



Registration of a Charge

Company name: **CHEMTURA EUROPE LIMITED**

Company number: **SC097824**



X4C6PK2W

Received for Electronic Filing: **22/07/2015**

Details of Charge

Date of creation: **13/07/2015**

Charge code: **SC09 7824 0003**

Persons entitled: **BARCLAYS BANK PLC, AS COLLATERAL AGENT FOR ITSELF AND THE OTHER SECURED PARTIES (EACH AS DEFINED IN THE INSTRUMENT EVIDENCING THE CHARGE ACCOMPANYING THIS FORM MR01).**

Brief description:

Contains floating charge(s) .

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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 97824

Charge code: SC09 7824 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 13th July 2015 and created by CHEMTURA EUROPE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd July 2015 .

Given at Companies House, Edinburgh on 27th July 2015

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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DEED OF CONFIRMATION

between

CHEMTURA EUROPE LIMITED

and

BARCLAYS BANK PLC as Collateral Agent

Re: Floating Charge dated 30 October and 6 November 2014

66 Queens Road, Aberdeen, AB15 4YE DX AB17
Tel 0330 222 0050
www.mms.co.uk

Ref NXZH/SXF/BAR/0230/00182

BAR/0230/00182/263354D6 v3

THIS DEED OF CONFIRMATION is made between:

- (1) **CHEMTURA EUROPE LIMITED**, a company incorporated under the Companies Acts (company number SC097824) and having its registered office formerly at 4th Floor, Saltire Court, 20 Castle Terrace, Edinburgh, EH1 2EN and now at 3-5 Melville Street, Edinburgh, EH3 7PE (the "**Chargor**");

in favour of

- (2) **BARCLAYS BANK PLC** as Collateral Agent for itself and the other Secured Parties (the "**Collateral Agent**").

WHEREAS:

- (A) In connection with a second amended and restated credit agreement dated 6 August 2014 between, *inter alios*, MacDermid Holdings LLC, MacDermid, Incorporated, Platform Speciality Products Corporation (F/K/A Platform Acquisition Holdings Limited) (as Borrowers), certain subsidiaries of the Borrowers, the Lenders (as defined therein), Credit Suisse Securities (USA) LLC and the Collateral Agent certain lenders have made certain facilities available to the Borrowers (the "**Second Amended and Restated Credit Agreement**").
- (B) The Chargor became party to the Second Amended and Restated Credit Agreement by executing a foreign joinder agreement dated 3 November 2014 and granted a bond and floating charge in favour of the Collateral Agent dated 30 October and 6 November 2014 and delivered on 13 November 2014 (the "**Floating Charge**").
- (C) The Second Amended and Restated Credit Agreement has been amended on 13 February 2015 by execution of an Amendment No.3 to the Second Amended and Restated Credit Agreement ("**Amendment No.3**") and the Chargor is entering into Amendment No.3 by executing a foreign joinder agreement (the "**Amendment Foreign Joinder**") dated on or around the date of this Deed. Pursuant to the Amendment No.3 and the Amendment Foreign Joinder the value of the liabilities forming the Secured Obligations (as defined in the Floating Charge) will increase.
- (D) The Chargor and the Collateral Agent are entering into this Deed to confirm the terms of the Floating Charge.

IT IS AGREED as follows:

1. **GENERAL**

1.1 **Interpretation**

1.1.1 Terms defined in the Second Amended and Restated Credit Agreement as amended by Amendment No. 3 have the same meaning when used in this Deed.

1.1.2 Unless a contrary indication appears, any reference in this Deed to:

- (a) any **"Chargor"**, **"Collateral Agent"**, **"Secured Party"**, **"Borrower"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Collateral Agent, any person for the time being appointed as Collateral Agent or Collateral Agents in accordance with the Loan Documents;
- (b) the **"Second Amended and Restated Credit Agreement"**, a **"Loan Document"** or any other agreement or instrument is a reference to that Loan Document or other agreement or instrument as from time to time amended, novated, supplemented, replaced, extended or restated in whole or in part;
- (c) a provision of law is a reference to that provision as from time to time amended or re-enacted;
- (d) **"document"** includes any deed, instrument (including negotiable instrument) or other document of any kind;
- (e) any matter **"including"** specific instances or examples of such matter shall be construed without limitation to the generality of that matter (and references to **"include"** shall be construed accordingly);
and
- (f) **Clauses** are to the clauses to this Deed.

1.1.3 Clause headings are for ease of reference only.

1.1.4 Words in the singular shall import the plural and vice versa.

1.1.5 Words defined in the Companies Act 2006 have the same meanings in this Deed.

1.2 Inconsistency between this Deed and the Second Amended and Restated Credit Agreement

If there is any conflict or inconsistency between any provision of this Deed and any provision of the Second Amended and Restated Credit Agreement as amended by Amendment No.3, the provisions of the Second Amended and Restated Credit Agreement as amended by Amendment No.3 shall prevail.

1.3 Security trust provisions

The Collateral Agent holds the benefit of this Deed on trust for the Secured Parties in accordance with article 10 of the Second Amended and Restated Credit Agreement and clause 1.5 of the Floating Charge.

2. CONFIRMATION

The Chargor irrevocably and unconditionally confirms for the benefit of the Collateral Agent that:

2.1 the Floating Charge and the security granted thereunder remain in full force and effect notwithstanding the entry into this Deed, the Amendment No.3 and the Amendment Foreign Joinder and any amendment to the Chargor's obligations and liabilities thereunder; and

2.2 with effect on and from the date of this Deed, the Floating Charge will be amended and supplemented by this Deed so that all references in the Loan Documents to the Collateral Documents shall include this Deed and this Deed shall be read as one with the Collateral Documents.

3. PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

4. **REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of the Collateral Agent (or any other Secured Party), any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

5. **AMENDMENTS AND WAIVERS**

Any provision of this Deed may be amended only if the Collateral Agent and the Chargor so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Collateral Agent so agrees in writing. A waiver given or consent granted by the Collateral Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

6. **NOTICES**

Article 11.02 (*Notices and Other Communications: Fascimile Copies*) of the Second Amended and Restated Credit Agreement is incorporated into this Deed as if fully set out in this Deed.

7. **GOVERNING LAW**

This Deed is governed by and construed in accordance with the laws of Scotland.

8. ENFORCEMENT

8.1 Jurisdiction of Scottish courts

8.1.1 The courts of Scotland 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) (a "Dispute").

8.1.2 The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

8.1.3 This Clause 8.1 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

The Chargor expressly agrees and consents to the provisions of this Clause 8 and Clause 7 (*Governing law*).

IN WITNESS WHEREOF this deed of confirmation consisting of this and the preceding 5 pages has been executed as follows:

Chargor

Executed (but not delivered until the date of delivery specified below) for and on behalf of
CHEMTURA EUROPE LIMITED

by

..... Director

Frank J Monteiro

in the presence of this witness:

..... Witness
..... Full name

..... Address

.....

at: Waterbury, CT

on: June 15, 2015

Date of delivery: July 13, 2015

Collateral Agent

Executed (but not delivered until the date of delivery specified below) for and on behalf of

BARCLAYS BANK PLC

as Collateral Agent

by

.....
.. Director
AUTHORIZED SIGNATORY
in the presence of this witness:

..... Witness
..... Mathew Cybul Full name
..... 745 7th Avenue Address
..... New York, NY 10019

at: NEW YORK, NY

on: JULY 8, 2015

Date of delivery: JULY 13, 2015