

## PATENT ASSIGNMENT

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| SUBMISSION TYPE:  | NEW ASSIGNMENT                         |
| NATURE OF CONVEYANCE:   | ASSIGNMENT                             |
| CONVEYING PARTY DATA  |  |
| Name  | Execution Date                         |
| COATES BROTHERS LIMITED   | 10/14/2011                             |
| RECEIVING PARTY DATA  |  |
| Name:   | SUN CHEMICAL LIMITED                   |
| Street Address:   | Cow Lane, Watford                      |
| City:   | Hertfordshire                          |
| State/Country:  | UNITED KINGDOM                         |
| Postal Code:  | WD25 9PJ                               |
| PROPERTY NUMBERS Total: 1   |  |
| Property Type   | Number                                 |
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| Total Attachments: 19<br>source=Notarized Agreement Coates Brother Limited to Sun Chemical Limited#page1.tif<br>source=Notarized Agreement Coates Brother Limited to Sun Chemical Limited#page2.tif<br>source=Notarized Agreement Coates Brother Limited to Sun Chemical Limited#page3.tif<br>source=Notarized Agreement Coates Brother Limited to Sun Chemical Limited#page4.tif |  |

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CLIFFORD

~~CHANCE~~

We hereby certify this  
to be a true copy of the  
original.

Signed *Clifford Chance*  
Clifford Chance  
Limited Liability Partnership  
200 Aldersgate Street  
London  
EC1A 4JJ

LIMITED LIABILITY PARTNERSHIP

EXECUTION COPY

COATES BROTHERS LIMITED

and

SUN CHEMICAL LIMITED

AGREEMENT FOR THE TRANSFER  
OF THE BUSINESS OF COATES BROTHERS

I confirm that this is a true copy of the  
Clifford Chance certified copy of the Agreement for  
the Transfer of the Business of Coates Brothers between  
Coates Brothers Limited and Sun Chemical Ltd dated  
30th November 2002. Copies of pages 14-26, which  
list the names of individual employees, have been  
omitted.

Dated: 14th October 2011

*M. J. H.*

COMPANY SECRETARY  
SUN CHEMICAL LTD.

*Anthony J. Stade*  
Notary Public

See attached certificate

PATENT

REEL: 027557 FRAME: 0194

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THIS AGREEMENT is made on 30 NOVEMBER 2002

BETWEEN:

- (1) COATES BROTHERS LIMITED, a company incorporated in England and Wales (registered no. 00027991) whose registered office is at Cray Avenue, St Mary Cray, Orpington, Kent BR5 3PP (the "Transferor"); and
- (2) SUN CHEMICAL LIMITED, a company incorporated in England and Wales (registered no. 02647054) whose registered office is at Cow Lane, Watford, Hertfordshire, WD25 9PJ (the "Transferee").

WHEREAS:

- (A) The Transferor and the Transferee are part of a group of companies of which Sun Chemical Group B.V. is the parent company (the "Group").
- (B) The Group is in the process of implementing a reorganisation (the "Reorganisation") in order to consolidate certain of the businesses carried on by the Group into the Transferee so as, *inter alia*, to rationalise the structure of the Group.
- (C) The purpose of this Agreement is, *inter alia*, to ensure that, to the extent practicable, from and after the Completion Date the Business (as defined below) and each of the assets and liabilities of the Business as at the Completion Date (as defined below) is carried on, owned and assumed (as the case may be) by the Transferee.
- (D) For the reasons detailed above, the Transferor shall transfer to the Transferee and the Transferee shall accept such transfer of the Assets and the Assumed Liabilities (each as defined below), upon the terms and conditions set out below in this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (including the recitals and schedules), unless the context otherwise requires:

"Act" means the Companies Act 1985 as amended;

"Assets" means the benefit (subject to the burden) of the Contracts, the Fixed Plant, the Goodwill, the Intellectual Property Rights, the Equipment, the Records, the Stock, the Real Property, the Trade Debts and all other property, rights, entitlements and assets owned by the Transferor which are used in connection with the Business at the Completion Date (wherever located) and the benefit of any amount to which the Transferor is entitled from a person (including, without limitation, an insurer) in respect of damage or injury to any of the above assets, other than an amount spent before the Completion Date in repairing the damage or injury and "Asset" shall be construed accordingly;

