Filed Pursuant to Rule 424(b)(3) and Rule 424(c)
Registration Statement No. 333-196235
Registration Statement No. 333-199817

February 17, 2015

PROSPECTUS SUPPLEMENT NO. 25 TO THE JUNE PROSPECTUS (AS DEFINED BELOW)
PROSPECTUS SUPPLEMENT NO. 13 TO THE NOVEMBER PROSPECTUS (AS DEFINED BELOW)

14,825,000 Shares of Common Stock

This prospectus supplement amends our prospectus dated June 19, 2014, as supplemented on July 15, 2014, July 21, 2014, August 6, 2014, August 8, 2014, September 26, 2014, October 1, 2014, October 8, 2014, October 21, 2014, October 30, 2014, November 4, 2014, November 6, 2014, November 17, 2014, November 21, 2014, December 8, 2014, December 12, 2014, January 2, 2015, January 12, 2015, January 26, 2015, January 30, 2015, February 2, 2015 and February 3, 2015 (the "June Prospectus") to allow the selling stockholders named in the June Prospectus (the "June Selling Stockholders") to resell, from time to time, up to 14,825,000 shares of our common stock. The shares of our common stock covered by the June Prospectus (the "June Shares") were issued by us to the June Selling Stockholders in a private placement on May 20, 2014, as more fully described in the June Prospectus.

25,465,024 Shares of Common Stock

This prospectus supplement also amends our prospectus dated November 12, 2014, as supplemented on November 17, 2014, November 21, 2014, December 8, 2014, December 12, 2014, January 2, 2015, January 12, 2015, January 26, 2015, January 30, 2015, February 2, 2015 and February 3, 2015 (the "November Prospectus," and together with the June Prospectus, the "Prospectuses") to allow the selling stockholders named in the November Prospectus (the "November Selling Stockholders," and together with the June Selling Stockholders, the "Selling Stockholders") to resell, from time to time, up to 25,465,024 shares of our common stock. The shares of our common stock covered by the November Prospectus (the "November Shares," and together with the June Shares, the "Shares") were issued by us to the November Selling Stockholders in a private placement on October 8, 2014 and November 6, 2014, as more fully described in the November Prospectus.

This prospectus supplement is being filed to include the information set forth in our Current Report on Form 8-K (other than information furnished pursuant to Items 7.01 or 9.01) filed with the Securities and Exchange Commission (the "SEC") on February 17, 2015, which is set forth below. This prospectus supplement should be read in conjunction with the Prospectuses, which are to be delivered with this prospectus supplement.

Our shares of common stock are listed on the New York Stock Exchange (the "NYSE") under the ticker symbol "PAH." The closing sale price on the NYSE for our shares of common stock on February 13, 2015 was $22.68 per share.

We are an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012.

Investing in our common stock involves risks. You should carefully consider the risks that we have described in "Risk Factors" beginning on pages 6 and 19 of the June Prospectus and November Prospectus, respectively, and under similar headings in any amendments or supplements to the Prospectuses, before investing in the Shares.

Neither the SEC nor any state securities commission has approved or disapproved of these securities or determined if the Prospectuses or this prospectus supplement is truthful or complete. Any representation to the contrary is a criminal offense.

You should rely only on the information contained in the Prospectuses, this prospectus supplement or any future prospectus supplement or amendment. Neither we nor the Selling Stockholders have authorized anyone to provide you with different information. The Selling Stockholders are not making an offer of their Shares in any state where such offer is not permitted.

The date of this Prospectus Supplement is February 17, 2015.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): February 11, 2015

Platform Specialty Products Corporation
(Exact name of registrant as specified in its charter)

Delaware	**001-36272**	**37-1744899**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

5200 Blue Lagoon Drive Suite 855 Miami, Florida	**33126**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (203) 575-5850

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Supplemental Indenture

On February 13, 2015, Platform Specialty Products Corporation (" Platform "), MacDermid, Incorporated (" MacDermid "), MacDermid Holdings, LLC (" Holdings "), Platform Delaware Holdings, Inc., Autotype Holdings (USA) Inc., Bayport Chemical Service, Inc., Canning Gumm, LLC, Dutch Agricultural Investment Partners LLC, Dynacircuits, LLC, Echo International, Inc., MacDermid Acumen, Inc., MacDermid Agricultural Solutions, Inc., MacDermid Anion, Inc., MacDermid Autotype Incorporated, MacDermid Brazil, Inc., MacDermid Group, Inc., MacDermid Houston, Inc., MacDermid International Investments, LLC, MacDermid International Partners, MacDermid Investment Corp., MacDermid MAS LLC, MacDermid Offshore Solutions, LLC, MacDermid Overseas Asia Limited, MacDermid Printing Solutions Acumen, Inc., MacDermid Printing Solutions, LLC, MacDermid Publication & Coating Plates, LLC, MacDermid South America, Incorporated, MacDermid South Atlantic, Incorporated, MacDermid Texas, Inc., MacDermid US Holdings, LLC, MRD Acquisition Corp., NAPP Printing Plate Distribution, Inc., NAPP SYSTEMS INC., Specialty Polymers, Inc., W. Canning Inc., W. Canning, Ltd. and W. Canning USA, LLC, subsidiaries of Platform (collectively, the " Initial Guarantors "), Computershare Trust Company, N.A., as trustee, paying agent and registrar for the USD Notes (as defined below) (the " Trustee ") and Société Générale Bank & Trust, as paying agent, registrar and transfer agent for the EUR Notes (as defined below) (the " EUR Agent "), entered into a supplemental indenture (the " Supplemental Indenture "), which supplemented that certain indenture dated as of February 2, 2015, by and among PSPC Escrow Corp., a wholly-owned subsidiary of Platform (the " Escrow Issuer "), the Trustee and the EUR Agent (the " Initial Indenture " and, together with the Supplemental Indenture, the " Indenture ") pursuant to which the Escrow Issuer issued $1.10 billion aggregate principal amount of 6.500% senior notes due 2022 denominated in U.S. dollars (the " USD Notes ") and €350 million aggregate principal amount of 6.000% senior notes due 2023 denominated in euros (the " EUR Notes " and collectively with the USD Notes, the " Notes "). The Initial Indenture is described more fully in Platform's Current Report on Form 8-K filed with the Securities and Exchange Commission (the " SEC ") on February 3, 2015, which description is incorporated herein by reference.

Pursuant to the Supplemental Indenture, Platform assumed the obligations of the Escrow Issuer under the Notes and the Initial Indenture and the Initial Guarantors jointly and severally, fully and unconditionally guaranteed the Notes on a senior unsecured basis. In general, Platform's existing and future direct and indirect domestic subsidiaries that guarantee Platform's senior secured credit facility will guarantee the Notes. Concurrently with the entry by Platform and the Initial Guarantors into the Supplemental Indenture, the Escrow Issuer was merged with and into Platform and the net proceeds from the issuance and sale of the Notes were released from escrow and used to fund a portion of the cash consideration for the Arysta Acquisition (as defined below).

