be binding upon such US Grantor and/or the Foreign Grantor and the Security Agent and their respective permitted successors and assigns, and shall inure to the benefit of such US Grantor and/or the Foreign Grantor, the Security Agent and the other Secured Parties and their respective permitted successors and assigns, except that no US Grantor or Foreign Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Debt Financing Agreements. This Agreement shall be construed as a separate agreement with respect to each US Grantor and the Foreign Grantor and may be amended, modified, supplemented, waived or released with respect to any US Grantor and/or the Foreign Grantor without the approval of any other US Grantor or Foreign Grantor and without affecting the obligations of any other US Grantor and/or the Foreign Grantor hereunder.

Section 7.07 Severability If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this

Agreement shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 7.08 Governing Law, Jurisdiction, Venue, Waiver of Jury Trial, Consent to Service of Process

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING ARISING UNDER OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE US GRANTORS AND THE FOREIGN GRANTOR CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE AND AGREES THAT IT WILL NOT COMMENCE OR SUPPORT ANY SUCH ACTION OR PROCEEDING IN ANOTHER JURISDICTION. EACH OF THE US GRANTORS AND THE FOREIGN GRANTOR IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE, AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 7.08 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(c) The Foreign Grantor irrevocably designates, empowers and appoints Armacell Insulation United States Holding Inc., at its offices currently located at 55 Vilcom Center Drive, Suite 200, Chapel Hill, NC 27514, United States of America, as its authorized agent (the "Process Agent") to receive and accept for and on its behalf service of summons and complaint and any other process that may be served in any such suit, action or proceeding brought in the State of New York, and agrees that the failure of the Process Agent to give any notice of any such service of process to it shall not impair or affect the validity of such service or, to the extent permitted by applicable law, the enforcement of any judgment based thereon. The appointment herein shall be irrevocable until the final payment of all amounts payable to the Secured Parties under this Agreement and the other Secured Debt Documents, except that (i) if for any reason the Process Agent appointed hereby ceases to be able to act as such, then the Foreign Grantor shall, by an instrument reasonably satisfactory to the Security Agent, appoint another Person in the Borough of Manhattan as such Process Agent subject to the approval of the Security Agent, and (ii) the Foreign Grantor, at its option and with 30 days' prior written notice to the Security Agent, replace the Process Agent with another Person meeting the requirements of clause (i). The Foreign Grantor agrees that it shall take any and all reasonable action, including the execution and filing of any

and all documents, that may be necessary to continue the designation of the Process Agent pursuant to this paragraph in full force and effect and to cause the Process Agent to act as such

(d) Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law or under the Debt Financing Agreements

Section 7 09 Headings Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement

Section 7 10 Security Interest Absolute To the extent permitted by law and subject to the Intercreditor Agreement, all rights of the Security Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each US Grantor and the Foreign Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Facilities Agreement, any other Secured Debt Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Facilities Agreement, any other Secured Debt Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Secured Obligations or (d) subject only to termination of a US Grantor's or the Foreign Grantor's obligations hereunder in accordance with the terms of Section 6 11, or any other circumstance that might otherwise constitute a defense available to, or a discharge of, any US Grantor and/or the Foreign Grantor in respect of its Secured Obligations or this Agreement

Section 7 11 Termination or Release

(a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate with respect to all Secured Obligations and any Liens arising therefrom shall be automatically released upon the Final Discharge Date, or as otherwise provided in accordance with the terms of the Secured Debt Documents

(b) Upon any sale or transfer by any US Grantor and/or the Foreign Grantor of any Collateral that is permitted under the Intercreditor Agreement and other Secured Debt Documents (other than a sale or transfer to another Obligor), or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to the Secured Debt Documents, the security interest in such Collateral shall be automatically released

