Registration of a Charge

Company name: ARCHROMA UK, LTD

Company number: 08461738

Received for Electronic Filing: 15/12/2016



Details of Charge

Date of creation: 14/12/2016

Charge code: 0846 1738 0003

Persons entitled: BANK OF AMERICA MERRILL LYNCH INTERNATIONAL LIMITED

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or

undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: a person with an interest in the registration of the charge.

Authentication of Instrument

Certification statement: I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT

TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION

FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: SHEARMAN & STERLING (LONDON) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8461738

Charge code: 0846 1738 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th December 2016 and created by ARCHROMA UK, LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th December 2016.

Given at Companies House, Cardiff on 16th December 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





SHEARMAN & STERLINGUE

EXECUTION VERSION

Dated 14 December 2016

ARCHROMA UK, LTD

as Chargor

- and -

BANK OF AMERICA MERRILL LYNCH INTERNATIONAL LIMITED

as Collateral Agent

SUPPLEMENTAL DEBENTURE relating to a debenture dated 1 July 2015 made between the Chargor and the Collateral Agent

ABU DHABI | BEIJING | BRUSSELS | DUBAI | FRANKFURT | HONG KONG | LONDON | MENLO PARK | MILAN | NEW YORK PARIS | ROME | SAN FRANCISCO | SÃO PAULO | SAUDI ARABIA* | SHANGHAI | SINGAPORE | TOKYO | TORONTO | WASHINGTON, DC

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BETWEEN:

- (1) **Archroma UK, Ltd**, a private limited company incorporated under the laws of England and Wales with registered number 08461738, having its registered address at 7th Floor, 11 Old Jewry, London EC2R 8DU, United Kingdom as chargor (the "**Chargor**"); and
- (2) **Bank of America Merrill Lynch International Limited**, a private limited company with registered number 01009248 incorporated under the laws of England and Wales having its registered address at 2 King Edward Street, London EC1A 1HQ as the Collateral Agent.

WHEREAS:

- (A) The Chargor and the Collateral Agent entered into a debenture dated 1 July 2015 (the "**Original Debenture**") pursuant to which it created Security over certain of its assets as security for the payment and discharge of the Secured Obligations.
- (B) The credit agreement dated 1 July 2015 between, among others, Holdings, the Borrower, the Chargor and the Collateral Agent (the "Original Credit Agreement") is to be amended and restated in accordance with an amendment and restatement agreement dated 16 November 2016 between, among others, Holdings, the Borrower, the Chargor and the Collateral Agent (the "First Amendment and Restatement Agreement").
- (C) The Chargor and the Collateral Agent consider that, and by entering into this Deed confirm that, the Security created under the Original Debenture secures the Secured Obligations arising pursuant to the Original Credit Agreement as amended and restated pursuant to the First Amendment and Restatement Agreement (as so amended and restated the "Restated Credit Agreement").
- (D) This Deed is confirmatory and supplemental to the Original Debenture and, to the extent that there is any doubt as to whether the Security created by the Original Debenture secures all of the Secured Obligations, the Chargor enters into this Deed to grant new security as set out in Clause 3 (Security) of this Deed.
- (E) The Chargor is a Guarantor of the Guaranteed Obligations (as defined in the Restated Credit Agreement).
- (F) The Chargor is a party to the Management Fee Subordination Agreement.
- (G) The Chargor has realised and continues to realise substantial direct and indirect benefits as a result of being party to the Original Credit Agreement and Management Fee Subordination Agreement and the transactions contemplated thereby.
- (H) The Chargor expects to realise substantial direct and indirect benefits as a result of being party to the Restated Credit Agreement.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**: In this Deed, unless the context otherwise requires, words and expressions defined in the Original Debenture (whether expressly or by reference to another document and as such document is amended and/or restated from time to time) shall have the same meaning when used in this Deed and, in addition, in this Deed:

[&]quot;Secured Obligations" means:

- (a) all Obligations (as defined in the Restated Credit Agreement) of any Obligor due, owing or incurred under or in connection with the Loan Documents to the Collateral Agent, any Receiver or other Secured Party including, without limitation, under any amendments, supplements or restatements of any Loan Document (however fundamental) or in relation to any change of purpose, new or increased advances or utilisations, any extensions of any date for payment, incremental commitments or facilities (in each case to the extent permitted under the Loan Documents) and including, for the avoidance of doubt all amendments made pursuant to the First Amendment and Restatement Agreement;
- (b) all obligations of the Obligors under each Permitted Hedging Agreement;
- (c) all obligations of all Obligors arising in connection with Secured Bank Products and the agreements governing the same; and
- (d) any other Secured Obligations (as defined in the Restated Credit Agreement).