The description of the Indenture contained herein is not intended to be complete and is qualified in its entirety by reference to the full texts of the Initial Indenture, which was filed with the SEC as Exhibit 4.1 to Platform's Current Report on Form 8-K on February 3, 2015, and the Supplemental Indenture, a copy of which is attached hereto as Exhibit 4.2, and both of which are incorporated herein by reference.

Amendment to Credit Agreement

On February 13, 2015, Platform, Holdings, MacDermid, MacDermid Agricultural Solutions Holdings B.V. (" MASH "), Netherlands Agricultural Investment Partners LLC (" NAIP ") and certain subsidiaries of Platform and Holdings, entered into and closed the transactions contemplated by an amendment (" Amendment No. 3 ") to the Second Amended and Restated Credit Agreement, dated as of August 6, 2014 and amended on November 3, 2014, by and among, inter alia, Platform, Holdings, MacDermid, MASH, NAIP and certain subsidiaries of Platform and Holdings from time to time parties thereto, the lenders from time to time parties thereto and Barclays Bank PLC, as administrative agent and collateral agent (as amended, the " Credit Agreement "). Amendment No. 3, among other things, provided for (i) a new tranche of new term loans denominated in U.S. dollars in an aggregate principal amount of up to $500 million (the " New Tranche B-2 Term Loans "), (ii) an increase in the size of the existing euro tranche term loan facility by €83,000,000 to €287,487,500 (the " Euro Tranche Term Loans "), (iii) an increase in the size of the existing U.S. Dollar revolving credit facility by $75 million to $162.5 million, and (iv) an increase in the size of the existing multicurrency revolving credit facility by $75 million to $162.5 million. Concurrently with the closing of the Arysta Acquisition, the additional $500 million of New Tranche B-2 Term Loans (less original issue discount of 1%), the additional €83 million of Euro Tranche Term Loans (less original issue discount of 2%) and $150 million under the U.S. Dollar revolving credit facility were borrowed to fund a portion of the cash consideration for the Arysta Acquisition.

The New Tranche B-2 Term Loans bear interest at a rate per annum equal to 3.75% plus an adjusted eurocurrency rate, or 2.75% plus an adjusted base rate, calculated as set forth in the Credit Agreement, and would mature on June 7, 2020. Pursuant to Amendment No.3, the previously existing Tranche B term loans will bear interest at 3.50% per annum plus an adjusted eurocurrency rate, or 2.50% plus an adjusted base rate, calculated as set forth in the Credit Agreement.

Revolving loans bear interest at a rate per annum equal to 3.00% plus an adjusted eurocurrency rate, or 2.00% plus an adjusted base rate, each as calculated as set forth in the Credit Agreement, and mature on June 7, 2018 .

Except as set forth in Amendment No. 3 and above, the new Tranche B-2 Term Loans shall have identical terms as the existing Tranche B term loans and shall be otherwise subject to the provisions of the Credit Agreement.

Amendment No. 3 would also, among other things, provide flexibility with respect to certain negative covenants, including by increasing certain dollar baskets.

The foregoing description of Amendment No.3 does not purport to be complete and is qualified in its entirety by reference to the full text of Amendment No.3, a copy of which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

Registration Rights Agreement

In connection with the Arysta Acquisition and the issuance of the Series B Convertible Preferred Stock (as defined below) to the Seller (as defined below), Platform entered into a registration rights agreement with the Seller dated the Closing Date (as defined below), pursuant to which Platform agreed to (i) file a registration statement with the SEC covering the resale of a maximum of 22,107,590 shares of common stock of Platform issuable upon conversion of the Series B Convertible Preferred Stock, as soon as reasonably practicable following the issuance of the Series B Convertible Preferred Stock, and (ii) use its commercially reasonable efforts to cause the SEC to declare such registration statement effective by not later than six months following the date of the registration rights agreement .

The foregoing summary of the registration rights agreement does not purport to be complete and is qualified in its entirety by reference to the full text of such agreement, a copy of which is attached hereto as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Amendment to Share Purchase Agreement

The information set forth under Item 2.01 of this Current Report on Form 8-K under "Amendment to Share Purchase Agreement" is hereby incorporated in this Item 1.01 by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

Closing of the Arysta Acquisition

On February 13, 2015 (the " Closing Date "), Platform completed the previously announced acquisition of Arysta LifeScience Limited (" Arysta "), an Irish private limited company and a leading global provider of crop solutions, with expertise in agrochemical and biological products (the " Arysta Acquisition "), pursuant to a share purchase agreement (the " Share Purchase Agreement ") initially entered into with Nalozo S.à.r.l (the " Original Seller ") on October 20, 2014, as amended, for approximately $3.51 billion, consisting of $2.91 billion in cash, subject to working capital and other adjustments, and $600 million of new Series B convertible preferred stock of Platform (the " Series B Convertible Preferred Stock "). Platform financed the Arysta Acquisition with the proceeds from available cash on hand, the offering of the Notes and the additional borrowings made under the Credit Agreement, as described under Item 1.01 above.

The Series B Convertible Preferred Stock may be converted into such number of shares of common stock of Platform as is determined by dividing a $1,000 liquidation preference by a conversion price of $27.14. Each share of Series B Convertible Preferred Stock that is not previously converted to common stock will be subject to automatic redemption on the first to occur of (a) October 20, 2016 (the " Maturity Date ") or (b) the occurrence of (i) a merger of Platform or a subsidiary of Platform where more than 50% of the voting power of the surviving corporation is held by persons other than the stockholders of Platform, (ii) the sale of all or substantially all of the assets or subsidiaries of Platform in a single transaction or series of related transactions or (iii) a bankruptcy or liquidation of Platform (each of clauses (i), (ii) and (iii), a " Triggering Event "). The redemption price for each share of Series B Convertible Preferred Stock will be $1,000, which must be paid in cash in the event of redemption upon a Triggering Event. The redemption price must be paid in shares of common stock (valued at $27.14 per share) in the event of redemption at the Maturity Date. However, Platform may not issue more than 22,107,590 shares of common stock in connection with a redemption at the Maturity Date. To the extent that the aggregate value of such 22,107,590 shares of common stock is less than $600 million (based on a 10-day volume weighted average price), then, pursuant to the Share Purchase Agreement, such shortfall would be payable in cash by Platform as a purchase price adjustment.

The foregoing description of the Share Purchase Agreement is not intended to be complete and is qualified in its entirety by reference to the full text of the Share Purchase Agreement, which was filed as Exhibit 2.1 to Platform's Current Report on Form 8-K filed with the SEC on October 21, 2014 and which is incorporated herein by reference.