(c) In connection with any termination or release pursuant to paragraph (a), or (b) of this Section 6 11, the Security Agent shall execute and deliver to any US Grantor and/or the Foreign Grantor, at the expense of such US Grantor or the Foreign Grantor, all documents that such US Grantor and/or the Foreign Grantor shall reasonably request to evidence such termination or release and shall perform such other actions reasonably requested by such US Grantor and/or the Foreign Grantor to effect such release, including delivery of certificates, securities and instruments Any execution and delivery of documents pursuant to this Section 6 11 shall be without recourse to or warranty by the Security Agent

Section 7 12 Additional Grantors Pursuant to Section 27 4 (*Guarantors*) of the Senior Facilities Agreement or Section 22 4 (*Guarantors*) of the Second Lien Facility Agreement, as applicable, certain additional Obligors may be required to enter in this Agreement as US Grantors or Foreign Grantors (solely in respect of Section 7 18 hereof) Upon execution and delivery by the Security

Agent and such Obligor of a Security Agreement Supplement, such Obligor shall become a US Grantor or Foreign Grantor hereunder with the same force and effect as if originally named as a US Grantor or Foreign Grantor herein, as applicable. The execution and delivery of any such instrument shall not require the consent of any other US Grantor or Foreign Grantor hereunder. The rights and obligations of each US Grantor and Foreign Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new US Grantor or Foreign Grantor as a party to this Agreement.

Section 7.13 Security Agent Appointed Attorney-in-Fact Each US Grantor and Foreign Grantor hereby appoints the Security Agent the attorney-in-fact of such US Grantor and Foreign Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Security Agent may deem necessary or advisable to accomplish the purposes hereof at any time (i) after and during the continuance of an Acceleration Event or (ii) following the occurrence of an Event of Default which is continuing that arises from a failure to comply with any further assurance or perfection obligation under this Agreement or the other Secured Debt Documents, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Security Agent shall have the right, upon the occurrence and during the continuance of an Acceleration Event, with full power of substitution either in the Security Agent's name or in the name of such US Grantor and Foreign Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof, (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral, (c) to sign the name of any US Grantor on any invoice or bill of lading relating to any of the Collateral, (d) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral, (e) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral, (f) to notify, or to require any US Grantor to notify, Account Debtors to make payment directly to the Security Agent, and (g) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Security Agent were the absolute owner of the Collateral for all purposes, *provided* that nothing herein contained shall be construed as requiring or obligating the Security Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Security Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Security Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any US Grantor for any act or failure to act hereunder, except for their own gross negligence, bad faith, or willful misconduct or that of any of their Affiliates, directors, officers, employees, counsel, agents or attorneys-in-fact, in each case, as determined by a final non-appealable judgment of a court of competent jurisdiction.

Section 7.14 Reasonable Care The Security Agent is required to use reasonable care in the custody and preservation of any of the Collateral in its possession in accordance with applicable law, *provided*, that the Security Agent shall be deemed to have used reasonable care in the custody and preservation of any of the Collateral, if such Collateral is accorded treatment substantially similar to that which the Security Agent accords its own property.

Section 7.15 Delegation, Limitation The Security Agent may execute any of the powers granted under this Agreement and perform any duty hereunder either directly or by or through agents or attorneys-in-fact, and shall not be responsible for the gross negligence or willful misconduct of

any agents or attorneys-in-fact selected by it with reasonable care and without gross negligence or willful misconduct

Section 7 16 Reinstatement The obligations of the US Grantors and the Foreign Grantor under this Agreement shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Company or other Obligor in respect of the Secured Obligations is rescinded or must be otherwise restored by any holder of any of the Secured Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.

Section 7 17 Miscellaneous The Security Agent shall not be deemed to have actual, constructive, direct or indirect notice or knowledge of the occurrence of any Event of Default unless and until the Security Agent shall have received a notice of Event of Default or a notice from the US Grantor or the Secured Parties to the Security Agent in its capacity as Security Agent indicating that an Event of Default has occurred

