

MR01

Particulars of a charge

390851/65

Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling
Please go to www.companies.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
an instrument. Use form MR08

WEDNESDAY



A4DNIZ23

A07

12/08/2015

#216

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.**

1 Company details

Company number 0 0 8 6 7 0 5 3

Company name in full Hexion UK Limited /

1 2 For official use

→ **Filing 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 2 7 0 7 2 0 1 5 /

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 JPMorgan Chase Bank, N A /

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

None

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 *Maya Brown International LLP* X

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 Simon Fisher

Company name Mayer Brown International LLP

Address 201 Bishopsgate

Post town

County/Region London

Postcode E C 2 M 3 A F

Country

DX DX 556 London and City

Telephone +44 (0) 20 3130 3411



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 867053

Charge code: 0086 7053 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th July 2015 and created by HEXION UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th August 2015.

Dx

Given at Companies House, Cardiff on 18th August 2015



Companies House



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

Dated

27 July

2015

- (1) **THE ENTITIES LISTED IN SCHEDULE 1** as
Security Obligors
- (2) **JPMORGAN CHASE BANK, N.A.**, as
Collateral Agent

**SUPPLEMENTAL SECURITY AND
CONFIRMATION DEED**
relating to security deeds, each dated 28 March 2013

CERTIFIED A TRUE COPY
OF THE ORIGINAL

DATED 07/08/2015

SIGNED Mayer Brown International LLP
Mayer Brown International LLP

MAYER • BROWN

LONDON

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THIS SUPPLEMENTAL SECURITY AND CONFIRMATION DEED is dated
27 July 2015 and made between

- (1) THE PERSONS LISTED IN SCHEDULE 1 (*The Security Obligors*) (the "Security Obligors"), and
- (2) JPMORGAN CHASE BANK, N.A., as administrative agent and trustee for the Secured Parties (the "Collateral Agent").

BACKGROUND:

- (A) On 28 March 2013, certain of the parties to this Deed entered into a credit agreement (as amended from time to time up to the date of this Deed, the "Credit Agreement")
- (B) As security for the obligations of the Foreign Subsidiary Loan Parties under the Credit Agreement and related Loan Documents.
 - (a) the English Security Obligors entered into an English law security deed dated 28 March 2013 in favour of the Collateral Agent (the "English Security Deed");
 - (b) the Overseas Security Obligors entered into an English law security deed dated 28 March 2013 in favour of the Collateral Agent (the "Overseas Security Deed"), and
 - (c) on or about the date of this Deed, Hexion UK Limited entered into a security deed in favour of the Collateral Agent (the "2015 Security Deed").
- (C) The Credit Agreement is to be amended and restated on or about the date of this Deed and this Deed.
 - (a) contains confirmations in relation to security interests given by the Security Obligors in the English Security Deed and the Overseas Security Deed;
 - (b) contains a re-grant by the Security Obligors of certain security interests, and
 - (c) deals with related matters.

THIS DEED WITNESSES that:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Credit Agreement" has the meaning given to it in Recital (A)

"English Security Obligors" means each of:

- (i) Borden International Holdings Limited, a company incorporated in England and Wales (registered number 03745631) and whose registered office is at c/o

Momentive Specialty Chemicals UK Limited, Sully Moors Road, Penarth, South Glamorgan, CF64 5YU,

- (ii) Borden Chemical UK Limited, a company incorporated in England and Wales (registered number 03104655) and whose registered office is at c/o Momentive Speciality Chemicals UK Limited, Sully Moors Road, Penarth, South Glamorgan, CF64 5YU,
- (iii) Combined Composite Technologies Limited, a company incorporated in England and Wales (registered number 03486020) and whose registered office is at Unit 3 Trilogy, Concorde Way, Fareham, Hampshire, PO15 5RL,
- (iv) Hexion Stanlow Limited (formerly known as Momentive Specialty Chemicals Stanlow Limited) a company incorporated in England and Wales (registered number 03731119) and whose registered office is at Sully Moors Road, Penarth, South Glamorgan, CF64 5YU, and
- (v) Hexion UK Limited (formerly known as Momentive Specialty Chemicals UK Limited) a company incorporated in England and Wales (registered number 00867053) and whose registered office is at Sully Moors Road, Penarth, South Glamorgan, CF64 5YU.