The foregoing summary of the terms of the Series B Convertible Preferred Stock is not intended to be complete and is qualified in its entirety by reference to the full text of the Certificate of Designation (as defined under Item 5.03 below), which is attached hereto as Exhibit 3.1 and incorporated herein by reference.

Amendment to Share Purchase Agreement

In connection with the closing of the Arysta Acquisition, on February 11, 2015, the parties entered into an amendment to the Share Purchase Agreement (the " SPA Amendment ") in order to give effect to, among other things, a restructuring pursuant to which the Original Seller transferred its equity interest in Arysta to Nalozo, L.P., an affiliate of the Original Seller (the " Seller ") and the Seller assumed the obligations of the Original Seller under the Share Purchase Agreement.

The foregoing summary of the SPA Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of such SPA Amendment, a copy of which is attached as Exhibit 2.3 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 of this Current Report on Form 8-K under "Supplemental Indenture" and "Amendment to Credit Agreement" is hereby incorporated in this Item 2.03 by reference.

Item 3.02 Unregistered Sales of Equity Securities.

In connection with the Arysta Acquisition, Platform effected the issuance of the Series B Convertible Preferred Stock in reliance on Section 4(2) of the Securities Act of 1933, as amended, described under Item 2.01 of this Current Report on Form 8-K. Item 2.01 contains a summary of the terms of the Series B Convertible Preferred Stock, which is incorporated into this Item 3.02 by reference.

Item 3.03 Material Modifications of Rights of Security Holders.

For so long as any shares of Series B Preferred Stock shall be outstanding, no dividend or distribution shall be declared or paid or set aside for payment on all or substantially all the outstanding shares of any other outstanding series of preferred stock, other than Platform's Series A preferred stock, or all or substantially all the outstanding shares of Platform's common stock without the prior vote or written consent of the holders of at least a majority of the shares of Series B Convertible Preferred Stock then outstanding, voting separately as a single class.

The holders of shares of Series B Preferred Stock have priority over the holders of shares of Platform's common stock in the event of any liquidation, dissolution or winding up of Platform. Upon the liquidation, dissolution or winding up, whether voluntary or involuntary, before any distribution or payment is made to the holders of Platform's common stock, the holders of shares of Series B Preferred Stock are entitled to be paid out of the assets of Platform an amount equal the stated value of their shares of Series B Preferred Stock, which is initially $1,000 per share, plus any accrued but unpaid dividends.

Item 2.01 of this Current Report on Form 8-K contains a summary of the terms of the Series B Convertible Preferred Stock, which is incorporated into this Item 3.03 by reference.

Item 5.02. Departure of Directors of Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

In connection with the Arysta Acquisition, effective as of February 13, 2015, Platform appointed Wayne M. Hewett to the position of President of Platform. In this role, Mr. Hewett will be leading the agrochemical businesses and overseeing Platform's ongoing operations. Mr. Hewett will be an executive officer for reporting purposes under Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Mr. Hewett, age 50, had served as President and Chief Executive Officer of Arysta since January 2010. Mr. Hewett joined Arysta in October 2009 as Chief Operating Officer. He served as a senior consultant to GenNx360, a private equity firm focused on sponsoring buyouts of middle market companies, from February 2009 to August 2009. Mr. Hewett served as Vice President, Supply Chain and Operations of General Electric Company ("GE"), a diversified technology, media and financial services company, from October 2007 to December 2008. Mr. Hewett served as President and Chief Executive Officer of Momentive Performance Materials, Inc., a global leader in silicones and advanced materials, from December 2006 to June 2007. From 2005 to December 2006, Mr. Hewett served as President and Chief Executive Officer of GE Advanced Materials, a global leader in providing a range of high-technology materials solutions that was renamed Momentive Performance Materials, Inc. after it was acquired by Apollo Management, a private equity firm. Prior thereto, Mr. Hewett's career included more than 15 years with various international divisions of GE, including serving as the President, GE Plastics Pacific. Mr. Hewett, who has lived in Japan and in China, was also a member of GE's Corporate Executive Council. Mr. Hewett holds Bachelor of Science and Master of Science degrees in industrial engineering from Stanford University.

There is no arrangement or understanding between Mr. Hewett and any other person pursuant to which he was appointed as President of Platform. There has been no transaction, or proposed transaction, since January 1, 2014, to which Mr. Hewett or any member of his respective immediate family had or is to have a direct or indirect material interest or any other related transaction with Platform within the meaning of Item 404(a) of Regulation S-K. There are no family relationships between Mr. Hewett and any of Platform's other directors, executive officers or persons nominated or chosen by Platform to become directors or executive officers.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the Arysta Acquisition and the issuance of Series B Convertible Preferred Stock, on February 13, 2015, Platform filed a Certificate of Designation of Series B Convertible Preferred Stock (the " Certificate of Designation ") with the Secretary of State of Delaware. The Certificate of Designation became effective that same day.

Item 2.01 of this Current Report on Form 8-K contains a summary of the terms of the Series B Convertible Preferred Stock, which is incorporated into this Item 5.03 by reference.

A copy of the Certificate of Designation is attached hereto as Exhibit 3.1 and is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On February 17, 2015, Platform issued a press release announcing the closing of the Arysta Acquisition and the related financings, a copy of which is furnished herewith as Exhibit 99.1, and is incorporated herein by reference.

The information contained in this Item 7.01 and Exhibit 99.1 attached hereto shall not be deemed to be "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section. Such information shall not be incorporated by reference into any filing of Platform, whether made before or after the date hereof, regardless of any general incorporation language in such filing, unless expressly incorporated by specific reference to such filing.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired

Arysta's audited consolidated balance sheets as of January 1, 2012 and December 31, 2013 and 2012 and the related audited consolidated statements of income, comprehensive income, changes in equity and cash flows for each of the two years in the period ended December 31, 2013 (prepared in accordance with International Financial Reporting Standards) were filed as Exhibit 99.2 to Platform's Current Report on Form 8-K filed with the SEC on November 3, 2014, as amended by Amendment No.1 on Form 8-K/A filed by Platform with the SEC on November 21, 2014 and Amendment No.2 on Form 8-K/A filed by Platform with the SEC on December 12, 2014, and are incorporated by reference in this Item 9.01(a).

Arysta's unaudited consolidated balance sheet as of September 30, 2014 and the related unaudited consolidated statements of income, comprehensive income, changes in equity and cash flows for the nine-month periods ended September 30, 2014 and 2013 were filed as Exhibit 99.3 to Platform's Current Report on Form 8-K filed with the SEC on January 12, 2015, and are incorporated by reference in this Item 9.01(a).

(b) Pro Forma Financial Information

The pro forma financial information required by this Item is not included in this initial Current Report on Form 8-K and will be filed by amendment of this Current Report within seventy-five (75) days following the Closing Date.

