



**Registration of a Charge**

Company Name: **PURTON CARBONS LIMITED**

Company Number: **SC141139**



XAZSGC6I

Received for filing in Electronic Format on the: **14/03/2022**

**Details of Charge**

Date of creation: **01/03/2022**

Charge code: **SC14 1139 0002**

Persons entitled: **PNC BANK, NATIONAL ASSOCIATION, ACTING THROUGH ITS OFFICE AT ONE NORTH FRANKLIN, SUITE 2500, CHICAGO, IL 60606 AS AGENT FOR THE SECURED PARTIES**

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:

**ADDLESHAW GODDARD LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 141139

Charge code: SC14 1139 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 1st March 2022 and created by PURTON CARBONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th March 2022 .

Given at Companies House, Edinburgh on 15th March 2022

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**

**Security Deed of Accession****This Deed** is made on

1 March

2022

**Between**

- (1) The Person Listed in Part 1 of Schedule 1 (**Original Chargor**);
- (2) The Persons Listed in Part 2 of Schedule 1 (**Acceding Chargors**, each an **Acceding Chargor**);
- (3) **PNC Bank, National Association**, acting through its office at One North Franklin, Suite 2500, Chicago, IL 60606 as agent for the Secured Parties (**Agent**).

**Whereas**

- (A) This Deed is supplemental to a debenture dated on or about the date of this Deed between the Original Chargor and the Agent (**Debenture**).
- (B) The Acceding Chargor has also acceded to the Credit Agreement on or about the date of this Deed.

**It is agreed****1 Definitions and interpretation****1.1 Definitions**

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed:

**Collection Account** means:

- (a) the accounts listed in Schedule 4 (Collection Accounts) to this Deed; and
- (b) any other account designated as a Collection Account by an Acceding Chargor and the Agent,

in each case, including any replacement account or sub-division or sub-account of each such account

**Secured Shares** means, in respect of an Acceding Chargor, all shares present and future held by it in any member of the Group from time to time (including those listed in Schedule 2 (Secured Shares)) to this Deed and in each case:

- (a) whether certificated or uncertificated, physical or dematerialised, registered or unregistered and
- (b) whether held directly by or to the order of the relevant Chargor or by a trustee, custodian, fiduciary, clearance system or nominee on its behalf (including all rights against any such trustee, custodian, fiduciary, clearance system or nominee)

**Unblocked Account** means:

- (a) the accounts listed in Schedule 5 (Unblocked Accounts); and
- (b) any other account held by an Acceding Chargor with any bank, building society, financial institution or other person other than a Collection Account,

in each case, including any replacement account or sub-division or sub-account of that account.

## 1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms), 1.6 (Property), 1.7 (Present and future assets), 1.8 (Fixed security 1.9 (No obligations) and 1.10 (Trust Property) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to this **Deed** shall be construed as references to this Security Deed of Accession.

## 2 Accession of Acceding Chargor

### 2.1 Accession

Each Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

### 2.2 Covenant to pay

Each Acceding Chargor covenants with the Agent as security trustee for the Secured Parties that it will pay and discharge the Secured Liabilities when they become due for payment and discharge in accordance with the terms of the Finance Documents.

### 2.3 Charging provisions

All Security created by an Acceding Chargor under this Deed is:

- (a) a continuing security for the payment and discharge of the Secured Liabilities;
- (b) granted with full title guarantee; and
- (c) granted in favour of the Agent as security trustee for the Secured Parties and the Agent shall hold the benefit of this deed and the Security created by or pursuant to it on trust for the Secured Parties.

### 2.4 Assignments

- (a) Each Acceding Chargor assigns absolutely, subject to a proviso for re-assignment on redemption all of its rights, title and interest from time to time under or in respect of:
  - (i) the Relevant Agreements to which it is a party;
  - (ii) the Relevant Policies to which it is a party; and
  - (iii) its Receivables,

and, in each case,

- (A) including all other Related Rights thereto; and
  - (B) excluding the Excluded Property.
- (b) Each Acceding Chargor shall remain liable to perform all its obligations under its respective Relevant Agreements, Relevant Policies and Receivables.
  - (c) Notwithstanding the other terms of this clause 2.4(c), prior to the occurrence of an Event of Default which is continuing, each Acceding Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements, Relevant Policies and Receivables.