"First Amended and Restated Credit Agreement" means the Credit Agreement as amended and restated on or about the date of this Deed.

"Overseas Security Obligor" means each of.

- (i) Hexion Holding B V (formerly known as Momentive Specialty Chemicals Holding B V) a *besloten vennootschap met beperkte aansprakelijkheid* incorporated in The Netherlands with company number – Chamber of Commerce Rotterdam, The Netherlands - 27182096 whose registered office is at Seattleweg 17, Building 4, 3195 ND Pernis, Rotterdam,
- (ii) Hexion B V (formerly known as Momentive Specialty Chemicals B.V) a *besloten vennootschap met beperkte aansprakelijkheid* incorporated in The Netherlands with company number – Chamber of Commerce Rotterdam, The Netherlands - 24294676 whose registered office is at Seattleweg 17, Building 4, 3195 ND Pernis, Rotterdam, and
- (iii) Hexion GmbH (formerly known as Momentive Specialty Chemicals GmbH) a limited liability company incorporated in Germany, registered with the local court of Iserlohn with registered number HRB 5860 whose registered office is Gennaer Strasse 2 – 4, 58642, Iserlohn, Germany

"Parties" means the parties to this Deed

"Security Interests" means a mortgage, charge, pledge, lien (statutory or other), preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement) securing any obligation of any person or any other agreement or arrangement having a similar effect.

1 2 Terms defined

- (a) Subject to paragraphs (b) and (c) below, terms defined in the First Amended and Restated Credit Agreement but not in this Deed shall have the same meaning in this Deed as in the First Amended and Restated Credit Agreement
- (b) In Clause 2.2(a) (*New Security Interests (English Security Deed)*), all defined terms shall, unless otherwise defined in this Deed, have the meaning given to them in the English Security Deed.
- (c) In Clause 2.3(a) (*New Security Interests (Overseas Security Deed)*), all defined terms shall, unless otherwise defined in this Deed, have the meaning given to them in the *Overseas Security Deed*

1 3 Construction

Clause 1 02 (*Terms generally*) of the First Amended and Restated Credit Agreement shall apply as if set out in full again here, with such changes as are appropriate to fit this context.

2 CONFIRMATIONS

2 1 Security Interest confirmations

Each of the Security Obligors.

- (a) consents to the amendment and restatement of the Credit Agreement effected by the entry into the First Amended and Restated Credit Agreement, and
- (b) confirms to the Lender that
 - (i) its obligations under, and the Security Interests granted by it in and pursuant to (and as defined in), the English Security Deed or, as applicable, the Overseas Security Deed are not discharged or (except as set out in Clause 2 1(b)(ii)) otherwise affected by those amendments or the other provisions of this Deed and shall accordingly remain in full force and effect; and
 - (ii) the Secured Liabilities (under and as defined in the the English Security Deed or, as applicable, the Overseas Security Deed) shall after the date on which the First Amended and Restated Credit Agreement is entered into extend to the obligations of each Foreign Subsidiary Loan Party under the First Amended and Restated Credit Agreement and under any other Loan Documents subject to the exceptions set out in the definition of "Secured Liabilities" in the English Security Deed or, as applicable the Overseas Security Deed.

2.2 New Security Interests (English Security Deed)

(a)

(i) Fixed charges

As security for the payment and discharge of the Secured Obligations, each English Security Obligor with full title guarantee charges to the Collateral Agent by way of first fixed charge.