(d) Exhibits

Exhibit Number	Exhibit Title
2.1	Share Purchase Agreement, dated October 20, 2014, between Nalozo S.à.r.l. and Platform (filed as Exhibit 2.1 to Platform's Current Report on Form 8-K filed on October 21, 2014, and incorporated herein by reference). Pursuant to Item 601(b)(2) of Regulation S-K, the schedules to the Share Purchase Agreement have been omitted. Platform agrees to provide a copy of any such omitted schedule to the SEC upon request.
2.2	Amendment Agreement, dated December 2, 2014, between Nalozo S.à.r.l. and Platform (filed as Exhibit 2.1 to Platform's Current Report on Form 8-K filed on December 4, 2014, and incorporated herein by reference).
2.3	Amendment Agreement, dated February 11, 2015, between Nalozo S.à.r.l., Nalozo L.P. and Platform.
3.1	Certificate of Designation of Series B Convertible Preferred Stock.
4.1	Indenture, dated as of February 2, 2015, among Escrow Issuer, the Trustee and the EUR Agent (filed as Exhibit 4.1 to Platform's Current Report on Form 8-K filed on February 3, 2015, and incorporated herein by reference).
4.2	Supplemental Indenture, dated as of February 13, 2015, among Platform, the Initial Guarantors, the Trustee and the EUR Agent.
10.1	Amendment No.3, dated February 13, 2015, among, inter alia, Platform, Holdings, MacDermid, the subsidiaries of the borrower from time to time parties thereto, the lenders from time to time parties thereto, and Barclays Bank PLC, as administrative agent and collateral agent.
10.2	Registration Rights Agreement dated February 13, 2015 between Platform and Nalozo L.P.
10.3	Second Amended and Restated Credit Agreement, dated as of August 6, 2014, among, inter alia, Platform, Holdings, MacDermid, the subsidiaries of the borrower from time to time parties thereto, the lenders from time to time parties thereto and Barclays Bank PLC, as administrative agent and collateral agent (filed as Exhibit 10.1 to Platform's Current Report on Form 8-K filed on August 8, 2014, and incorporated herein by reference).
10.4	Amendment No. 2, dated as of August 6, 2014, among, inter alia, Platform, Holdings, MacDermid, the subsidiaries of the borrower from time to time parties thereto, the lenders from time to time parties thereto, and Barclays Bank PLC, as administrative agent and collateral agent (filed as Exhibit 10.2 to Platform's Current Report on Form 8-K filed on August 8, 2014, and incorporated herein by reference).
99.1	Press release issued on February 17, 2015, announcing the completion of the Arysta Acquisition and the related financing (furnished only).
99.2	Arysta's audited consolidated balance sheets as of January 1, 2012 and December 31, 2013 and 2012 and the related audited consolidated statements of income, comprehensive income, changes in equity and cash flows for each of the two years in the period ended December 31, 2013 (filed as Exhibit 99.2 to Platform's Current Report on Form 8-K filed with the SEC on November 3, 2014, as amended by Amendment No. 1 on form 8-K/A filed by Platform with the SEC on November 21, 2014 and Amendment No. 2 on Form 8-K/A filed by Platform with the SEC on December 12, 2014, and incorporated herein by reference).
99.3	Arysta's unaudited consolidated balance sheet as of September 30, 2014 and the related unaudited consolidated statements of income, comprehensive income, changes in equity and cash flows for the nine-month periods ended September 30, 2014 and 2013 (filed as Exhibit 99.3 to Platform's Current Report on Form 8-K filed with the SEC on January 12, 2015, and incorporated herein by reference).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PLATFORM SPECIALTY PRODUCTS CORPORATION

February 17, 2015

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Senior Vice President and Chief Financial Officer

Exhibit Index

Exhibit Number	Exhibit Title
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2.2	Amendment Agreement, dated December 2, 2014, between Nalozo S.à.r.l. and Platform (filed as Exhibit 2.1 to Platform's Current Report on Form 8-K filed on December 4, 2014, and incorporated herein by reference).
2.3	Amendment Agreement, dated February 11, 2015, between Nalozo S.à.r.l., Nalozo L.P. and Platform.
3.1	Certificate of Designation of Series B Convertible Preferred Stock.
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Exhibit 2.3

EXECUTION VERSION

AMENDMENT AGREEMENT

AMENDMENT No. 3 (this " **Amendment No. 3** "), dated as of February 11, 2015, to the Share Purchase Agreement, dated as of October 20, 2014 and amended as of November 10, 2014 and December 2, 2014 (as amended, the " **Agreement** "), between Nalozo S.à.r.l., a Luxembourg limited liability company (" **Nalozo** " or the " **Seller"**), Nalozo L.P., an Exempted Limited Partnership registered in the Cayman Islands (" **Nalozo LP** ") and Platform Specialty Products Corporation, a Delaware corporation (the " **Purchaser"**).

WITNESSETH:

WHEREAS, the parties hereto have entered into the Agreement; and

WHEREAS, pursuant to and in accordance with Section 11.9 of the Agreement, the parties wish to amend the Agreement as set forth in this Amendment No. 3.

NOW, THEREFORE, in consideration of the premises, and the mutual representations, warranties, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Amendment to Section 1.1(g) and Schedule B-1 . The Agreement is hereby amended by deleting the references to "$60,000,000" in the definition of Cash in Section 1.1(g) and Schedule B-1 and replacing such references with "$80,000,000."

Section 2. Amendment to Section 1.1(qqqq) . The Agreement is hereby amended by deleting clause (iv) of the definition of "Transaction Expenses" in its entirety and inserting in lieu thereof the following:

"(iv) all amounts that are payable by any of the Target Companies pursuant to that certain Option Deed set forth as item 3(ii) on Schedule 5.3 of the Disclosure Letter as amended by the parties thereto and as in effect as of immediately prior to the Closing (the " **Option Deed** ") as a result of the execution of this Agreement or the consummation of the Proposed Transaction including all amounts payable pursuant to the Option Deed upon the date of acquisition by the Company of all the "A Shares" and "B Shares" (as such terms are defined in the Option Deed) but excluding any further amounts payable to "R&C" (as such term is defined in the Option Deed) under the Option Deed due to additional "Permira Receipts" (as such term is defined in the Option Deed) following the date of such acquisition (any such amounts, " **Additional Permira Receipts** "), and"

Section 3. Amendment to Section 3.1 . The Agreement is hereby amended by adding the following sentence at the conclusion of Section 3.1 :

"For purposes of calculating the Purchase Price, (x) (i) one-half of the amount of any accrued interest or other expenses arising out of or relating to Indebtedness incurred from and after the Benchmark Time to and including the Closing Date shall be treated as a "Transaction Expense" (including for calculating Estimated Transaction Expenses, Preliminary Transaction Expenses and Final Transaction Expenses) and (ii) one-half of

such amount shall be borne by the Purchaser, and (y) in no event shall any of such accrued interest expense referred to in (i) and (ii) be included in the calculation of "Indebtedness" as of the Benchmark Time (including for calculating Estimated Indebtedness, Preliminary Indebtedness and Final Indebtedness)."