"Assumed Liabilities" means, in relation to the Transferor, all actual, accrued, future or contingent, claims, demands, proceedings, actions, liabilities, losses, debts, costs or expenses of or against the Transferor (including Trade Credits) to the extent that such relate to the Assets owned, or the Business as carried on, by the Transferor or its predecessor at any time up to and including the Completion Date;

"Business" means the business and activities formerly carried out to the Transferor immediately prior to Completion;

"Coates Brothers Life Pension Scheme" means the Coates Brothers Life Assurance & Pension Scheme established with effect from 1 February 1962 and currently governed by the Definitive Trust Deed and Rules dated 24 June 1993;

"Completion" means completion of the sale and purchase of the Business and the Assets and the assumption of Assumed Liabilities in accordance with clauses 4 and 6;

"Completion Date" means the date on which Completion takes place;

"Contracts" means all the contracts to which the Transferor is a party or which the Transferor obtains the benefit of or under which the Transferor has a right, title or interest and which (in each case) relate predominantly or exclusively to the Business as carried on at the Completion Date and which are unperformed (wholly or partly) at the Completion Date including, without limitation, supply and distribution agreements, customer and supplier contracts, leases, licences and hire and hire purchase agreements and "Contract" means any one of them;

"Employees" means those persons employed or assigned to work in the Business at the Completion Date as set out in Schedule 2;

"Equipment" means the research equipment, office equipment and furnishings, computers and other similar articles owned by the Transferor and used by the Employees exclusively or predominately in connection with the Business as carried on at the Completion Date;

"Fixed Plant" means all fixed plant and machinery owned by the Transferor which is used exclusively or predominately in connection with the Business at the Completion Date;

"Goodwill" means the goodwill of the Business as at the Completion Date and the Transferee's exclusive right to represent itself as operating the Business in succession to the Transferor;

"Group" has the meaning given in Recital (A) above;

"Intellectual Property" means:

- (a) patents, trade marks, service marks, registered designs, applications for any of those rights, trade and business names (including internet domain names and e-mail address names), unregistered trade marks and service marks, copyrights, database rights, know-how, confidential information rights in designs and inventions, including the right to sue for infringement or breach of any of the above (regardless of whether such occurs before or after the Completion Date);
- (b) the sui generis right for the maker of a database to prevent extraction or re-utilisation or both of the whole or a substantial part of the contents of that database, as described in Directive 96/9/EC on the legal protection of databases;
- (c) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraphs (a) and (b); and
- (d) rights of the same or similar effect or nature as or to those in paragraphs (a), (b) and (c),

in each case in any jurisdiction;

"Intellectual Property Rights" means all Intellectual Property owned by the Transferor and used in connection with the Business as carried out at the Completion Date;

"Leases" means the leasehold properties listed in Schedule 3;

"Losses" means damages, awards, losses, costs, penalties, interest and expenses (including all legal and other professional fees on an indemnity basis);

"Real Property" means all those freehold and leasehold properties listed in Schedule 3;

"Records" means the books and records of the Transferor relating exclusively or predominately to the Business as carried out at the Completion Date (including, without limitation, all bought and sold ledgers, purchase and sales day books and purchase and sales invoices);

"Reorganisation" has the meaning given in Recital (B) above;

"Stock" means the stock of raw materials, partly finished and finished goods (including, without limitation, stationary and other consumables) owned by the Transferor which relates exclusively or predominately to the Business as carried on at the Completion Date;

"Sun Chemical Scheme" means the Sun Chemical Limited Retirement Benefit Scheme established by interim trust deed dated 8 June 1987 and currently governed by the definitive trust deed and rules dated 11 June 1991 (as amended);

"Trade Credits" means all amounts owing to trade creditors by the Transferor in connection with its business as carried on at the Completion Date in respect of goods or services supplied to the Transferor in connection with its business before the Completion Date (whether or not invoiced and whether or not due and payable at that time) and "Trade Credit" means any of those amounts;