- (A) **Inventory:** all of its right in any Inventory located in England and Wales;
- (B) **Accounts:** all of its rights in respect of the Accounts (but only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 2.2(a)(ii) (*Assignments*));
- (C) **Collection Accounts:** all of its rights in any credit balances on any Collection Account located in England and Wales and the indebtedness represented by it,
- (D) **Licences:** all licences, consents and other Authorisations held in connection with the use of any Collateral and all of its rights in connection with them (for the purpose of the English Security Deed and this Clause 2.2, the "**Licences**"), and
- (E) **Other Documents:** all of its rights in any agreements, reports, books, records and other documents from time to time relating to all or any part of the Collateral (for the purpose of the English Security Deed and this Clause 2.2, the "**Other Documents**"), other than those assigned by Clause 2.2(a)(ii) (*Assignments*).

(ii) Assignments

As security for the payment and discharge of the Secured Obligations, each English Security Obligor with full title guarantee assigns absolutely to the Collateral Agent all of its rights in the Accounts.

(iii) Floating charge

As security for the payment and discharge of the Secured Obligations, each English Security Obligor with full title guarantee charges to the Collateral Agent by way of first floating charge its Inventory, Accounts, Collection Accounts, Payment Accounts, Licences and Other Documents (other than such assets validly and effectively charged or assigned (whether at law or in equity) from time to time pursuant to Clause 2.2(a)(i) (*Fixed charges*) or Clause 2.2(a)(ii) (*Assignments*)). Schedule B1, Paragraph 14 IA shall apply to the floating charge contained in this Deed

- (b) This Clause 2.2 is supplemental to the English Security Deed, to the intent that, in relation to the assets (the "**New Security Assets (English Security Deed)**") the subject of the security interests granted in Clause 2.2(a) of this Deed, this Deed and the English Security Deed shall be read and construed as one document
- (c) The provisions of Clauses 2 (*Payment of the Secured Liabilities*) and 4 (*Crystallisation of Floating Charge*) to 31 (*Conduct of business*) of the English Security Deed shall apply as if set out in full here, with such changes as are appropriate to fit this context including, for the avoidance of doubt, to qualify any representations, warranties undertakings or covenants (the "**Undertakings**") given where such Undertakings would be incorrect solely by virtue of the English Security Deed and Overseas Security Deed remaining in full force and effect. In particular, for this purpose references to "this Deed" shall be construed as references to this Deed and references to the "Secured Assets" shall be construed as references to the New Security Assets (English Security Deed)
- (d) If there is any conflict or inconsistency between the provisions of this Clause 2.2 and the English Security Deed, this Clause 2.2 shall prevail.

2.3 New Security Interests (*Overseas Security Deed*)

(a)

(i) **Fixed charges**

As security for the payment and discharge of the Secured Obligations, each Overseas Security Obligor (save as otherwise stated) with full title guarantee charges to the Collateral Agent by way of first fixed charge:

- (A) **Inventory:** in respect of the Dutch Chargor only, all of its right in any Inventory located in England and Wales;
- (B) **Collection Accounts:** all of its rights in any credit balances on any Collection Account located in England and Wales and the indebtedness represented by it,
- (C) **Licences:** all licences, consents and other Authorisations held in connection with the use of any Collateral and all of its rights in connection with them (for the purpose of the Overseas Security Deed and this Clause 2.3, the "**Licences**"); and
- (D) **Other Documents:** all of its rights in any agreements, reports, books, records and other documents from time to time relating to all or any part of the Collateral (for the purpose of the Overseas Security Deed and this Clause 2.3, the "**Other Documents**").

(ii) **Floating charge**

As security for the payment and discharge of the Secured Obligations, each Overseas Security Obligor (save as otherwise stated) with full title guarantee charges to the Collateral Agent by way of first floating charge its Inventory (in respect of the Dutch Chargor only), Collection Accounts, Payment Accounts, Licences and Other Documents (other than such assets validly and effectively charged from time to time pursuant to Clause 2 3(a) (*Fixed charges*)).