Section 7 18 Foreign Grantors Notwithstanding anything to the contrary in this Agreement, the parties hereto agree that (a) with respect to the Foreign Grantor and any future non-US Obligor party hereto, such person's Collateral shall, except to the extent otherwise provided in the applicable Security Agreement Supplement, be limited to now owned or hereafter acquired (i) Equity Interests in any entity which is or becomes a US Obligor or Material Company owned by the Foreign Grantor or such additional non-US Obligor party hereto, (ii) all certificates, instruments, agreements and rights relating thereto or arising thereunder, and (iii) all proceeds thereof

Section 7 19 Intercreditor Agreement Governs Notwithstanding anything herein to the contrary, the liens and security interests granted to the Security Agent pursuant to this Agreement, the priority of liens and the exercise of any right or remedy by the Security Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern

Section 7 20 No Prohibition The terms of this Agreement shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Secured Debt Documents and the Security Agent shall promptly enter into such documentation and/or take such other action as is required by a US Grantor and/or the Foreign Grantor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Security Agent entering into such documentation and/or taking such other action at the request of such US Grantor and/or the Foreign Grantor pursuant to this Section 6 21 shall be for the account of such US Grantor and/or the Foreign Grantor, subject to clause 22 (*Costs and Expenses*) of the Senior Facilities Agreement (or the equivalent provision of any other applicable Secured Debt Document)

Section 7 21 Obligations secured by this Agreement

By entering into or, as the case may be, acceding to this Agreement, each of the US Grantors and the Foreign Grantor expressly confirms and agrees that

- (i) the security created or intended to be created by it under or evidenced by this Agreement is intended as security for the payment and discharge of all of its Secured Obligations and without any need or requirement for any amendment or supplement to this Agreement at any time after the date of this Agreement (or, as the case may be, the date upon which such US Gran-

tor or Foreign Grantor accedes to this Agreement) notwithstanding any change in or to the Secured Obligations from time to time after such date,

(ii) its Secured Obligations are intended to extend to and to cover:

(A) all its obligations (whether present or future, actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by that such US Grantor or Foreign Grantor or some other person) arising from time to time under any Secured Debt Documents and/or owing to any Secured Party (in each case) falling within the definition of Secured Obligations from time to time (whether or not such US Grantor or Foreign Grantor or, as the case may be, such other person is party to such Secured Debt Document as at the date of this Agreement (or, as the case may be, the date upon which such US Grantor or Foreign Grantor accedes to this Agreement) or becomes party to such Secured Debt Document at any time thereafter and notwithstanding that any such obligations are not identified and/or the terms of those obligations not recorded as at the date of this Agreement (or, as the case may be, as at the date upon which such US Grantor or Foreign Grantor accedes to this Agreement) (including, without limitation, as a result of the fact of such Secured Debt Document not then existing) and notwithstanding that those obligations may differ fundamentally from all or any of, may be more onerous to such US Grantor or Foreign Grantor than all or any of, may be or give rise to new and/or additional obligations upon such US Grantor or Foreign Grantor over and above all or any of the then obligations of such US Grantor or Foreign Grantor and notwithstanding that such obligations may increase the likelihood that the security created or intended to be created under or evidenced by this Agreement will be enforced),

(B) any increase in, extension or substitution of or change to any of its obligations referred to in paragraph (a) above (however fundamentally) (including, without limitation, by way of any amendment (however fundamental), novation, termination, replacement, supplement of the Intercreditor Agreement and/or any other Secured Debt Document or, as the case may be, Secured Debt Documents or the designation (whether or not such designation is made by such US Grantor, Foreign Grantor, the Parent or any other Obligor) of a document or documents as a Secured Debt Document or, as the case may be, Secured Debt Documents falling within the definition of Secured Obligations or of a creditor or other person as a Secured Party falling within the definition of Secured Obligations and whether or not such document, creditor or person is or such documents are designated directly as a Secured Debt Document or, as the case may be, Secured Debt Documents or, as applicable, a Secured Party or are designated indirectly by way of being designated as a document or documents of a type or class which type or class falls within the then current definition of Secured Debt Documents in the Intercreditor Agreement or, as applicable, by way of being designated as a creditor or person of a type or class which type or class falls within the then current definition of Secured Party in the Intercreditor Agreement and whether or not any such designation is made pursuant to the Intercreditor Agreement or pursuant to any other Secured Debt Document (including any of any such type or class), and