"Trade Debts" means all amounts owing to the Transferor by trade debtors in connection with its business as carried on at the Completion Date in respect of goods or services supplied by the Transferor in connection with its business before the Completion Date (whether or not invoiced and whether or not due and payable at that time) and "Trade Debt" means any of those amounts;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 1981;

"VAT" means value added tax as imposed by the VAT Act, and includes any other tax from time to time replacing it or of a similar nature; and

"VATAc" means the Value Added Tax Act 1994;

1.2 In this Agreement (including the Introduction and schedules), unless the context otherwise requires, a reference to:

1.2.1 a "subsidiary undertaking" or "parent undertaking" is to be construed in accordance with section 258 of the Act and a "subsidiary" or "holding company" is to be construed in accordance with section 736 of the Act;

1.2.2 a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time before the date of this

Agreement and any subordinate legislation made under the statutory provision before the date of this Agreement;

- 1.2.3 a person includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality);
  - 1.2.4 a person includes a reference to that person's legal personal representatives and successors;
  - 1.2.5 a clause, paragraph or schedule, unless the context otherwise requires, is a reference to a clause or paragraph of or schedule to this Agreement;
  - 1.2.6 any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term and any English statute shall be construed so as to include equivalent or analogous laws of any other jurisdiction;
  - 1.2.7 a document is a reference to that document as from time to time supplemented or varied;
  - 1.2.8 "include", "includes" or "including" shall be construed without limitation.
- 1.3 The headings in this Agreement do not affect its interpretation.
- 1.4 Any reference to any person in relation to VAT shall (where appropriate and unless the context otherwise requires) be construed, at any time when such person is treated as a member of a group for the purposes of sections 43 to 43C of the VAT Act, to include a reference to the representative member of such group at such time (the term "representative member" to be construed in accordance with the said sections 43 to 43C).
2. TRANSFER
- The Transferor agrees to transfer and the Transferee agrees to take the Assets on an "as is, where is" basis with effect from the Completion Date.
3. PURCHASE PRICE
- 3.1 The purchase price of the Assets is the aggregate net book value of the Assets and the Assumed Liabilities at the Completion Date.
- 3.2 At Completion, the Transferee shall pay to the Transferor £52,636,000 on account of the purchase price payable under clause 3.1 and this amount will be left outstanding on an inter-company loan account.
- 3.3 Within one month of Completion the parties will take all steps necessary to ensure that a set of closing accounts of the Business (the "Closing Accounts") are finalised and the actual amount of the purchase price payable under clause 3.1 will be determined in accordance with the Closing Accounts. To the extent that the purchase price as determined by the Closing Accounts is more than (or less than) the estimated purchase price paid by the Transferee at Completion under clause 3.2, the amount of the inter-company loan will be adjusted accordingly by such amount. If the Closing Accounts are not finalised within one month of the date of Completion and the purchase price



payable under clause 3.1 cannot be determined (or the parties are otherwise unable to reach agreement as to whether any adjustment should be made) the parties agree that Deloitte & Touche acting as expert and not as arbitrator shall be appointed to determine the purchase price of the assets in accordance with clause 3.1 and accordingly, whether any adjustment to the amount of the inter-company loan is required.

4. COMPLETION

4.1 Completion shall take place immediately following signature of this Agreement.

4.2 On Completion the Transferor shall:

4.2.1 deliver to the Transferee possession of and title to such of the Assets as are owned by the Transferor and are capable of being so transferred by delivery (and to the extent not already transferred prior to Completion); and

4.2.2 subject to the provisions of clauses 5 and 9, (if the Transferee requests) deliver to the Transferee (in a form reasonably satisfactory to the Transferee) duly executed assignments, transfers or novations in respect of such of the Assets as are owned by the Transferor and are capable of being so assigned, transferred or novated but are not capable of being transferred by delivery provided that the Transferee may if it so wishes agree in respect of any assignment, transfer or novation that such assignment, transfer or novation shall be provided as soon as practicable following Completion if favour of the Transferee (or as the Transferee directs).

