



Registration of a Charge

Company name: **ITALMATCH CHEMICALS GB LIMITED**

Company number: **11332314**

Received for Electronic Filing: **15/12/2020**



X9JYKOTC

Details of Charge

Date of creation: **11/12/2020**

Charge code: **1133 2314 0001**

Persons entitled: **BNP PARIBAS, ITALIAN BRANCH AS SECURITY 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: **MILBANK LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11332314

Charge code: 1133 2314 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2020 and created by ITALMATCH CHEMICALS GB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th December 2020 .

Given at Companies House, Cardiff on 16th December 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**

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 11 December 2020

BETWEEN:

- (1) **Italmatch Chemicals GB Limited**, a company incorporated in England and Wales with registered number 11332314 (the “**UK Chargor**”);
- (2) **Italmatch Chemicals S.p.A.** a joint stock company (*società per azioni*) incorporated under the laws of the Republic of Italy, having its registered office at Via Vismara n. 114, 20020 Arese (MI), enrolled with the Companies’ Register (*Registro delle Imprese*) of Milano-Lodi-Monza-Brianza no. MI-1862341, VAT and tax code 13471010150 for itself and as agent for and on behalf of each of the existing Chargors (the “**Company**” and the “**Italian Chargor**”, the Italian Chargor and UK Chargor together being the “**New Chargors**”); and
- (3) **BNP Paribas, Italian Branch** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

Recital:

This deed is supplemental to an agreement dated 28 November 2019 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Agreement**”).

Now this deed witnesses as follows:

1. INTERPRETATION**1.1 Definitions**

Terms defined in the Agreement shall have the same meanings when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) of the Agreement will be deemed to be set out in full in this deed, but as if references in those clauses to the Agreement were references to this deed.

2. ACCESSION OF NEW CHARGOR**2.1 Accession**

Each New Chargor agrees to be a Chargor for the purposes of the Agreement with immediate effect and agrees to be bound by all of the terms of the Agreement (including, for the avoidance of doubt, clause 7.3 (*Negative Pledge*) of the Agreement) as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Subject to any limits on its liability specified in the Secured Debt Documents, each New Chargor covenants, as a primary obligor and not only as surety, with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Security Agent).

2.3 Fixed Security

Subject to Clause 3.3 (*Excluded Assets*) of the Agreement:

- (a) the Italian Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge:
 - (i) all of its Shares, including without limitation as specified in Schedule 1 (*Shares*) to this deed, and all corresponding Related Rights; and
- (b) the UK Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge:
 - (i) all of its Shares and all corresponding Related Rights; and
 - (ii) all of its Bank Accounts, including without limitation as specified in Schedule 2 (*Bank Accounts*) to this deed, and all corresponding Related Rights.

3. CONSENT OF EXISTING CHARGORS

The Company agrees, on behalf of itself and the existing Chargors, to the terms of this deed and agrees that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Agreement.

4. CONSTRUCTION OF AGREEMENT

- (a) The Agreement shall remain in full force and effect as supplemented by this deed.
- (b) The Agreement and this deed shall be read together as one instrument on the basis that references in the Agreement to "this deed" or "this Agreement" will be deemed to include this deed.

5. FAILURE TO EXECUTE

Failure by one or more parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

6. GOVERNING LAW AND JURISDICTION

This deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that the courts of England 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 or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).


In witness whereof this deed has been duly executed as a deed and is delivered on the date first above written.

SCHEDULE 1

SHARES

Name of Chargor which holds the shares	Name of Obligor issuing shares	Number and class
Italmatch Chemicals S.p.A. <i>(formerly Fire (BC) S.p.A.)</i>	Italmatch Chemicals GB Limited	3550002 Ordinary

SCHEDULE 2**BANK ACCOUNTS**

Name of Chargor	Name and address of institution at which account is held	Account Number (IBAN)	Sort Code
Italmatch Chemicals GB Limited	Unicredit Bank AG London Branch, Moor House, 120 London Wall, London EC2Y 5ET	GBP:	
		EUR:	
		USD:	

SIGNATORIES TO DEED OF ACCESSION

The UK CHARGOR

EXECUTED as a DEED by
ITALMATCH CHEMICALS GB LIMITED
acting by Iryna Kyrylchuk, Attorney)
as attorney for ITALMATCH CHEMICALS)
GB LIMITED under a power of attorney dated)
9 December 2020)
)

Title: Iryna Kyrylchuk, Attorney

Witness

Name of witness Notary Public London, England (Saville J. Milburn)

Address:

Occupation:



Notice Details:

Address: Italmatch Chemicals GB Limited, Ashburton Road West, Trafford Park, Manchester, M17 1SX, United Kingdom

c/o: Via Magazzini del Cotone, 17 - Modulo 4 Genova (GE) - 16128 - Italy

Email: m.turci@italmatch.com

Attention: Maurizio Turci

THE ITALIAN CHARGOR

EXECUTED as a **DEED** by
ITALMATCH CHEMICALS S.P.A.
(formerly Fire (BC) S.p.A.)
acting by Iryna Kyrlychuk, Attorney

)
)
)
)

Title: Iryna Kyrlychuk, Attorney

Witness

Name: Notary Public London, England (Sophia J. McBurn)

Address:

Occupation:



Notice Details:

Address: C/o: Via Magazzini del Cotone, 17 - Modulo 4 Genova (GE) - 16128 - Italy

Email: m.turci@italmatch.com

Attention: Maurizio Turci

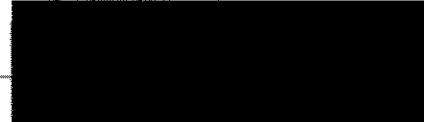
THE COMPANY

EXECUTED as a **DEED** by
ITALMATCH CHEMICALS S.P.A.
(formerly Fire (BC) S.p.A.)
acting by Iryna Kyrylchuk, Attorney

)
)
)
)



Title: Iryna Kyrylchuk, Attorney



Witness

Name: Notary Public London, England (Sophie J. Milburn)

Address:

Occupation:



Notice Details:

Address: C/o: Via Magazzini del Cotone, 17 - Modulo 4 Genova (GE) - 16128 - Italy

Email: m.turci@italmatch.com

Attention: Maurizio Turci

THE SECURITY AGENT

Signed by

Silvia Renna, Attorney

(PRINT NAME OF FIRST ATTORNEY)

and

(PRINT NAME OF SECOND ATTORNEY)

as attorneys for **BNP PARIBAS, ITALIAN
BRANCH** pursuant to a power of attorney
dated **9 December 2020**

(SIGNATURE OF FIRST ATTORNEY)

(SIGNATURE OF SECOND ATTORNEY)

Notice Details:

Address: Piazza Lina Bo Bardi 3, 20124, Milan

Email: dl.milan.loanagency.cib@bnpparibas.com

Attention: Loan Agency CIB