## 2.5 **First fixed charges**

Each Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it;
- (b) all licences to enter or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, fittings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Secured Shares;
- (f) the Investments;
- (g) all of its Receivables and their proceeds (both collected and uncollected);
- (h) each Collection Account, all monies from time to time standing to the credit of each Collection Account and the debt represented by each Collection Account;
- (i) each Unblocked Account, all monies from time to time standing to the credit of each Unblocked Account and the debt represented by each Unblocked Account;
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) (other than to the extent effectively assigned under clause 2.4) the Relevant Policies;
- (m) (other than to the extent effectively assigned under clause 2.4) the Hedging Agreements;

- (n) the benefit of all authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- (o) to the extent that any other assignment in clause 2.4 is ineffective as an assignment, the assets referred to in that clause,

and in each case,

- (i) including all other Related Rights thereto; and
- (ii) excluding the Excluded Property.

## 2.6 Floating charge

- (a) Each Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future.
- (b) The floating charge created by clause 2.6(a) shall be deferred in point of priority to all fixed Security validly and effectively created by the relevant Acceding Chargor under the Finance Documents in favour of the Agent (as trustee for the Secured Parties) as security for the Secured Liabilities
- (c) For the avoidance of doubt, the floating charge created by clause 2.6(a) shall cover all heritable property and all other assets and property situated in Scotland.

## 2.7 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

## 3 Consent of existing charging companies

Each Chargor agrees to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

## 4 Security power of attorney

Each Acceding Chargor, by way of security, irrevocably and severally appoints the Agent, each Receiver and any of their delegates or sub-delegates to be its attorney with the full power and authority (in its name and otherwise on its behalf) to:

- (a) execute, deliver and perfect all deeds, instruments and other documents; and
- (b) to do or cause to be done all acts and things,

in each case on the occurrence of an Event of Default which is continuing:

- (i) which may be required / which that Acceding Chargor ought or has agreed to execute or do under this Deed or
- (ii) which any attorney may in its absolute discretion deem necessary or appropriate for carrying out any obligation of that Acceding Chargor under or pursuant to this Deed or generally for enabling the Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law.

The Acceding Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.

**5 Notices**

The Acceding Chargor confirms that its address details for notices in relation to clause 25 (Notices) of the Debenture are set out on the signing pages of this Deed.

**6 Counterparts**

This Deed or any Finance Document entered into under or in connection with 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 or any Finance Document.

**7 Governing law and jurisdiction**

Clause 31 (Governing law) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

**This Deed** has been executed as a deed and delivered on the date given at the beginning of this Deed. It is intended by the parties to this Deed that this Deed will take effect as a deed notwithstanding that the Agent may only execute it under hand.



**Schedule 1****Part 1 – Original Chargor**

<b>Name</b>	<b>Jurisdiction of incorporation</b>	<b>Registered number</b>
OEP Lscape UK AcqCo Limited (soon to be known as Norit UK Acqco Limited)	England & Wales	13847167

**Part 2 – Acceding Chargors**

<b>Name</b>	<b>Jurisdiction of incorporation</b>	<b>Registered number</b>
Norit (UK) Holding Limited	Scotland	SC402921
Cabot Norit (UK) Limited (soon to be known as Norit UK Limited)	Scotland	SC010502
Purton Carbons Limited	Scotland	SC141139
Norit Nederland B.V.	Netherlands	31020246
Norit International B.V.	Netherlands	31014453
Norit Americas, Inc	United States (Georgia)	K107759

**Schedule 2****Secured Shares**

<b>Chargor</b>	<b>Name of Company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>	<b>Issued share capital</b>
Norit (UK) Holding Limited	Cabot Norit (UK) Limited (soon to be renamed Norit UK Limited)	Ordinary shares	3,100,000	£3,100,000
Cabot Norit (UK) Limited (soon to be Norit UK Limited)	Purton Carbons Limited	A Ordinary shares	250,000	£250,000
		B Ordinary shares	250,000	£250,000

**Schedule 3****Intellectual Property****Patents and Patent Applications**

None in the UK

**Trademark Registrations and Applications for Registrations**

Mark	Appl. or Serial No.	Appl. Date	Reg. No	Reg. Date	Jurisdiction	Chargor
AEROPURE-NORIT	768566	22/08/1957	UK00000768566	22/08/1957	United Kingdom	Norit International B.V.
BENTONORIT	UK00001507456	22/07/1992	UK00001507456	5/11/1993	United Kingdom	Norit International B.V.
CARBOMIX	2016633	4/04/1995	UK00002016633	10/01/1997	United Kingdom	Norit International B.V.
DARCO	1065128	1/07/1976	1065128	1/07/1976	United Kingdom	Norit Americas, Inc.
GRO-SAFE	991381	1/05/1972	991381	1/05/1972	United Kingdom	Norit Americas, Inc.
NORIT	UK00000359695	18/03/1914	UK00000359695	17/06/1914	United Kingdom	Norit International B.V.
NORIT	484598	4/10/1927	UK00000484598	4/10/1927	United Kingdom	Norit International B.V.
NORIT LEADING IN PURIFICATION	UK00904703419	4/11/2005	UK00904703419	11/01/07	United Kingdom	Norit International B.V.
NORIT	UK00901069046	2/02/1999	UK00901069046	3/12/2004	United Kingdom	Norit International B.V.
NORITHENE	UK00000971891	4/03/1971	UK00000971891	4/03/1971	United Kingdom	Norit International B.V.
NORITHENE	UK00908419038	10/07/2009	UK00908419038	22/03/2010	United Kingdom	Norit International B.V.
PURIT	426995	12/06/1922	UK00000426995	12/06/1922	United Kingdom	Norit International B.V.
PURIT	UK00801245468	19/12/2014	UK00801245468	19/12/2014	United Kingdom	Norit Americas, Inc.