- (b) This Clause 2 3 is supplemental to the Overseas Security Deed, to the intent that, in relation to the assets (the "**New Security Assets (Overseas Security Deed)**") the subject of the security interests granted in Clause 2.3(a) of this Deed, and this Deed the Overseas Security Deed shall be read and construed as one document.
- (c) The provisions of Clauses 2 (*Payment of the Secured Liabilities*) and 4 (*Crystallisation of Floating Charge*) to 30 (*Limitation on enforcement in respect of German guarantor*) of the Overseas Security Deed shall apply as if set out in full here, with such changes as are appropriate to fit this context. In particular, for this purpose references to "this Deed" shall be construed as references to this Deed and references to the Secured Assets shall be construed as references to the New Security Assets (Overseas Security Deed)
- (d) If there is any conflict or inconsistency between the provisions of this Clause 2 3 and the Overseas Security Deed, this Clause 2 3 shall prevail

2.4 New Security Interests

- (a) Where this Deed purports to create a first fixed Security Interest, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interest created by the English Security Deed or the Overseas Security Deed (as applicable) until such time as the Security Interest created by the English Security Deed or the Overseas Security Deed (as applicable) ceases to have effect
- (b) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the English Security Deed or the Overseas Security Deed (as applicable) and the same asset or right is purported to be assigned (subject to a proviso for reassignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security Interest created by the English Security Deed or the Overseas Security Deed (as applicable) ceases to have effect at a time when this Deed still has effect
- (c) Each party acknowledges that all representations, warranties and undertakings set out in this Deed by incorporation or otherwise are subject to and qualified where necessary and as applicable by reference to the existence of the English Security Deed, the Overseas Security Deed and the 2015 Security Deed

2.5 Further assurance

Each Security Obligor shall at the request of the Collateral Agent and at its own expense promptly execute (in such form as the Collateral Agent may reasonably require) and do any document, act or thing which the Collateral Agent considers necessary to preserve, perfect, protect or give effect to the confirmations, undertakings and Security Interests provided for in this Clause 2.

3 RELATIONSHIP WITH OTHER LOAN DOCUMENTS

This Deed is designated by the Lender and the Security Obligors as a Security Document and a Loan Document.

4 MISCELLANEOUS

The provisions of Sections 9.01 (*Notices*), 9.08 (*Waivers, Amendment*), 9.13 (*Severability*) and 9.14 (*Counterparts*) of the First Amended and Restated Credit Agreement shall apply to this Deed as if set out in full again here, with such changes as are appropriate to fit this context

5 LAW AND JURISDICTION

5.1 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law

5.2 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 5.2 is for the benefit of the Finance Parties and Secured Parties only. As a result, no Finance Party or 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 Finance Parties and Secured Parties may take concurrent proceedings in any number of jurisdictions

5.3 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Overseas Security Obligor:
 - (i) irrevocably appoints Hexion UK Limited, as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed, and

- (11) agrees that a failure by the process agent to notify it of the process will not invalidate the proceedings concerned.
- (b) If the appointment by any Overseas Security Obligor of the person mentioned in Clause 5.3(a)(i) ceases to be effective, it shall immediately appoint another person in England as its agent for service of process in relation to any proceeding before the English courts in connection with this Deed. If it fails to do so (and that failure continues for a period of not less than 15 Business Days), the Lender shall be entitled to appoint such a person by notice to the relevant Overseas Security Obligor.

EXECUTION:

The parties have shown their acceptance of the terms of this Deed by executing it at the end of the Schedule.