Section 4. Amendment to Section 3.2 . The Agreement is hereby amended by deleting the reference to "five (5) Business Days prior to the anticipated Closing Date" in the first sentence of Section 3.2 and replacing such reference with "two (2) Business Days prior to the anticipated Closing Date." The Agreement is further amended by deleting the reference to "certified by the Company's Chief Financial Officer" in the first sentence of Section 3.2 and replacing such reference with "certified by the Company's Chief Executive Officer".

Section 5. Amendment to Section 4.1 . The Agreement is hereby amended by deleting the first sentence of Section 4.1 in its entirety and inserting in lieu thereof the following:

"Section 4.1 Closing . The Closing of the Proposed Transaction shall take place on February 13, 2015, or at such other date and time as the Purchaser and the Seller may mutually agree in writing."

Section 6. Addition of Section 4.8 . The Agreement is hereby amended by adding the following new Section 4.8 :

"Section 4.8 Certain Post-Benchmark Time Actions . Notwithstanding anything in this Agreement to the contrary, in the event (a) the Company delivers a partial prepayment notice to the lending parties under the Company's existing Indebtedness in respect of the principal or interest amounts outstanding thereunder (the " **Prepayment Notice** ") on or prior to the Closing Date, the amounts evidenced in any such Prepayment Notice shall, to the extent actually paid to such lending parties by or on behalf of the Company on or prior to the Closing Date, be deducted from (i) any calculation of "Cash" (including for calculating Estimated Cash, Preliminary Cash and Final Cash with the allocation by jurisdiction at the Closing being made by the Seller in its sole discretion) as of the Benchmark Time and (ii) any calculation of "Indebtedness" as of the Benchmark Time, (b) the Company settles, or causes to be settled, on or prior to the Closing Date, any Swap Obligations related to (and as defined in) either of the Company's First Lien Credit and Guaranty Agreement or Second Lien Credit and Guaranty Agreement, any calculation of each of "Indebtedness" and "Cash" (including for purposes of calculating Estimated Cash, Preliminary Cash and Final Cash (with the allocation by jurisdiction at the Closing being made by the Seller in its sole discretion)), shall be adjusted to take into account the value of such settlement (as of the date of settlement) as if such settlement had occurred immediately prior to the Benchmark Time or (c) any Transaction Expenses are paid by or on behalf of the Company after the Benchmark Time, the amount of such payments shall be deducted from any calculation of "Cash" (including for calculating Estimated Cash, Preliminary Cash and Final Cash with the allocation by jurisdiction at the Closing being made by the Seller in its sole discretion) as of the Benchmark Time."

Section 7. Assignment of Agreement. Pursuant to the provisions of Section 11.2 of the Agreement, the Seller hereby assigns all of its rights and obligations under the Agreement to Nalozo LP (defined below), and Nalozo LP hereby assumes all such rights and obligations of Seller. The Purchaser hereby acknowledges and consents to such assignment and further acknowledges that Nalozo LP has entered or will enter into a plan of liquidation and dissolution of Nalozo LP, solely for U.S. federal income tax purposes, pursuant to which plan Nalozo LP shall pay and discharge or otherwise provide for or satisfy all debts, expenses and other liabilities of Nalozo LP prior to final liquidation.

Section 8. Amendment to Section 5.3(a). Section 5.3(a) of the Agreement is hereby amended by deleting such clause in its entirety and inserting in lieu thereof the following:

"(a) As of the date of this Agreement, the Seller is legal and beneficial owner of the Share. As of the date of this Amendment No. 3, Nalozo Cayman GP Ltd., an Exempted Company incorporated in the Cayman Islands with limited liability, (the " **Cayman GP** ") is (and as of immediately prior to the Closing shall be) the legal owner of the Share and Nalozo L.P., an Exempted Limited Partnership registered in the Cayman Islands (" **Nalozo LP** ") is (and as of immediately prior to the Closing shall be) the beneficial owner of the Share."

Section 9. Amendment to Section 5.3(b). Section 5.3(b) of the Agreement is hereby amended by deleting such clause in its entirety and inserting in lieu thereof the following:

"(b) The Seller or one or more of its subsidiaries beneficially owns the Share free and clear of all Encumbrances other than Encumbrances that are imposed by any applicable Securities Laws or Encumbrances created or caused by the Purchaser. There is no agreement or arrangement or obligation to create or give any Encumbrance over or affecting the Share and no claim has been made by any person to be entitled to any such Encumbrance. As of the date of this Agreement and at the Closing Date, the Seller or one or more of its subsidiaries will hold good and valid title to the Share, free and clear of all Encumbrances other than Encumbrances that are imposed by any applicable Securities Laws or Encumbrances created or caused by the Purchaser, and upon delivery of the stock transfer form in respect of the Share against payment therefor pursuant to the terms of this Agreement, the Purchaser will receive good title thereto and full beneficial ownership thereof, free and clear of all Encumbrances other than Encumbrances that are imposed by any applicable Securities Laws or Encumbrances created or caused by the Purchaser."

Section 10. Amendment to Section 7.21. Section 7.21 of the Agreement is hereby amended by deleting such section in its entirety and inserting in lieu thereof the following:

"Section 7.21 Restricted Countries. The Seller acknowledges that the Purchaser does not wish to continue and may in some instances be legally prohibited from continuing the business of the Target Companies in Restricted Countries following the Closing. To that end, prior to the Closing, the Seller shall terminate all the business and operations of the Target Companies in or directed to the Restricted Countries. For the purpose of this Agreement, " **Restricted Countries** " shall mean Cuba, Syria, Iran and Sudan. This

Section 7.21 shall not be applicable to any such business or operations that have been or will be carried out pursuant to exemptions, general or specific licenses, license exceptions or other authorizations issued or administered by the US Office of Foreign Assets Control, the US Bureau of Industry and Security or any other relevant US government agency."

Section 11. Addition of Section 7.27 . The Agreement is hereby amended by adding the following new Section 7.27 :

"Section 7.27 Certain Option Deed Payments . The Seller shall, within ten (10) Business Days of such event, (i) notify the Company of Additional Permira Receipts and (ii) provide the Seller's good faith determination of the amount that would be payable in connection with such Additional Permira Receipts pursuant to the Option Deed. Within ten (10) Business Days of the delivery of such notice, the Seller shall pay, or cause to be paid, to the Company an amount, in cash, equal to the amount payable in connection with such Additional Permira Receipts pursuant to the Option Deed. Within the time period required by the Option Deed, the Company shall pay, or cause to be paid, such amount to "R&C" (as such term is defined in the Option Deed)."