Mark	Appl. or Serial No.	Appl. Date	Reg. No	Reg. Date	Jurisdiction	Chargor
SORBONORIT	611180	21/03/1940	UK00000611180	21/03/1940	United Kingdom	Norit International B.V.

**Schedule 4**

**Collection Accounts**

None at the date of this Deed.

**Schedule 5****Unblocked Accounts**

<b>Chargor</b>	<b>Financial institution</b>	<b>Account Number</b>	<b>Sort code</b>
Norit Nederland BV	JPMorgan Chase Bank, N.A. London Branch	██████████7734	60-92-42

**Schedule 6**


**Relevant Agreements**

None at the date of this Deed.

**SIGNATURES TO THE ACCESSION DEED**

**ORIGINAL CHARGOR**

Executed as a deed by  
**OEP Lscape UK AcqCo Limited**  
acting by a director in the presence of

)   
) .....  
) Joseph Huffsmith  
Director

  
.....  
Signature of witness

Name Kelsey Wells .....

Address   


**ACCEDING CHARGORS**

Executed as a deed by  
**Norit (UK) Holding Limited**  
acting by a director in the presence of

)  
) .....  
) Anie Onaiza  
Director

.....  
Signature of witness

Name .....

Address .....

.....

**Notices**

Address:

Facsimile: N/A

Attention:



SIGNATURES TO THE ACCESSION DEED

ORIGINAL CHARGOR

Executed as a deed by )  
OEP Lscape UK AcqCo Limited )  
acting by a director in the presence of ) Director

Signature of witness

Name

Address

ACCEDING CHARGORS

Executed as a deed by )  
Norit (UK) Holding Limited )  
acting by a director in the presence of ) Anie Onalza  
Director

Signature of witness

Name TAIMUR KIDDIE

Address

Notices

Address

Facsimile N/A

Attention

Executed as a deed by  
Cabot Norit (UK) Limited  
acting by a director in the presence of

)

)

) Anie Onaiza  
Director

Signature of witness

Name TAIMUR KIDDIE

Address

Notices

Address

Facsimile N/A

Attention

Executed as a deed by  
Purton Carbons Limited  
acting by a director in the presence of

)

)

) Anie Onaiza  
Director

Signature of witness

Name TAIMUR KIDDIE

Address

Notices

Address

Facsimile N/A

Attention

Executed by a duly authorized signatory for and  
on behalf of Norit Nederland B.V.  
in the presence of

[Redacted]

[Redacted]

Anie Onaiza  
Director

Signature of witness

Name TAIMUR KIDDIE

Address

[Redacted]

Notices

Address:

Facsimile: N/A

Attention:

Executed by a duly authorized signatory for and  
on behalf of Norit International B.V.  
in the presence of

Signature of witness

Name

Address

Notices

Address:

Facsimile: N/A

Attention:

Executed by a duly authorized signatory for and  
on behalf of **Norit Nederland B.V.**  
in the presence of

)  
)  
)  
)  
)

Signature of witness

Name

Address

**Notices**

Address:

Facsimile: N/A

Attention:

Executed by a duly authorized signatory for and  
on behalf of **Norit International B.V.**  
in the presence of

)  
)  
)  
)  
)

[Redacted Signature]

Ron Pluut  
Director

Signature of witness

Name

KATHIRIN ALOYS

Address

[Redacted Address]

**Notices**

Address:

Facsimile: N/A

Attention:

EXECUTION VERSION

Executed by a duly authorized signatory for and  
on behalf of Norit Americas, Inc  
in the presence of

Anie Onaiza  
Chief Financial Officer, Vice President and Treasurer

Signature of witness

Name TAIMUR KIDDIE

Address

Notices

Address

Facsimile: N/A

Attention:

**AGENT**

Executed by a duly authorized signatory for and  
on behalf of **PNC Bank, National Association**  
in the presence of

Signature of witness

Name AJAY SHAH

Address .....