**SCHEDULE 1
SECURITY OBLIGORS**

Name of Security Obligor	Registration number (or equivalent), jurisdiction of incorporation and registered office (or equivalent)
Borden International Holdings Limited	A company incorporated in England and Wales (registered number 03745631) and whose registered office is at c/o Momentive Specialty Chemicals UK Limited, Sully Moors Road, Penarth, South Glamorgan, CF64 5YU
Borden Chemical UK Limited	A company incorporated in England and Wales (registered number 03104655) and whose registered office is at c/o Momentive Specialty Chemicals UK Limited, Sully Moors Road, Penarth, South Glamorgan, CF64 5YU
Combined Composite Technologies Limited	A company incorporated in England and Wales (registered number 03486020) and whose registered office is at Unit 3 Trilogy, Concorde Way, Fareham, Hampshire, PO15 5RL
Hexion Stanlow Limited	A company incorporated in England and Wales (registered number 03731119) and whose registered office is at Sully Moors Road, Penarth, South Glamorgan, CF64 5YU
Hexion UK Limited	A company incorporated in England and Wales (registered number 00867053) and whose registered office is at Sully Moors Road, Penarth, South Glamorgan, CF64 5YU
Hexion Holding B.V	A <i>besloten vennootschap met beperkte aansprakelijkheid</i> incorporated in The Netherlands with company number – Chamber of Commerce Rotterdam, The Netherlands - 27182096 whose registered office is at Seattleweg 17, Building 4, 3195 ND Pernis, Rotterdam
Hexion B V	A <i>besloten vennootschap met beperkte aansprakelijkheid</i> incorporated in The Netherlands with company number – Chamber of Commerce Rotterdam, The Netherlands - 24294676 whose registered office is at Seattleweg 17, Building 4, 3195 ND Pernis, Rotterdam

Hexion GmbH	A limited liability company incorporated in Germany, registered with the local court of Iserlohn with registered number HRB 5860 whose registered office is Gennaer Strasse 2 – 4, 58642, Iserlohn, Germany
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EXECUTION of Supplemental Security and Confirmation Deed

The Security Obligors

SIGNED as a deed by [REDACTED])
Director, duly authorised for and on behalf)
of **BORDEN INTERNATIONAL**)
HOLDINGS LIMITED in the presence)
of Robert Balis)

[REDACTED]

Witness's signature [REDACTED]

Witness's name
(in capitals) [REDACTED]

Witness's address [REDACTED]

SIGNED as a deed by [REDACTED])
Director, duly authorised for and on behalf)
of **BORDEN CHEMICAL UK**)
LIMITED in the presence of [REDACTED]

[REDACTED]

Witness's signature [REDACTED]

Witness's name
(in capitals) [REDACTED]

Witness's address [REDACTED]

SIGNED as a deed by [REDACTED])
Director, duly authorised for and on behalf)
of **COMBINED COMPOSITE**)
TECHNOLOGIES LIMITED in the)
presence of [REDACTED]

[REDACTED]

Witness's signature [REDACTED]

Witness's name
(in capitals) [REDACTED]

Witness's address [REDACTED]

SIGNED as a deed by [REDACTED]
Director, duly authorised for and on behalf
of **HEXION STANLOW LIMITED** in
the presence of [REDACTED]

Witness's signature [REDACTED]

Witness's name [REDACTED]
(in capitals)

Witness's address [REDACTED]

SIGNED as a deed by [REDACTED]
Director, duly authorised for and on behalf
of **HEXION UK LIMITED** in the
presence of [REDACTED]

Witness's signature [REDACTED]

Witness's name [REDACTED]
(in capitals)

Witness's address [REDACTED]

SIGNED as a deed by [REDACTED]
Director, duly authorised for and on behalf
of **HEXION HOLDING B.V.** in the
presence of **Robert Balis**

Witness's signature [REDACTED]

Witness's name [REDACTED]
(in capitals)

Witness's address [REDACTED]

SIGNED as a deed by ,)
Director, duly authorised for and on behalf)
of **HEXION STANLOW LIMITED** in)
the presence of)

Witness's signature

Witness's name
(in capitals):

Witness's address:

SIGNED as a deed by ,)
Director, duly authorised for and on behalf)
of **HEXION UK LIMITED** in the)
presence of)

Witness's signature.