(C) the security created or intended to be created under or evidenced by this Agreement is intended as security for the payment and discharge of its Secured Obligations notwithstanding any change of the Security Agent and/or any change

of the Secured Parties from time to time (including, without limitation, a change to all or substantially all of the Secured Parties) and/or any amendment (however fundamental), novation, termination, replacement, supplement of the Intercreditor Agreement (including, without limitation, the terms upon which the Security Agent holds the Security created or intended to be created under or evidenced by this Agreement) and/or any other Secured Debt Document

Section 7.22 Acknowledgment of Bail-In Notwithstanding any other term of any Secured Debt Document or any other agreement, the parties to this Agreement expressly acknowledge that the liabilities of Deutsche Bank AG, London Branch are subject to European Union legislation based on Article 55 of the EU Bank Recovery and Resolution Directive 2014/59/EU of the European Parliament and the European Council. Consequently the parties to this Agreement acknowledge that liability of Deutsche Bank AG, London Branch under this Agreement may be subject to the powers of the competent EU resolution authority and agree to be bound by, without limitation, any reduction in full or in part, or cancellation or conversion of any liability that is affected by the exercise of the powers by the competent EU resolution authority

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written

**ARMACELL INSULATION UNITED STATES
HOLDING INC., as a Grantor**

By

[Redacted Signature]

Name Thomas W Himmel
Title Vice President

**ARMACELL UNITED STATES HOLDINGS, LLC,
as a Grantor**

By

[Redacted Signature]

Name Thomas W Himmel
Title Vice President

ARMACELL, LLC, as a Grantor


By

[Redacted Signature]

Name Thomas W Himmel
Title Vice President

ARMACELL UK LIMITED, as a Foreign Grantor

By


Name: STEPHEN CLIVE STURM
Title: DIRECTOR

SIGNED IN THE PRESENCE OF.



DANIEL HARRISON

1 TORNDIKE, HILSTON, CORNWALL

DEUTSCHE BANK AG, LONDON BRANCH, as
Security Agent

By.

Name:

Title:

Philip Hargreaves
Assistant Vice President

Craig Hoepfi
Vice President

Schedule I
to the Security Agreement

**EXACT LEGAL NAME, LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF
EXECUTIVE OFFICE**

| <u>Exact Legal Name</u> | <u>Jurisdiction of Organization</u> | <u>Organizational ID</u> | <u>Chief Executive Office or Sole Place of Business</u> |
|---|---|------------------------------|---|
| Armacell UK Limited | United Kingdom | N/A | Mars Street, Oldham, Lancashire, OL9 6LY, United Kingdom |
| Armacell Insulation United States Holding Inc | Delaware | 45-4611880 | 55 Vilcom Center Drive, Suite 200, Chapel Hill, NC 27514 |
| Armacell United States Holdings, LLC | Delaware | 56-2242480 | 55 Vilcom Center Drive, Suite 200, Chapel Hill, NC 27514 |
| Armacell, LLC | Delaware | 51-0392836 | 55 Vilcom Center Drive, Suite 200, Chapel Hill, NC 27514 |

Schedule II
to the Security Agreement

PLEDGED EQUITY AND PLEDGED DEBT

1 Pledged Equity

| Record Owner | Issuer | Certificate No. (to the extent certificated) | No. Shares/Share Class | Percentage of Ownership | Percent Pledged |
|--------------------------------------|--|---|---------------------------------------|--|----------------------------|
| Armacell UK Limited | Armacell Insulation United States Holding Inc | 1 | 100 | 100% | 100% |
| Armacell United States Holdings, LLC | Armacell, LLC | 01 | 100% membership interest | 100% | 100% |

2 Pledged Debt

None

SUPPLEMENT NO ____ dated as of [•] (the “**Supplement**”), to the Security Agreement (the “**Security Agreement**”), dated as of May 27, 2016, among the US Grantors and Foreign Grantor identified therein and Deutsche Bank AG, London Branch, as Security Agent

A Reference is made to (i) the Senior Facilities Agreement dated as of February 15, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Senior Facilities Agreement**”), among AVOCADO HOLDCO LUXEMBOURG S À R L , a *société à responsabilité limitée* incorporated in the Grand Duchy of Luxembourg (“**Parent**”), AVOCADO BIDCO LUXEMBOURG S À R L , a *société à responsabilité limitée* incorporated in the Grand Duchy of Luxembourg (the “**Company**”), the other Borrowers and Guarantors party thereto from time to time, each lender from time to time party thereto (collectively, the “**Senior Lenders**” and individually, a “**Senior Lender**”), and Deutsche Bank AG, London Branch, as Agent and Security Agent and the other agents named therein and (ii) the Second Lien Facility Agreement dated as of February 15, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Second Lien Facility Agreement**”, and together with the Senior Facilities Agreement, the “**Facilities Agreements**”), among **Parent**, the **Company**, the other Borrowers and Guarantors party thereto from time to time, each lender from time to time party thereto (collectively, the “**Second Lien Lenders**” and individually, a “**Second Lien Lender**”, the **Senior Lenders** and **Second Lien Lenders**, collectively the “**Secured Parties**” and individually, a “**Secured Party**”), and Deutsche Bank AG, London Branch, as Agent and Security Agent and the other agents named therein

B Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Facilities Agreement and the Security Agreement

C Section 6.12 of the Security Agreement provides that additional Obligor(s) of the Company may become a US Grantor or a Foreign Grantor under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned (the “**New Grantor**”) is executing this Supplement in accordance with the requirements of the Facilities Agreement to become a US Grantor or a Foreign Grantor under the Security Agreement

D Accordingly, the Security Agent and the New Grantor agree as follows

SECTION 1 In accordance with Section 6.12 of the Security Agreement, the New Grantor by its signature below becomes a US Grantor or a Foreign Grantor under the Security Agreement with the same force and effect as if originally named therein as a US Grantor or a Foreign Grantor, as applicable, and the New Grantor hereby (b) agrees to all the terms and provisions of the Security Agreement applicable to it as a US Grantor or a Foreign Grantor, as applicable, thereunder and (b) represents and warrants that the representations and warranties made by it as a US Grantor or a Foreign Grantor, as applicable, thereunder are true and correct in all material respects on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Secured Obligations, does hereby create and grant to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor’s right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a “US Grantor” or a “Foreign Grantor”, as applicable, in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2 This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Security Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor and the Security Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 3 Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 4 The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the information required by Schedules I and II to the Security Agreement applicable to it.

SECTION 5 THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 If any provision of this Supplement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Supplement shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 7 All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 8 The New Grantor agrees to reimburse the Security Agent for its reasonable out-of-pocket expenses in connection with the execution and delivery of this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Security Agent.

SECTION 9 Notwithstanding anything herein to the contrary, the liens and security interests granted to the Security Agent pursuant to this Supplement, the priority of liens and the exercise of any right or remedy by the Security Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor Agreement and this Supplement, the terms of the Intercreditor Agreement shall govern.

[Signature pages follow]

IN WITNESS WHEREOF, the New Grantor and the Security Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written

[NAME OF NEW GRANTOR]

By _____
Name _____
Title _____

Legal Name
Jurisdiction of Formation
Location of Chief Executive Office

DEUTSCHE BANK AG, LONDON BRANCH, as Security Agent

By _____
Name _____
Title _____

**EXACT LEGAL NAME, LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF
EXECUTIVE OFFICE**

Exact Legal Name Jurisdiction of Organization Organizational I D Chief Executive
Office or Sole
Place of Business

PLEDGED EQUITY AND PLEDGED DEBT

1 Pledged Equity

| Current Legal Entities Owned | Record Owner | Certificate No. (to the extent certi- ficated) | No. Shares |
|---------------------------------|--------------|--|------------|
| | | | |

2 Pledged Debt

[List]