5. ASSIGNMENT OF CONTRACTS

5.1 Subject to the provisions of clause 5.4, on Completion the Transferor shall hereby assign to the Transferee, with effect from the Completion Date, all of its respective right, title, property, benefit and interest in and to the Contracts, subject always to the burden of such Contracts being assumed by the Transferee.

5.2 Subject to clause 5.4, after the Completion Date the Transferee shall:

5.2.1 (to the extent practicable and provided that to do so would not constitute a breach or potential breach of the terms of the relevant Contract) perform all obligations of the Transferor under each Contract in accordance with the terms of the relevant Contract; and

5.2.2 indemnify the Transferor against each loss, liability, damage, cost and expense which the Transferor may reasonably incur as a result of the performance by the Transferee of such obligations under each Contract to the extent that the loss, liability, damage, cost or expense is attributable to the act or omission of the Transferee after the Completion Date (including, without limitation, each loss, liability, damage, cost or expense reasonably incurred as a result of defending or settling a claim alleging such a liability).

5.3 The Transferor shall indemnify the Transferee against each loss, liability, damage, cost and expense which the Transferee may reasonably incur under or pursuant to any Contract to the extent that the loss, liability, damage, cost or expense is attributable to an act or omission of the Transferor whether before, at or after the Completion Date (including, without limitation, each loss, liability, damage, cost or expense reasonably incurred as a result of defending or settling a claim alleging such a liability).

5.4 If any of the Contracts cannot be transferred to the Transferee except by an assignment made with the consent of another party to such Contract or by an agreement of novation, then the following provisions shall apply:

5.4.1 this Agreement shall not constitute an assignment or an attempted assignment of the Contract as described in clause 5.1 if the assignment or attempted assignment would constitute a breach of the Contract;

5.4.2 for a period of six months after Completion the Transferor and the Transferee shall make reasonable efforts to obtain the relevant person's consent to the assignment, or achieve the novation, of the Contract in favour of the Transferee or as it shall direct; and

5.4.3 until the consent is obtained or novation is achieved the Transferor shall, at the Transferee's sole cost and risk (and to the extent practicable and provided that to do so would not constitute a breach or potential breach of the terms of the Contract) do or procure to be done each act and thing reasonably requested of it by the Transferee to enable performance of the Contract, hold the benefits of the Contract on trust for the Transferee and otherwise provide for the Transferee the benefits of the Contract (including, without limitation, enforcement or exercise of a right of the Transferor against another party to the Contract, whether arising out of its termination by the other party or otherwise).

5.5 After Completion, at the Transferor's request, the parties shall co-operate to procure the novation of the Contracts.

#### 6. ASSUMED LIABILITIES

As at and with effect from the Completion Date, the Transferee shall assume and be responsible for and shall satisfy and discharge in a proper manner all Assumed Liabilities and shall indemnify the Transferor in respect of all liabilities, losses, damages, costs and expenses (whether actual, accrued or contingent) incurred by the Transferor in respect thereof.

#### 7. EMPLOYEES

7.1 The parties declare that they each consider the transaction contemplated by this Agreement to constitute the transfer of an undertaking for the purposes of the Transfer Regulations and accordingly the contracts of employment of the Employees will (with the exception of any terms relating to an occupational pension scheme) have effect from Completion as if originally made between the Employees and the Transferee and the Transferee agrees with the Transferor that with effect from Completion all rights powers duties and liabilities in respect of the Employees shall pass to the Transferee (with the exception of any terms relating to an occupational pension scheme).

7.2 All amounts payable under or in connection with the contract of employment of each of the Employees in respect of any remuneration period commencing prior to Completion shall be for the account of the Transferor and in respect of any such periods commencing thereafter for the account of the Transferee.

7.3 The Transferee shall indemnify the Transferor and keep it fully indemnified at all times against all liabilities to or in respect of or on behalf of any of the Employees arising out of the employment of or the termination of employment of any of the Employees (except in relation to any occupational pension scheme) whether arising

before on or after Completion and against all and any costs expenses or damages incurred by the Transferor in contesting any claims in respect thereof.