Witness's name
(in capitals).

Witness's address:

SIGNED as a deed by ,)
Director, duly authorised for and on behalf)
of **HEXION HOLDING B.V.** in the)
presence of)

Witness's signature

Witness's name
(in capitals)

Witness's address

SIGNED as a deed by [REDACTED])
Director, duly authorised for and on behalf)
of HENXION B.V. in the presence of)

Witness's signature [REDACTED]

Witness's name
(in capital) [REDACTED]

Witness's address [REDACTED]

SIGNED as a deed by [REDACTED])
Director, duly authorised for and on behalf)
of HENXION GMBH in the presence of)

Witness's signature [REDACTED]

Witness's name
(in capital) [REDACTED]

Witness's address [REDACTED]

The Collateral Agent

SIGNED as a deed by [REDACTED])
authorised signatory, duly authorised for)
and on behalf of JPMORGAN CHASE)
BANK, N.A. in the presence of)

Witness's signature [REDACTED]

Witness's name
(in capital) [REDACTED]

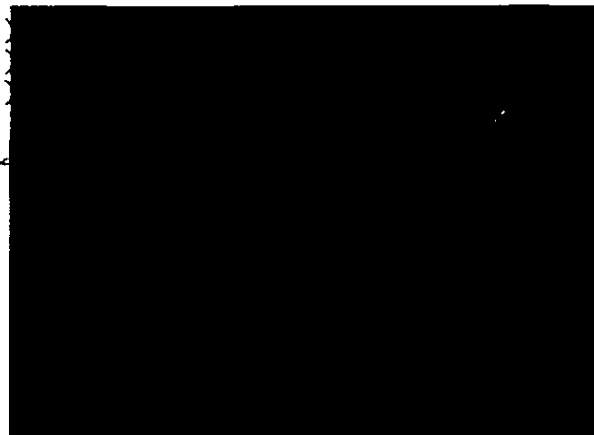
Witness's address [REDACTED]

SIGNED as a deed by
Director, duly authorised for and on behalf
of **HEXION B.V.** in the presence of.

Witness's signature.

Witness's name
(in capitals).

Witness's address:



SIGNED as a deed by
Director, duly authorised for and on behalf
of **HEXION GMBH** in the presence of:

Witness's signature:

Witness's name
(in capitals):

Witness's address:

The Collateral Agent

SIGNED as a deed by
authorised signatory, duly authorised for
and on behalf of **JPMORGAN CHASE**
BANK, N.A. in the presence of:

Witness's signature:

Witness's name
(in capitals).

Witness's address:

SIGNED as a deed by ,)
Director, duly authorised for and on behalf)
of HEXION B.V. in the presence of:)

Witness's signature:

Witness's name
(in capitals).

Witness's address:

SIGNED as a deed by ,)
Director, duly authorised for and on behalf)
of HEXION GMBH in the presence of:)

Witness's signature:

Witness's name
(in capitals):

Witness's address:

The Collateral Agent

SIGNED as a deed by ,)
authorised signatory, duly authorised for)
and on behalf of JPMORGAN CHASE)
BANK, N.A. in the presence of:)

Witness's signature:

Witness's name
(in capitals):

Witness's address.

SIGNED as a deed by ,)
Director, duly authorised for and on behalf)
of **HEXION B.V.** in the presence of)

Witness's signature:

Witness's name
(in capitals)

Witness's address:

SIGNED as a deed by ,)
Director, duly authorised for and on behalf)
of **HEXION GMBH** in the presence of)

Witness's signature:

Witness's name
(in capitals):

Witness's address.

The Collateral Agent

SIGNED as a deed by [REDACTED] ,)
authorised signatory, duly authorised for)
and on behalf of **JPMORGAN CHASE**)
BANK, N.A. in the presence of)



Witness's signature.

Witness's name
(in capitals).

Witness's address:

