



Registration of a Charge

Company name: **MILLENNIUM INORGANIC CHEMICALS OVERSEAS HOLDINGS**
Company number: **02362264**



X8X10SZ7

Received for Electronic Filing: **20/01/2020**

Details of Charge

Date of creation: **15/01/2020**
Charge code: **0236 2264 0008**
Persons entitled: **BANK OF AMERICA, N.A. (AS COLLATERAL AGENT)**
Brief description: **NOT APPLICABLE**
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:

MICHAEL SPURRITT



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2362264

Charge code: 0236 2264 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th January 2020 and created by MILLENNIUM INORGANIC CHEMICALS OVERSEAS HOLDINGS was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th January 2020 .

Given at Companies House, Cardiff on 21st January 2020

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

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with s.859A of the Companies Act 2006 is a correct copy of the original security instrument.

Signature: Latham & Watkins
Name: LATHAM & WATKINS
Title: JOEL K. FORJ
Date: 22/01/2020

EXECUTION VERSION

PLEDGE SUPPLEMENT

This **PLEDGE SUPPLEMENT**, dated January 15, 2020, is delivered by the undersigned (the "Grantor") pursuant to the Pledge and Security Agreement, dated as of September 22, 2017 (as it may be from time to time amended, restated, modified or supplemented, the "**Security Agreement**"), among the "Grantors" named therein, and BANK OF AMERICA, N.A., as the Collateral Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

The Grantor hereby:

(a) confirms the grant to the Collateral Agent set forth in the Security Agreement of, and does hereby grant to the Collateral Agent, a security interest in all of the Grantor's right, title and interest in, to and under all Collateral to secure the Secured Obligations, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest, *provided that and to the extent only that* such Collateral is the personal property of the Grantor and is located in the United States of America (the "**US Collateral**"), including but not limited to the following:

(i) all current interests in any Deposit Accounts and Securities Accounts which are located in the United States of America; and

(ii) any Proceeds of the foregoing (but no other personal property of the Grantor); and

(b) agrees that it will comply with all of the terms and conditions of the Security Agreement that are in any way related to the US Collateral (but no other personal property of any Grantor) as if it were an original signatory thereto (but, without prejudice to the provisions of any Australian General Security Deed (as defined in the Credit Agreement) to which the Grantor is a party, it shall not be required to comply with any other terms and conditions of the Security Agreement).

The Grantor represents and warrants that the attached Supplements to Schedules accurately and completely set forth all additional information required to be provided pursuant to the Security Agreement so far as such relates to the US Collateral and hereby agrees that such Supplements to Schedules shall constitute part of the Schedules to the Security Agreement.

THIS PLEDGE SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

THE PROVISIONS OF THE CREDIT AGREEMENT UNDER SECTION 9.09(B), (C) AND (D) AND THE HEADING "WAIVER OF JURY TRIAL" ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Pledge Supplement to be duly executed and delivered by its duly authorized officer as of the date first written above.

GRANTOR:

**MILLENNIUM INORGANIC CHEMICALS
OVERSEAS HOLDINGS**, a company incorporated
under the laws of England and Wales with company
number 2362264

By: **REDACTED**
Name: Steven A. Kaye
Title: Director

SUPPLEMENT TO SCHEDULE 5.1
TO PLEDGE AND SECURITY AGREEMENT

Additional Information:

GENERAL INFORMATION

- (A) Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office/Sole Place of Business (or Residence if such Grantor is a Natural Person) and Organizational Identification Number of the Grantor:

Full Legal Name	Type of Organization	Jurisdiction of Organization	Chief Executive Office/Sole Place of Business (or Residence if Grantor is a Natural Person)	Organization I.D.#
Millennium Inorganic Chemicals Overseas Holdings	Unlimited Company	England and Wales	35 Great St. Helen's, London, England, EC3A 6AP	2362264

- (B) Other Names (including any Trade Name or Fictitious Business Name) under which the Grantor currently conducts business:

Full Legal Name	Trade Name or Fictitious Business Name
Millennium Inorganic Chemicals Overseas Holdings	Millennium

- (C) Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if such Grantor is a Natural Person) and Corporate Structure within past five (5) years:

Grantor	Date of Change	Description of Change
Millennium Inorganic Chemicals Overseas Holdings	28 August 2019	The chief executive office of the Grantor changed from the following address: Laporte Road Stallingborough Grimsby North East Lincolnshire DN40 2PR

SUPPLEMENT TO SCHEDULE 5.2
TO PLEDGE AND SECURITY AGREEMENT

COLLATERAL IDENTIFICATION

I. INVESTMENT RELATED PROPERTY

(A) Pledged Stock:

None.

(B) Pledged LLC Interests:

None.

(C) Pledged Partnership Interests:

None.

(D) Pledged Debt:

None.

(E) Securities Accounts and Deposit Accounts:

None.

(F) Commodity Contracts and Commodity Accounts

None.

II. INTELLECTUAL PROPERTY

(A) Copyrights

None.

(B) Exclusive Copyright Licenses

None.

(C) Patents

None.

Patent Licenses:

None.

(D) Trademarks

None.

III. COMMERCIAL TORT CLAIMS

None.

IV. LETTERS OF CREDIT

None.

V. WAREHOUSEMAN, BAILEES AND OTHER THIRD PARTIES IN POSSESSION OF COLLATERAL

None.

SUPPLEMENT TO SCHEDULE 5.4 TO
PLEDGE AND SECURITY AGREEMENT

Financing Statements:

Grantor	Filing Jurisdiction(s)
Millennium Inorganic Chemicals Overseas Holdings	District of Columbia

SUPPLEMENT TO SCHEDULE 5.7
TO PLEDGE AND SECURITY AGREEMENT

SCHEDULE 5.7(A) — INTELLECTUAL PROPERTY – OUTBOUND LICENSES

None.

SCHEDULE 5.7(B) — INTELLECTUAL PROPERTY – PROCEEDINGS

None.

SCHEDULE 5.7(D) — INTELLECTUAL PROPERTY – OWNERSHIP

None.

SCHEDULE 5.7(H) — INTELLECTUAL PROPERTY – NON-INFRINGEMENT

None.