7.4 In the event that:

7.4.1 any Employee asserts or establishes that his or her employment has not transferred to the Transferee; or

7.4.2 any person other than an Employee asserts or establishes that his or her employment has transferred to the Transferee;

the Transferor and Transferee will co-operate to ensure the acceptance by such Employee or other person of an offer of employment by either the Transferor or Transferee as deemed appropriate by the Transferor and Transferee having regard to the duties carried out by such Employee or other person and the requirements of the Business.

7.5 Within 7 days after Completion the Transferee shall send a letter to the Employees in the agreed form as set out in Schedule 1.

8. PENSIONS

8.1 The Transferor and Transferee shall make appropriate arrangements to procure that as soon as reasonably practicable after Completion the Inland Revenue Savings Pensions and Share Schemes Office, the Inland Revenue National Insurance Contributions Office and the Registrar of Pension Schemes are notified of the relevant changes in respect of the Employees' pension arrangements and that all of the regulatory submissions, notifications and all such other acts and things as are necessary to effect the continuation of the Employees' pension arrangements under the Coates Brothers plc Pension Scheme or the Sun Chemical Scheme (including, if appropriate, any need to address the schemes' arrangements in respect of member nominated trustees or directors pursuant to Regulation 20 of the Occupational Pension Schemes (Member-Nominated Trustees and Directors) Regulations 1996).

8.2 The Transferor and Transferee shall make appropriate arrangements to ensure that the obligations of the Transferor to pay pension benefits and death benefits to or in respect of Employees or past Employees shall be transferred to the Transferee and shall ensure that any other acts and things as are necessary to effect the continuation of such direct payment obligations by the Transferee are completed.

9. PROPERTY

9.1 To the extent that no Consents (as defined below) are required, the Transferor shall assign or procure the assignment to the Transferee of the Real Property on the Completion Date.

9.2 The Transferor shall as soon as practicable after the Completion Date (to the extent that it is necessary and it has not already done so) apply for and use all reasonable endeavours to obtain the reversioners' consents to the assignments or transfers of the Leases to the Transferee (the "Consents") insofar as such consents are required for such assignments or transfers and shall complete the remaining assignments and/or transfers as soon as practicable after obtaining the relevant Consents.

9.3 The Transferee shall promptly supply such information and references (if any) as may be reasonably required of it in order to obtain the Consents.

- 9.4 The Transferee shall (and procure that any nominee shall) promptly comply with the reversioners' reasonable and lawful requirements in relation to the applications to them for the Consents (including, for the avoidance of doubt, the provision of guarantees and rent deposits where reasonably and properly required).
- 9.5 Each of the assignments and transfers of the Leases to the Transferee shall contain a covenant by the Transferee with the Transferor that the Transferee will on and from the date of that assignment or transfer and throughout the period that the Transferee remains bound by the terms of the relevant Lease pay the rent thereby payable and perform and observe the obligations on the part of the tenant and the conditions therein contained and will at all times after the date of that assignment or transfer keep the Transferor indemnified against all losses in respect of the said rent obligations and conditions or in any way relating thereto and the Transferor and Transferee agree that the indemnity contained in this clause 9.5 shall have effect from the Completion Date.
- 9.6 The Transferor shall (where reasonably and properly required by the relevant reversioner) provide to the relevant reversioner an authorised guarantee agreement in respect of the Transferee's performance of the relevant Lease and the Transferee agrees to indemnify the Transferor against all losses liability etc arising under the authorised guarantee agreement(s).
- 9.7 If completion of any of the assignments or transfers of the Leases to the Transferee shall not have taken place on or by the Completion Date, the Transferee shall pay or procure that there is paid to the Transferor on and from the Completion Date a licence fee equal to all rents, insurance premiums, service charges and other amounts whatsoever payable under the relevant Lease from and including the Completion Date.
- 9.8 The sums payable by the Transferee under clause 9.7 shall be payable at the same times and in the same manner as such sums are payable under the relevant Lease(s).
- 9.9 Until the completion of the assignment or transfer of the Leases, the Transferee (or its nominee) shall be entitled to occupy the relevant property demised by the relevant Lease either pursuant to the provisions of the Lease concerning the sharing of occupation with group companies or as a licensee only without any tenancy or lease being created or security of tenure being obtained, and shall occupy them in accordance with the terms of the relevant Lease and subject to the terms and provisions contained in the Leases which terms and provisions the Transferee shall procure are observed and performed and the Transferee shall indemnify and keep indemnified the Transferor against all losses on account of any breach or non-observance thereof.
- 9.10 If assignments or transfers of any of the Leases have not been completed within nine (9) months of Completion Date the Transferee may (at its sole discretion) either:-
- 9.10.1 complete the relevant assignment or transfer notwithstanding that the relevant reversioner's consent has not been obtained; or
- 9.10.2 determine its occupation of the relevant property forthwith on written notice following which the Transferor shall re-occupy the property and all obligations and liabilities on the part of the Transferee shall cease and determine with effect from the date the Transferee yields up vacant possession (without prejudice to antecedent liabilities)

