



**Registration of a Charge**

Company Name: **BAKELITE SYNTHETICS UK LIMITED**

Company Number: **00867053**



XAZSFZSP

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

**Details of Charge**

Date of creation: **14/03/2022**

Charge code: **0086 7053 0018**

Persons entitled: **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., AS COLLATERAL AGENT**

Brief description:

**Contains fixed 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.**

Certified by: **KWASI MILLS-BAMPOE**



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

Company number: 867053

Charge code: 0086 7053 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th March 2022 and created by BAKELITE SYNTHETICS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th March 2022 .

Given at Companies House, Cardiff on 16th 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**

## COUNTERPART AGREEMENT

This **COUNTERPART AGREEMENT**, dated as of March 14, 2022 (this “**Counterpart Agreement**”) is delivered pursuant to the Credit and Guaranty Agreement, dated as of April 30, 2021 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; the terms defined therein and not otherwise defined herein being used herein as therein defined), by and among **BAKELITE UK HOLDING LTD.**, an English private limited company (“**UK Borrower**”) and **BAKELITE US HOLDCO, INC.**, a Delaware corporation (“**U.S. Borrower**,” and together with UK Borrower, the “**Borrowers**,” and each individually, a “**Borrower**”), as borrowers, **BAKELITE UK INTERMEDIATE LTD.**, an English private limited company (“**Holdings**”) and certain of their respective Subsidiaries, as Guarantors (collectively with the Borrowers and Holdings, the “**Credit Parties**”), the Lenders party thereto from time to time, **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent for the Lenders, and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Documentation Agent and Collateral Agent for the Lenders.

**Section 1.** Each of the undersigned hereby: (i) agrees that this Counterpart Agreement may be attached to the U.S. Pledge and Security Agreement, (ii) agrees that it will comply with all the terms and conditions of the U.S. Pledge and Security Agreement as if it were an original signatory thereto, (iii) grants to the Collateral Agent, for the benefit of the Secured Parties (as such term is defined in the U.S. Pledge and Security Agreement), as security for the payment and performance in full of all Secured Obligations (as such term is defined in the U.S. Pledge and Security Agreement), a security interest in and continuing lien on all of such undersigned’s right, title and interest in, to and under all Collateral (as such term is defined in the U.S. Pledge and Security Agreement) of such undersigned, in each case whether now or existing or hereafter acquired or arising and wherever located; provided, however, notwithstanding anything herein or in the U.S. Pledge and Security Agreement to the contrary, in no event shall the Collateral of such undersigned include, or the security interest granted under this clause (e)(iii) attach to, or the representations and warranties and covenants in the U.S. Pledge and Security apply to, any Excluded Property (as such term is defined in the U.S. Pledge and Security Agreement) of such undersigned and (iv) delivers to Collateral Agent supplements to all schedules attached to the U.S. Pledge and Security Agreement and the Credit Agreement. All such Collateral shall be deemed to be part of the “Collateral” and hereafter subject to each of the terms and conditions of the U.S. Pledge and Security Agreement. Such undersigned hereby authorizes the Collateral Agent to file a Record (as such term is defined in the U.S. Pledge and Security Agreement) or Records, including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to the Collateral Agent herein. Such financing statements may describe the Collateral in the same manner as described in the U.S. Pledge and Security Agreement or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent herein, including, without limitation, describing such property as “all assets, whether now owned or hereafter acquired” or “all personal property, whether now owned or hereafter acquired” or words of similar meaning.

**Section 2.** Any notice or other communication herein required or permitted to be given shall be given in pursuant to Section 10.1 of the Credit Agreement, and all for purposes thereof, the notice address of each of the undersigned shall be the address as set forth on the signature page hereof. In case any provision in or obligation under this Counterpart Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**Section 3.** This Counterpart Agreement may be executed in any number of counterparts, which together shall constitute one instrument. The words “execution,” “signed,” “signature,” “undersigned” and words of like import in this Counterpart Agreement shall in each case be deemed to include electronic signatures, signatures exchanged by electronic transmission, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided, that any Agent may request, and

upon any such request the Credit Parties shall be obligated to provide, manually executed “wet ink” signatures to this Counterpart Agreement. The undersigned previously executed and delivered that certain Counterpart Agreement, dated May 24, 2021 (the “**Prior Counterpart Agreement**”). This Counterpart Agreement does not limit, replace, novate, restate or amend the Prior Counterpart Agreement in any way and the agreements of the undersigned set forth in the Prior Counterpart Agreement remain effective as of the date hereof, including the guarantee of the Obligations pursuant to Section 1(d) of the Prior Counterpart Agreement and the assumption of payment undertakings under Section 9.13 (Parallel Debt) of the Credit Agreement referenced in Section 3 of the Prior Counterpart Agreement.

THIS COUNTERPART AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL 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.

IN WITNESS WHEREOF, each of the undersigned has caused this Counterpart Agreement to be duly executed and delivered by its duly authorized officer as of the date first written above.

**BAKELITE SYNTHETICS UK HOLDING LIMITED**  
**BAKELITE SYNTHETICS UK LIMITED**

By: 

Name:

Title:

*Chris Hynes*  
*VP & CFO*

Address for Notices:

c/o BAKELITE UK HOLDING LTD.  
1800 Meidinger Tower  
Suite 1800  
Louisville, KY 40202  
Attention: Chris Hynes  
Fax: 502-560-5260  
Email: [chris.hynes@hexion.com](mailto:chris.hynes@hexion.com) (to be changed to [chris.hynes@bakelite.com](mailto:chris.hynes@bakelite.com) after the Closing Date)

in each case, with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP  
155 N. Wacker Dr., Suite 2700  
Chicago, IL 60606-1720  
Attention: Kimberly A. deBeers  
Fax: 312-407-8576  
Email: [kimberly.debeers@skadden.com](mailto:kimberly.debeers@skadden.com)  
and  
Attention: Darrin R. Halcomb  
Fax: 312-827-9414  
Email: [darrin.halcomb@skadden.com](mailto:darrin.halcomb@skadden.com)

ACKNOWLEDGED AND ACCEPTED,  
as of the date first written above:

**GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,**  
as Collateral Agent

By:

Name: Justin Betzen  
Title: Vice President