"Secured Parties" shall mean, collectively:

- (a) with respect to the Obligations, the Administrative Agent, the Collateral Agent, each other Agent, the Issuing Bank and the Lenders, any receiver and manager or administrative receiver of the whole or any part of the Collateral or any Delegate;
- (b) with respect to obligations under Permitted Hedging Agreements intended to protect against fluctuations in interest rates, the Administrative Agent, the Collateral Agent, each other Agent, the Issuing Bank, the Lenders and each counterparty to a Permitted Hedging Agreement relating to the Loans if (i) at the date of entering into such Hedging Agreement such counterparty was an Agent, Issuing Bank, a Lender or an Affiliate of an Agent, Issuing Bank or Lender, and (ii) such counterparty executes and delivers to the Administrative Agent a letter agreement in form and substance reasonably acceptable to the Administrative Agent pursuant to which such counterparty (x) appoints the Administrative Agent and the Collateral Agent as its agents under the applicable Loan Documents and (y) agrees to be bound by the provisions of Sections 10.03, 11.03 and 11.09 of the Restated Credit Agreement as if it were a Lender; and
- (c) with respect to obligations arising in connection with Secured Bank Products and the agreements governing same, any person that is or was a Lender or an Affiliate thereof that is party to any such agreement.
- "Security" means any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect or any other Lien (as defined in the Restated Credit Agreement).

"this Deed" means this supplemental debenture as varied, amended or supplemented from time to time.

1.2 **Credit Agreement**: Unless otherwise expressly defined in this Deed or the context otherwise requires, words and expressions defined in the Restated Credit Agreement have the same meaning in this Deed or any notice given under or in connection to this Deed.

1.3 Construction

(a) Clauses 1.3(a), (b), (c) and (e) to (m) inclusive of the Original Debenture shall apply to this Deed as if set out in full, with references to "this Deed" or "this document" being construed as references to this Deed and references to the "Loan Documents" being construed to include a reference to this Deed and defined terms used in those provisions which are otherwise defined in the Original Debenture having the meaning given to them in this Deed.

- (b) A "Loan Document" or any other agreement or instrument is (other than a reference to a "Loan Document" or any other agreement or instrument in its "original form") a reference to that Loan Document or other agreement or instrument as amended, novated, supplemented, extended or restated from time to time to the extent permitted under the other Loan Documents including to reflect any increase of the amount of the facilities provided thereunder, an extension of their maturities or introduction of any additional secured obligations within such document and shall include a reference to the Restated Credit Agreement and to this Deed.
- 1.4 **Deed**: This document is to take effect as a deed notwithstanding that the Collateral Agent has executed it under hand only.
- 1.5 **Law of Property (Miscellaneous Provisions) Act 1989**: The terms of the other Loan Documents and other documents under which the Secured Obligations arise and of any side letters relating thereto between the Chargor and any of the Secured Parties are incorporated herein to the extent required for any purported disposition of the Charged Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.6 **Law of Property (Miscellaneous Provisions) Act 1994**: The obligations of the Chargor under this Deed and any document entered into pursuant to this Deed shall be in addition to the covenants deemed to be included in this Deed or such other document by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.
- 1.7 **Schedules**: Any failure to state any Intellectual Property, Real Property, Investments or Personal Chattels of any Chargor on the date of this Deed in any of Schedule 1 (*Details of the Scheduled Real Property*), Schedule 2 (*Details of the Scheduled Intellectual Property*), Schedule 3 (*Details of the Scheduled Investments*) or Schedule 4 (*Details of the Scheduled Personal Chattels*) will not affect any Charges over such assets.
- 1.8 **Third party rights**: Save as expressly stated in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- 1.9 **Management Fee Subordination Agreement:** This Deed is subject to the terms of the Management Fee Subordination Agreement and, in the event of any inconsistency the terms of the Management Fee Subordination Agreement shall prevail.

2. COVENANT TO PAY AND CONFIRMATION OF SECURITY

- 2.1 **Covenant to pay**: The Chargor shall on demand pay or discharge to the Collateral Agent the Secured Obligations when the same have become due in the manner provided for in the Loan Documents.
- 2.2 **Interest**: If the Chargor fails to pay any Secured Obligations on the due date for payment of that sum, such Chargor shall on demand pay to the Collateral Agent interest on all such sums from the due date until the date of payment (both before and after judgment) to the extent interest at a default rate is not otherwise being paid on such sum calculated and payable in accordance with the rate and in the manner specified in the Restated Credit Agreement. Any such interest not paid when due shall be compounded and bear interest calculated as provided above.
- 2.3 **Proportionate discharge**: Each sum appropriated by the Collateral Agent in accordance with the Loan Documents towards payment of accrued default interest on any Secured Obligations which have not been paid on their due date under any obligation under the Loan Documents which constitutes a Secured Obligation shall to the extent of that appropriation discharge the Chargor's obligations to pay such interest under Clause 2.2 (*Interest*).

- 2.4 **Confirmation of Security:** Notwithstanding any amendment made to the Loan Documents and any new Security created pursuant to this Deed, the Chargor hereby expressly:
 - (a) acknowledges and agrees to the amendments to the Loan Documents effected pursuant to the terms of the Restated Credit Agreement;
 - (b) confirms and acknowledges that notwithstanding the effectiveness of the Restated Credit Agreement and the transactions contemplated thereby the guarantees, covenants, indemnities, undertakings and Security created by the Chargor, and the other obligations of the Chargor, under the Original Debenture:
 - (i) extend and were always intended to extend to the future obligations of the Chargor including, without limitation, those obligations of the Chargor under the Loan Documents (as amended by the First Amendment and Restatement Agreement); and
 - (ii) continue and shall continue in full force and effect as a continuing security for the obligations of the Chargor under the Loan Documents (as amended by the First Amendment and Restatement Agreement) and the other Secured Obligations;
 - (c) confirms and acknowledges that the obligations of the Chargor arising under or in connection with the Loan Documents (as amended by the First Amendment and Restatement Agreement) are included in the obligations and liabilities that are guaranteed or otherwise secured by the Chargor under the Original Debenture notwithstanding the imposition of any amended, new or more onerous obligations under the Loan Documents (as amended by the First Amendment and Restatement Agreement);
 - (d) agrees and acknowledges that the First Amendment and Restatement Agreement is a "Loan Document" (under and as defined in the Original Debenture); and
 - (e) agrees and acknowledges that all obligations and liabilities of the Chargor in respect of the Loan Documents (as amended pursuant to the First Amendment and Restatement Agreement) are "Secured Obligations" (under or as defined in the Original Debenture).

3. SECURITY

- 3.1 **Creation of Security**: All Security created under this Deed is:
 - (a) made in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties);
 - (b) made by the Chargor with full title guarantee subject only to the Original Debenture;
 - (c) Security for the payment and discharge of all Secured Obligations; and
 - (d) in addition to and does not affect the Security created pursuant to the Original Debenture.

All Charged Assets are excluded from the Charges created pursuant to Clause 3.2(d) (Security) to the extent specifically assigned pursuant to Clause 3.2(e) (Security).

- 3.2 **Security**: The Chargor as continuing and further security for the payment and discharge of the Secured Obligations charges and agrees to mortgage, charge and/or assign in favour of the Collateral Agent with full title guarantee (subject to the Original Debenture) all assets which are mortgaged, charged and/or assigned to the Collateral Agent pursuant to the Original Debenture by way of:
 - (a) legal mortgage to the extent so mortgaged under the Original Debenture;
 - (b) equitable mortgage to the extent so mortgaged under the Original Debenture;

- (c) fixed charge to the extent so charged under the Original Debenture;
- (d) floating charge to the extent so charged under the Original Debenture; and
- (e) assignment by way of security to the extent so assigned under the Original Debenture,

in each case in the manner and to the extent described in clause 3 (Security) of the Original Debenture as if that clause was set out in full in this Deed and subject to Clause 3.4 (General Provisions relating to Security).

3.3 Floating Charge:

- (a) The floating charge created by the Chargor pursuant to clause 3.2 (*Security*) is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Deed.

3.4 General provisions relating to Security:

- (a) The Collateral Agent shall, in relation to the Security created pursuant to this Deed have the same rights and obligations in relation to the Charged Assets as are expressed to be granted to it or assumed by it under the Original Debenture.
- (b) The Security created by the Chargor pursuant to this Deed shall be separate and distinct from and shall not merge with nor exclude or prejudice the Security created by such Chargor over the Charged Assets pursuant to any other Loan Document.
- (c) This Clause 3 is without prejudice to Clause 2 (Covenant to Pay and Confirmation of Security).
- (d) Where this Deed purports to create first ranking Security, that Security will be second ranking Security taking effect subject only to any equivalent Security created by the Original Debenture until such time as and to the extent that the relevant Security created by the Original Debenture ceases to have effect.
- (e) Where a right or asset has been assigned (subject to a proviso for a re-assignment on redemption) under the Original Debenture and the same asset or right is expressed to be assigned again under this Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security created by the Original Debenture ceases to have effect at a time when this Deed still has effect. At such time as the Security created by the Original Debenture ceases to have effect, and immediately following a request from the Collateral Agent, the Chargor shall give notice of assignment to the relevant counterparty in substantially the form required for notice to such counterparty set out in Schedule 6 (Notices for Bank Accounts) or Schedule 9 (Notices of Assignment) to the Original Debenture, as appropriate.
- (f) To the extent that any Charged Asset constitutes "financial collateral" within the definition of the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No.3226) the provisions in clause 14.6 of the Original Debenture shall apply to such Financial Collateral as if set full in this Deed.

3.5 **Security trust:**

(a) The Collateral Agent holds the benefit of this Deed on trust for the Secured Parties and (i) the rights, powers, authorities and discretions given to the Collateral Agent under the Restated Credit Agreement shall apply to the Collateral Agent acting as holder of the benefit of this Deed on trust for the Secured Parties and shall be supplemental to the Trustee Act 1925 and

the Trustee Act 2000 in addition to any which may be vested in the Collateral Agent by law or regulation; and (ii) the powers of delegation of the Collateral Agent and the exculpations and exclusions afforded to the Collateral Agent under the Restated Credit Agreement shall apply to the Collateral Agent in its capacity as holder of the benefit of this Deed on trust for the Secured Parties.

- (b) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Collateral Agent in relation to the trusts constituted by this Agreement. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Deed, the provisions of this Deed shall, to the extent permitted by law and regulation, prevail and in the case of any inconsistency between the Trustee Act 2000, the provisions of this Deed shall constitute a restriction or exclusion for the purposes of the Trustee Act 2000.
- (c) On a release of all the Charges constituted by this Deed pursuant to clause 23.11 (Final redemption) of the Original Debenture (as incorporated into this Deed pursuant to Clause 4 below) the trusts set out in this Deed shall be wound up.

4. INCORPORATION OF THE ORIGINAL DEBENTURE

- Subject to paragraph (b) below, clauses 3.5 (Automatic Crystallisation) to 25.3 (Delivery) inclusive of the Original Debenture and all schedules to the Original Debenture (with the exception of Schedule 1 (Details of the Scheduled Real Property), Schedule 2 (Details of the Scheduled Intellectual Property), Schedule 3 (Details of the Scheduled Investments) Schedule 4 (Details of the Scheduled Personal Chattels), Schedule 5 (Details of the Scheduled Bank Accounts) and Schedule 8 (Assigned Contracts) of the Original Debenture, which shall be replaced by Schedule 1 (Details of the Scheduled Real Property), Schedule 2 (Details of the Scheduled Intellectual Property), Schedule 3 (Details of the Scheduled Investments), Schedule 4 (Details of the Scheduled Personal Chattels), Schedule 5 (Details of Scheduled Bank Accounts) and Schedule 6 (Assigned Contracts) respectively) shall apply as between the Chargor and the Collateral Trustee as if repeated and set out in full herein, mutatis mutandis and with:
 - (i) references to "this Deed" being construed as references to this Deed and references to the "Loan Documents" being construed to include a reference to this Deed;
 - (ii) defined terms used in those provisions which are otherwise defined in this Deed having the meaning given to them in this Deed;
 - (iii) references to "Scheduled Real Estate" being construed as references to the Real Estate the details of which are set out in Schedule 1 (Details of the Scheduled Real Property);
 - (iv) references to "Scheduled Intellectual Property" being construed as references to the Intellectual Property the details of which are set out in Schedule 2 (Details of the Scheduled Intellectual Property);
 - (v) references to "Scheduled Investments" being construed as references to the Investments the details of which are set out in Schedule 3 (Details of the Scheduled Investments);
 - (vi) references to "Scheduled Personal Chattels" being construed as references to the Personal Chattels the details of which are set out in Schedule 4 (*Details of the Scheduled Personal Chattels*);

- (vii) references to "Scheduled Bank accounts" being construed as references to the Bank Accounts the details of which are set out in Schedule 5 (Details of the Scheduled Bank Accounts); and
- (viii) references to the Assigned Contracts being construed as references to the Assigned Contracts the details of which are set out in Schedule 6 (Assigned Contracts)
- (b) Without prejudice to paragraph (a) above, the Chargor makes the representations and warranties expressed to be made by it under of the Original Debenture on the date of this Deed.

5. **GENERAL OBLIGATIONS**

5.1 **Negative pledge and disposals:** Clause 4.1 (*Negative pledge and disposals*) of the Original Debenture shall apply to this Deed as if set out in full in this Deed.

5.2 **People with significant control:** The Chargor:

- (a) represents that no "warning notice" or "restrictions notice" (in each case as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006) has been issued to any Chargor in respect of all or any part of the shares in any of its Subsidiaries and remains in effect; and
- (b) shall:
 - (i) comply with any notice served on it by any of its Subsidiaries pursuant to Part 21A of the Companies Act 2006 and within the timeframe specified in that notice; and
 - (ii) promptly provide the Collateral Agent with a copy of any such notice.

6. PARTIAL INVALIDITY

If at any time any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect (or any of the Charges intended to be created by or pursuant to this Deed is ineffective) in any jurisdiction, that shall not affect the legality, validity or enforceability of:

- (a) the remaining provisions or the effectiveness of any of the remaining Charges in that jurisdiction; or
- (b) that or any other provision or the effectiveness of such Charges in any other jurisdiction.

7. THE CONTEMPORANEOUS ACCESSION TO ORIGINAL DEBENTURE

The Chargor shall procure that any Subsidiary of Holdings which becomes a Chargor under and as defined in the Original Debenture shall (unless otherwise directed in writing by the Collateral Agent) become a Chargor under this Deed.

8. **COUNTERPARTS**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

9. **CHANGES TO PARTIES**

The Collateral Agent and any Secured Party may at any time assign or otherwise transfer all or any part of its rights under this Deed in accordance with and subject to the Loan Documents. Subject to the provisions of the Restated Credit Agreement, the Collateral Agent shall be entitled to disclose such information concerning the Chargor and this Deed as the Collateral Agent considers appropriate to any

actual or proposed direct or indirect successor, or to any person to whom information may be required to be disclosed by any applicable law. The Chargor may assign, transfer or novate any rights or obligations under this Deed without the prior written consent of the Collateral Agent.

10. GOVERNING LAW AND SUBMISSION TO JURISDICTION

10.1 **Governing law**: This Deed is governed by and shall be construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this Deed are governed by English law.

10.2 **Jurisdiction**:

- (a) Subject to paragraph (c) below, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) or the consequences of its nullity (a "Dispute").
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle any Disputes between them and accordingly no party shall argue to the contrary.
- (c) This Clause is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking:
 - (i) proceedings relating to a Dispute in any other courts with jurisdiction; and
 - (ii) to the extent allowed by law, concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF the parties hereto have caused this Deed to be duly executed as a deed but it shall not be treated as being delivered until the date first written above.

SCHEDULE 1 Details of the Scheduled Real Property

SCHEDULE 2 Details of the Scheduled Intellectual Property

SCHEDULE 3 Details of the Scheduled Investments

SCHEDULE 4 Details of the Scheduled Personal Chattels

SCHEDULE 5 Details of the Scheduled Bank Accounts

Account Holder	Bank	Bank Account number
Archroma UK, Ltd	Bank of America NA	

SCHEDULE 6 Assigned Contracts

SIGNATORIES EXECUTED AS A DEED by ARCHROMA UK, LTD acting by a director Name(s). Name(s).

Witness's signature

Name B COOLEN

Address ARCHROMA MONT POTNACH

Notice Details

Address: Archroma Management LLC, Neuhofstrasse 11, TechCenter B.01.21, 4153 Reinach, Switzerland

Email:

Attention: Michel Zumstein

EXECUTED by BANK OF AMERICA MERRILL INTERNATIONAL LIMITED	LYNCH)	ı	
acting by Kalen Hrul acting under the authority of BANK OF AMERICA MERRILL INTERNATIONAL LIMITED	LYNCH)		
			Title:	Karen Hall Assistant Vice President

Notice Details

Address: Bank of America Merrill Lynch International Limited, 26 Elmfield Road, Bromley, BR1 1LR

Facsimile:

Attention: Greg Williams (CSR)