10. FURTHER OBLIGATIONS

- 10.1 Following Completion the Transferor shall do and execute, or procure to be done and executed, all such acts, deeds, documents and things as shall reasonably be required or

desirable for the purpose of (a) vesting in the Transferee (or as the Transferee may direct) the full legal and beneficial title to such of the Assets as are to be transferred or procured to be transferred by the Transferor to the Transferee pursuant to this Agreement, (b) giving the Transferee (or its nominee) the full benefit of this Agreement and (c) otherwise implementing this Agreement and the matters contemplated herein.

10.2 If title to any of the Assets is not effectively vested in the Transferee at Completion, the Transferor shall, subject to clause 5 and until title is effectively vested in the Transferee (or as the Transferee may direct), hold those Assets on trust for the Transferee and, to the extent practicable, provide to the Transferee (or as the Transferee may direct) the full benefit of those Assets.

10.3 The Transferor agrees that on and after Completion it shall (a) account to the Transferee, as soon as is reasonably practicable, for any monies received by or on behalf of it or for its benefit on or after the Completion Date which relate to the Business or the Assets and (b) upon it receiving any notices, correspondence, information or enquiries in relation to the Business or the Assets, pass the same, as soon as is reasonably practicable, to the Transferee.

#### 11. VALUE ADDED TAX

##### 11.1 TOWN

The Transferor and the Transferee intend that Article 5 of the Value Added Tax (Special Provisions) Order 1995 shall apply to the transfer of the Assets pursuant to this Agreement and agree to use all reasonable endeavours to secure that such transfer is treated under such article as neither a supply of goods nor a supply of services for VAT purposes.

##### 11.2 All sums exclusive of VAT

All sums payable by any party to any other party pursuant to this Agreement shall be deemed to be exclusive of any VAT which is chargeable on the supply or supplies for which such sums (or any part thereof) are the whole or part of the consideration for VAT purposes.

##### 11.3 Payment of VAT

Where, pursuant to the terms of this Agreement and notwithstanding clause 11.1 above, any party (the "Supplier") makes a supply to any other party (the "Recipient") for VAT purposes and VAT is or becomes chargeable in respect of such supply, the Recipient shall pay to the Supplier (in addition to any other consideration for such supply) a sum equal to the amount of such VAT, such payment to be made on the later of (i) payment of any other consideration for such supply, and (ii) receipt by the Recipient of a valid VAT invoice in respect of such supply.

##### 11.4 VAT Records

11.4.1 The Transferor may seek a direction pursuant to section 49 of the VAT Act for the records referred to in that section (the "VAT Records") to be preserved by the Transferor after the date of Completion. If such direction is not sought or, if sought, is not given before the date of Completion, the Transferor shall on the date of Completion deliver the VAT Records to the Transferee. If, following the date of Completion, the Transferor obtains a direction as aforesaid, the Transferee shall forthwith after written request for the same

return the VAT Records to the Transferor. The party with the final custody of the VAT Records shall during the period for which such records are required to be preserved under paragraph 6 of Schedule 11 to the VAT Act, preserve such records and, where such records are required by any other party, on reasonably prior notice and at the cost of such person, access to such records for the purpose of inspecting and making copies of the same.

11.4.2 If the Transferee is the party with final custody of the VAT Records in accordance with the provisions of clause 11.4.1 above, it shall procure that any future custodian of the VAT Records will preserve such records and afford access to the Transferor in accordance with such foregoing provisions and the Transferee shall notify the Transferor in writing forthwith on ceasing to have custody of the VAT Records and inform the Transferor of the name and address of the new custodian.

## 12. GENERAL

12.1 No waiver of any term, provision or condition of this Agreement shall be effective unless such waiver is evidenced in writing and signed by or on behalf of the party granting such waiver.

12.2 Except as set out in this Agreement, no variation of it shall be valid or effective unless it is in writing and signed by or on behalf of each party.

12.3 If at any time any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby.

12.4 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

12.5 The parties' rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

12.6 Except to the extent that they have been performed and except where this Agreement provides otherwise, the obligations contained in this Agreement remain in force after Completion.

12.7 If any claim for payment under this Agreement is based on a liability which is contingent only or not yet due, the party from whom such payment is claimed shall not be liable to make any payment in respect of the claim unless and until the contingent liability becomes an actual liability or becomes due.

12.8 No party shall be entitled, pursuant to any of the indemnities provided to it under this Agreement, to claim more than once in respect of the same loss, liability, damage, cost or expense.

## 13. THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not

affect any right or remedy of a third party which exists or is available apart from that Act.

14. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

15. GOVERNING LAW AND JURISDICTION

15.1 This Agreement is governed by, and shall be construed in accordance with, English law.

15.2 The courts of England have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement (respectively, "Proceedings" and "Disputes") and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

15.3 Each party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide any Proceedings and to settle any Disputes and agrees not to claim that the courts of England are not a convenient or appropriate forum.

SCHEDULE 1

LETTER FROM SUN CHEMICAL LIMITED TO FORMER COATES BROTHERS LIMITED EMPLOYEES

[Date]

BY HAND

[NAME OF EMPLOYEE AND ADDRESS]

Dear [insert name]

[Further to earlier communications] this letter is to confirm that the business previously carried on by Coates Brothers Limited was transferred to Sun Chemical Limited on [DATE] and with effect from that date your employment is with this company. Your contract of employment is in no way affected as a result of this change and, of course, your continuity of employment is maintained. It is not intended that your pension benefits will change in connection with this transfer. If any changes are to be made to your pension arrangements you shall receive further information in due course. If you have any queries relating to the above, please contact [\*].

Yours faithfully

[Name]  
For and on behalf of  
Sun Chemical Limited



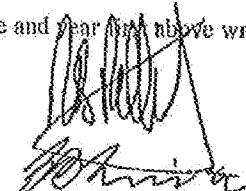
**SCHEDULE 3**  
**REAL PROPERTY**

1. **FREEHOLD**
  - 1.1 Land to the West of Cray Avenue, St. Mary Cray (title number SGL400368)
  - 1.2 Land at St. Mary Cray as described by the conveyance dated 17 September 1957 between B.O'Sullivan (Kenley) Limited (1) and Coates Brothers & Company Limited (2)
  - 1.3 35 Hood Avenue, St Mary Cray, Orpington, Kent, BR5 2BB
  - 1.4 Land adjoining Orby Road situate at Orangefield, Knockbreda, Belfast, Northern Ireland as described by the conveyance dated 24 April 1964 between Lettice Arden Blakiston Houston and George Lennox Cotton (1) and Coates Brothers and Company Limited (2)
2. **LEASEHOLD**
  - 2.1 Unit 2, Willow Road, Sycamore Park, Castle Donington, Leicestershire (title number LT275708)
  - 2.2 Unit 16, Trent Lane Industrial Estate, Castle Donington, Leicestershire demised by an underlease dated 26 July 2002 between Cott Beverages Limited (1) and Coates Brothers plc (2)
  - 2.3 Suites No.2 and 3 of Earls House, Team Valley, Barlway, Gateshead, Tyne & Wear, NE11 0RQ demised by a lease dated 5 October 2000 between UK Land Investments Limited (1) and Coates Brothers plc (2)
  - 2.4 Bay 2 Building No.1, Trading Estate, Slough, Berkshire SL1 4LR demised by a lease dated 22 April 1980 between Slough Trading Estate Limited (1) and Capital Colours Limited (2)
  - 2.5 437 Town Mill Road, Glasgow
  - 2.6 3A, The Apex, Tannochside, Lanarkshire, Scotland demised by a lease dated 23 December 1996 between Sun Alliance Trust Company Limited, as trustee for the Laser IV Tannochside Trust (1) and Coates Brothers plc (2)
  - 2.7 Unit 1, Heritage Park, Chichester, Rochdale demised by a lease dated 18 January 2001 between Zelda Properties Limited (1) and Coates Brothers plc (2)
  - 2.8 Units 2/3, Heritage Park, Chichester, Rochdale demised by a lease dated 18 January 2001 between Zelda Properties Limited (1) and Coates Brothers plc (2)
  - 2.9 Unit 4, Heritage Park, Chichester, Rochdale demised by a lease dated 18 January 2001 between Zelda Properties Limited (1) and Coates Brothers plc (2)
  - 2.10 Unit 1, Bardon 22, Beveridge Lane, Bardon Hill, Coalville, Leicestershire (title number LT277273)
  - 2.11 Unit 4, Unicorn Park, Whitby Road, Bristol demised by a lease dated 1 February 1994 between Olives Property Developments Limited (1) and Coates Brothers plc (2)

- 2.12 Unit 5, Unicorn Park, Whithy Road, Bristol demised by a lease dated 1 February 1994 between Olives Property Developments Limited (1) and Coates Brothers plc (2)
- 2.13 Site No. BT1/Z354A Team Valley Trading Estate, Tyne & Wear (title number TY203263)

EXECUTED by the parties on the date and year first above written.

Signed by  
for and on behalf of  
SUN CHEMICAL LIMITED

)  
)  
)  


Signed by  
for and on behalf of  
(COATES BROTHERS LIMITED)

)  
)  
)  


TO ALL to whom these presents shall come I ANTHONY THOMAS SLADE of Sutton in Ashfield Nottinghamshire England Notary Public duly authorised admitted and sworn practising within the United Kingdom of Great Britain and Northern Ireland do hereby certify that MARGARET JULIA PEARCE identified to me by her Passport number 210240073 the Company Secretary of SUN CHEMICAL LIMITED signed the attached Certificate on the Agreement for the Transfer of the Business of Coates Brothers in my presence and she is duly authorised.

IN FAITH and testimony whereof I have hereunto subscribed my name and affixed my seal of office this 14<sup>th</sup> day of October 2011 at Sutton in Ashfield aforesaid

*Anthony T Slade*

ANTHONY THOMAS SLADE  
NOTARY PUBLIC  
+441623 45 11 45  
1 Low Street  
Sutton in Ashfield  
Nottingham  
England  
Protocol Number: 2734



**APOSTILLE**

(Hague Convention of 5 October 1961 / Convention de La Haye du 5 octobre 1961)

**UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND**

1. Country: United Kingdom of Great Britain and Northern Ireland  
Pays: Royaume-Uni de Grande-Bretagne et d'Irlande du Nord  
This public document / Le présent acte public
2. Has been signed by **Anthony T Slade**  
a été signé par
3. Acting in the capacity of **Notary Public**  
agissant en qualité de
4. Bears the seal/stamp of **The Said Notary Public**  
est revêtu du sceau/timbre de
5. at London/à Londres
6. Certified/Attesté  
the/le **17 October 2011**
7. by Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs /  
par le Secrétaire d'Etat Principal de Sa Majesté aux Affaires Etrangères et du Commonwealth
8. Number/sous No **J030375**
9. Stamp:  
timbre:
10. Signature: **J Hibbert**



For the Secretary of State / Pour le Secrétaire d'Etat

If this document is to be used in a country which is not party to the Hague Convention of 5th October 1961, it should be presented to the consular section of the mission representing that country.

An apostille or legalisation certificate only confirms that the signature, seal or stamp on the document is genuine. It does not mean that the content of the document is correct or that the Foreign & Commonwealth Office approves of the content.