Section 12. Assignment of Agreement by Purchaser and Payment of Purchaser Preferred Stock Consideration . Pursuant to the provisions of Section 11.2(b) of the Agreement, the Purchaser hereby assigns all of its rights and obligations under the Agreement to MacDermid Agricultural Solutions Inc., a Delaware corporation (" **MAS** "), and MAS hereby assumes all such rights and obligations of Purchaser. In connection with such assignment, and for the avoidance of doubt, each of the parties acknowledges that (a) MAS will acquire the Share, (b) the Purchaser is issuing the Purchaser Preferred Stock Consideration on behalf of MAS in connection with the acquisition of the Share by MAS and (c) the assignment by the Purchaser and the assumption by MAS will not relieve the Purchaser of any of its obligations under the Agreement.

Section 13. Defined Terms; References . Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. From and after the date of this Amendment No. 3, references in the Agreement to the "Agreement" or any provision thereof shall be deemed to refer to the Agreement or such provision as amended hereby unless the context otherwise requires, and references in the Agreement to the "date hereof" or the "date of this Agreement" shall be deemed to refer to October 20, 2014, and references to "Amendment No. 3" shall be deemed to refer to this Amendment No. 3.

Section 14. Full Force and Effect . Except as otherwise expressly provided herein, all of the terms and conditions of the Agreement remain unchanged and continue in full force and effect. This Amendment No. 3 is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Agreement or any of the documents referred to therein. This Amendment No. 3 shall be deemed to be in full force and effect from and after the execution of this Amendment No. 3 by the parties hereto as if the amendments made hereby were originally set forth in the Agreement.

Section 15. Governing Law . This Amendment No. 3 (and any claim, controversy or dispute arising hereunder) shall be governed by and construed in accordance with the domestic

law of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the state of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Delaware. The parties irrevocably submit to the exclusive general jurisdiction of the Delaware Court of the Chancery and any state appellate court therefrom within the State of Delaware (or, only if the Delaware Court of the Chancery declines to accept jurisdiction over a particular matter, any state or federal court sitting in the State of Delaware) for the purposes of any suit, action, or other proceeding arising out of or relating to the matters contemplated herein and each of the parties hereby waives its right to a jury trial with respect to any such matter.

Section 16. Counterparts; Severability . This Amendment No. 3 may be executed in any number of separate counterparts (including by means of facsimile or portable document format (.pdf)), each of which is an original but all of which taken together shall constitute one and the same instrument. Each of the provisions of this Amendment No. 3 is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the Law of any jurisdiction, it shall have no effect in that respect and the parties shall use commercially reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

Section 17. Headings . The descriptive headings of the several Sections of this Amendment No. 3 were formulated, used and inserted in this Amendment No. 3 for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Seller, the Purchaser and Nalozo LP have caused this Amendment No. 3 to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:

NALOZO S.À.R.L.

By: /s/ Séverine Michel
Name: Séverine Michel
Title: Manager

NALOZO L.P.

By: Nalozo Cayman GP Ltd., its general partner

By: /s/ John Coyle
Name: John Coyle
Title: Director

PURCHASER:

PLATFORM SPECIALTY PRODUCTS CORPORATION

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Chief Financial Officer

Exhibit 3.1

CERTIFICATE OF DESIGNATION OF
SERIES B CONVERTIBLE PREFERRED STOCK OF
PLATFORM SPECIALTY PRODUCTS CORPORATION

(Pursuant to Section 151 of the General Corporation Law of the State of Delaware)

Platform Specialty Products Corporation, a corporation organized and existing under the General Corporation Law of the State of Delaware (hereinafter, the "Corporation"), hereby certifies that the following resolution was duly adopted by the Board of Directors of the Corporation (or a duly authorized committee thereof) as required by Section 151 of the General Corporation Law of the State of Delaware (the "General Corporation Law"):

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the authority expressly granted to and vested in the Board of Directors of the Corporation in accordance with the provisions of the certificate of incorporation of the Corporation, there is hereby created and provided out of the authorized but unissued preferred stock, par value $0.01 per share, of the Corporation ("Preferred Stock"), a new series of Preferred Stock, and there is hereby stated and fixed the number of shares constituting such series and the designation of such series and the powers (including voting powers), if any, of such series and the preferences and relative, participating, optional, special or other rights, if any, and the qualifications, limitations or restrictions, if any, of such series as follows:

Series B Convertible Preferred Stock:

Section 1. Designation and Amount. The shares of such series shall be designated as shares of "Series B Convertible Preferred Stock," par value $0.01 per share, of the Corporation (the "Series B Preferred Stock"), and the number of shares constituting such series shall be six hundred thousand (600,000).

Section 2. Definitions. The following terms shall have the following meanings for purposes of this Certificate of Designation (as the same may be amended or amended and restated from time to time, this "Certificate of Designation"):

(a) "Common Stock" shall mean the common stock, par value $0.01 per share, of the Corporation.

(b) "Conversion Date" shall mean the third (3rd) Trading Da **y** following receipt by the Corporation of the notice and stock certificate(s) required to be delivered by the holder of share(s) of Series B Preferred Stock seeking to convert said share(s) pursuant to Section 6.

(c) "Conversion Price" shall mean $27.14, as such amount may be adjusted pursuant to Section 6(d).

(d) "Convertible Securities" shall mean any shares of capital stock or other securities of the Corporation convertible or exchangeable for shares of Common Stock, but excluding Options.

(e) "Dividend Junior Stock" shall mean the Common Stock and any other outstanding series of Preferred Stock provided for or fixed pursuant to the provisions of the certificate of incorporation of the Corporation ranking junior to the Series B Preferred Stock as to dividends.

(f) "Dividend Parity Stock" shall mean any outstanding series of Preferred Stock provided for or fixed pursuant to the provisions of the certificate of incorporation of the Corporation ranking pari passu to the Series B Preferred Stock as to dividends.

(g) "DividendSenior Stock" shall mean the Series A Preferred Stock and any other outstanding series of Preferred Stock provided for or fixed pursuant to the provisions of the certificate of incorporation of the Corporation ranking senior to the Series B Preferred Stock as to dividends.

(h) "Liquidation Junior Stock" shall mean the Common Stock, the Series A Preferred Stock and any outstanding series of Preferred Stock provided for or fixed pursuant to the provisions of the certificate of incorporation of the Corporation ranking junior to the Series B Preferred Stock as to distributions payable to the holders of shares of capital stock of the Corporation upon a liquidation, dissolution or winding up of the Corporation.

(i) "LiquidationParity Stock" shall mean any outstanding series of Preferred Stock provided for or fixed pursuant to the provisions of the certificate of incorporation of the Corporation ranking pari passu to the Series B Preferred Stock as to a liquidation, dissolution or winding up of the Corporation.

(j) "Liquidation Preference" shall mean $1,000.00 per share of Series B Preferred Stock, as adjusted for any stock splits, stock dividends, combinations, subdivisions, reclassifications, recapitalizations or the like with respect to outstanding shares of Series B Preferred Stock.

(k) "Liquidation Proceeds" shall mean the assets of the Corporation legally available for distribution to its stockholders upon a liquidation, dissolution or winding up of the Corporation.

(l) "Liquidation Senior Stock" shall mean any outstanding series of Preferred Stock provided for or fixed pursuant to the provisions of the certificate of incorporation of the Corporation ranking senior to the Series B Preferred Stock as to a liquidation, dissolution or winding up of the Corporation.

(m) "Maturity Date" shall mean October 20, 2016.

(n) "NYSE" shall mean the New York Stock Exchange or any successor national securities exchange (or other applicable securities exchange or quotation system) or any other national securities exchange on which the Common Stock is listed from time to time.

(o) "Options" shall mean options, warrants or rights to purchase shares of Common Stock or Convertible Securities.

(p) "Original Issue Date" shall mean the first date on which one or more shares of Series B Preferred Stock is/are issued by the Corporation.

(q) "Redemption Price" shall mean $1,000.00 per share of Series B Preferred Stock.

(r) "Redemption Date" shall mean (x) the Maturity Date, in the event that the Triggering Event is the Maturity Date, or (y) the date of consummation of the transaction described in clauses 2, 3 or 4 of the definition of Triggering Event, in the event that the Triggering Event is a transaction described in clause 2, 3 or 4 of the definition of Triggering Event.

(s) "Series A Preferred Stock" shall mean the Series A Preferred Stock, par value $0.01 per share, of the Corporation outstanding as of, and containing such terms as are set forth in the Certificate of Incorporation on the Original Issue Date.

(t) "Trading Day" shall mean any day on which the NYSE is open for business and on which shares of Common Stock may be traded (other than a day on which the NYSE is scheduled to or does close prior to its regular weekday closing time).

(u) "Triggering Event" shall mean the occurrence of any one or more of the following events:

1 The Maturity Date;

2 A merger or consolidation in which either (A) the Corporation is a constituent party to such merger or consolidation and, pursuant to such merger or consolidation, fifty percent (50%) or more of the voting power of the outstanding shares of capital stock or similar equity interests of the surviving or resulting entity immediately following the effectiveness of such merger or consolidation is held by persons or entities other than the persons or entities who held outstanding shares of capital stock of the Corporation immediately prior to the effectiveness of such merger or consolidation, or (B) a direct or indirect subsidiary of the Corporation is a constituent party to such merger or consolidation and, in connection with such merger or consolidation, the Corporation issues shares of its capital stock such that, pursuant to such merger or consolidation, fifty percent (50%) or more of the voting power of the outstanding shares of capital stock of the Corporation immediately following the effectiveness of such merger or consolidation is held by persons or entities other than the persons or entities who held outstanding shares of capital stock of the Corporation immediately prior to the effectiveness of such merger or consolidation;

3 the sale, lease, exchange, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or one or more subsidiaries of the Corporation of all or substantially all of the assets of the Corporation (which shall include the shares or similar equity interests held by the Corporation in any subsidiary of the Corporation) and its subsidiaries taken as a whole, or the sale, lease, exchange, exclusive license or other disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, exchange, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation; or

4 the stockholders of the Corporation approve any plan for the Corporation's liquidation, dissolution or termination.

Notwithstanding the foregoing, for purposes of clause 3 above, the pledge by the Corporation and/or any one or more subsidiaries of the Corporation of all or substantially all of the assets of the Corporation and/or its subsidiaries as collateral for the indebtedness of the Corporation and/or its subsidiaries shall not constitute a Triggering Event.

Section 3. Dividends. For so long as any shares of Series B Preferred Stock shall be outstanding, no dividend or distribution shall be declared or paid or set aside for payment on all or substantially all the outstanding shares of Dividend Parity Stock, other than the Series A Preferred Stock, or all or substantially all the outstanding shares of Dividend Junior Stock without the prior vote or written consent of the holders of at least a majority of the shares of Series B Preferred Stock then outstanding, voting separately as a single class, as provided in Section 4(d).

Section 4. Voting Rights. Except as provided by this Certificate of Designation or applicable law, each holder of a share of Series B Preferred Stock, as such, shall not be entitled to vote and shall not be entitled to any voting powers in respect thereof. For so long as any shares of Series B Preferred Stock shall be outstanding, the Corporation shall not, at any time or from time to time following the Original Issue Date, without the prior vote or written consent of the holders of at least a majority of the shares of Series B Preferred Stock then outstanding, voting separately as a single class:

(a) amend, alter or repeal any provision of the certificate of incorporation of the Corporation, whether by merger, consolidation or otherwise, if such amendment, alteration or repeal would alter or change the powers, preferences or relative, participating, optional, special or other rights of the Series B Preferred Stock or the qualifications, limitations or restrictions of the Series B Preferred Stock;

(b) authorize, create or designate any series of Preferred Stock pursuant to the provisions of the certificate of incorporation of the Corporation that would, if so authorized, created or designated, constitute (w) Dividend Parity Stock, (x) Dividend Senior Stock, (y) Liquidation Parity Stock, or (z) Liquidation Senior Stock;

(c) amend, alter or repeal any provision of the certificate of incorporation of the Corporation, whether by merger, consolidation or otherwise, if such amendment, alteration or repeal would alter or change the powers, preferences or relative, participating, optional, special or other rights of the Series B Preferred Stock; or

(d) declare or pay or set aside for payment a dividend on the outstanding shares of Dividend Parity Stock other than outstanding shares of Dividend Junior Stock.

Notwithstanding Article SEVENTH of the certificate of incorporation of the Corporation, any action required or permitted to be taken at any meeting of the holders of Series B Preferred Stock may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of the outstanding shares of Series B Preferred Stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all outstanding shares of Series B Preferred Stock were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which minutes of proceedings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt written notice of the taking of corporate action without a meeting by less than unanimous written consent of the holders of Series B Preferred Stock shall, to the extent required by law, be given to those holders of Series B Preferred Stock who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders of Series B Preferred Stock to take the action were delivered to the Corporation.

Section 5. Liquidation. In the event of any liquidation, dissolution or winding up of the Corporation, subject to the rights of the holders of any outstanding shares of Liquidation Senior Stock, the holders of any outstanding shares of Series B Preferred Stock shall be entitled receive out of the Liquidation Proceeds, prior and in preference to the holders of any outstanding shares of Liquidation Junior Stock and on a pari passu basis with respect to the holders of any outstanding shares of Liquidation Parity Stock, an amount per share of Series B Preferred Stock equal to the Liquidation Preference. If, upon the occurrence of any liquidation, dissolution or winding up of the Corporation, the Liquidation Proceeds thus distributed among the holders of any outstanding shares of Series B Preferred Stock and the holders of any outstanding shares of Liquidation Parity Stock shall be insufficient to permit the payment to the holders of the outstanding shares of Series B Preferred Stock and the holders of the outstanding shares of Liquidation Parity Stock of the full Liquidation Preference or liquidation preference, as applicable, to which they are entitled, then the entire Liquidation Proceeds shall be distributed ratably among the holders of the outstanding shares of Series B Preferred Stock and the holders of the outstanding shares of Liquidation Parity Stock in proportion to the full preferential amount that each such holder is otherwise entitled to receive. A merger or consolidation of the Corporation with or into any other corporation or other entity, or a sale, lease, exchange, exclusive license or other disposition of all or any part of the assets of the Corporation (which shall not in fact result in the liquidation, dissolution or winding up of

the Corporation and the distribution of assets to its stockholders) shall not be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 5.

Section 6. Conversion.

(a) Right to Convert. Each outstanding share of Series B Preferred Stock may be converted on the Conversion Date into such number of shares of Common Stock as is determined by dividing the Liquidation Preference by the Conversion Price. Any holder of share(s) of Series B Preferred Stock desiring to convert such share(s) into share(s) of Common Stock as aforesaid shall deliver written notice thereof to the Corporation specifying the number of shares of Series B Preferred Stock to be converted (if such notice is silent as to the number of shares of Series B Preferred Stock held by the holder and proposed to be converted pursuant to this Section 6, the notice shall be deemed to apply to all shares of Series B Preferred Stock held by such holder) and the surrender of the stock certificate(s) representing the shares of Series B Preferred Stock proposed to be converted under this Section 6, duly indorsed for transfer to the Corporation.

(b) Mechanics of Conversion. Before any holder of shares of Series B Preferred Stock shall be entitled to receive stock certificate(s) representing the shares of Common Stock into which such shares of Series B Preferred Stock shall have been converted pursuant to this Section 6, such holder shall have surrendered the stock certificate(s) representing such shares of Series B Preferred Stock to the Corporation, duly indorsed for transfer to the Corporation. The Corporation shall, as soon as practicable, and in no event later than three (3) Trading Days after the delivery of said stock certificate(s) to the Corporation, issue and deliver to such holder, or the nominee or nominees of such holder, stock certificate(s) or evidence of book entry credits, if requested by the holder converting such shares, representing the number of shares of Common Stock to which such holder shall be entitled under this Section 6, and the stock certificate(s) representing the share(s) of Series B Preferred Stock so surrendered shall be cancelled. In the event that there shall have been surrendered stock certificate(s) representing shares of Series B Preferred Stock, only a portion of shall have been converted pursuant to this Section 6, then the Corporation shall also issue and deliver to such holder, or the nominee or nominees of such holder, stock certificate(s) representing the number of share(s) of Series B Preferred Stock which shall not have been converted pursuant to this Section 6. The person(s) entitled to receive share(s) of Common Stock issuable upon conversion of share(s) of Series B Preferred Stock pursuant to this Section 6 shall be treated for all purposes as the record holder(s) of such shares of Common Stock as of the Conversion Date.

(c) Fractional Shares of Common Stock. The Corporation shall not be obligated to deliver to the holders of Series B Preferred Stock any fraction(s) of a share of Common Stock upon a conversion of outstanding shares of Series B Preferred Stock pursuant to this Section 6, the Corporation being entitled to round down to the nearest whole share of Common Stock if the fraction is less than one-half (.5) of one share of Common Stock, and round up to the nearest whole share of Common Stock if the fraction is equal to or greater than one-half (.5) of one share of Common Stock.

(d) Adjustments. In the event that the Corporation shall, at any time or from time to time after the Original Issue Date and while any share(s) of Series B Preferred Stock are

outstanding, (i) pay a dividend in respect of the Common Stock or any other class or series of capital stock of the Corporation in shares of Common Stock, Convertible Securities or Options, other than a dividend in respect of the Series A Preferred Stock in shares of Common Stock pursuant to the terms thereof, (ii) subdivide, whether by reclassification or recapitalization, the outstanding shares of Common Stock into a greater number of outstanding shares of Common Stock, or (iii) combine, whether by reclassification or recapitalization, the outstanding shares of Common Stock into a smaller number of outstanding shares of Common Stock, the Conversion Price as in effect immediately prior to such action shall be adjusted by multiplying such Conversion Price by a fraction, the numerator of which is the total number of shares of Common Stock outstanding (including, for this purpose, all shares of Common Stock then issuable upon the exercise of all outstanding Options and the conversion or exchange of all outstanding Convertible Securities) immediately prior to the effectiveness of such action, and the denominator of which is the total number of shares of Common Stock outstanding (including, for this purpose, all shares of Common Stock then issuable upon the exercise of all outstanding Options and the conversion or exchange of all outstanding Convertible Securities) immediately after the effectiveness of such action. An adjustment made pursuant to this Section 6(d) shall be given effect (i) in the case of a dividend, upon payment of such a dividend, as of the record date for the determination of the holders of outstanding shares of Common Stock or any other class or series of capital stock of the Corporation entitled to receive such dividend (on a retroactive basis), or (ii) in the case of a subdivision or combination, upon the effective date of such a subdivision or combination.

Section 7. Redemption.

(a) Automatic Redemption. Upon the occurrence of a Triggering Event, and without any action on the part of the Corporation or any holder of outstanding share(s) of Series B Preferred Stock, each outstanding share of Series B Preferred Stock not previously converted pursuant to Section 6 shall be redeemed by the Corporation on the Redemption Date at the Redemption Price. Payments in cash shall be made solely out of funds legally available therefor.

(b) Notice of Certain Triggering Events. If the Triggering Event is one of the transactions described in clause 2, 3 or 4 of the definition of Triggering Event, then the Corporation shall provide written notice to each holder of outstanding share(s) of Series B Preferred Stock not less than ten (10) days prior to the earlier of (x) the meeting of stockholders of the Corporation at which the stockholders of the Corporation will consider and vote upon a transaction described in clause 2, 3 or 4 of the definition of Triggering Event, and (y) the Triggering Event. The Corporation shall not be required to provide written notice to the holders of outstanding shares of Series B Preferred Stock of the Maturity Date.

(c) Payment of the Redemption Price. The Redemption Price shall be payable as follows: (i) if the Triggering Event is the Maturity Date, then the Redemption Price shall be payable in shares of Common Stock; and (ii) if the Triggering Event is one of the transactions described in clause 2, 3 or 4 of the definition of Triggering Event, then the Redemption Price shall be payable in cash. If the Corporation pays the Redemption Price in shares of Common Stock, then (i) each share of Common Stock shall be valued at the Conversion Price for purposes of determining the number of shares of Common Stock issuable in respect of

the payment of the Redemption Price, and (ii) in no event shall the aggregate number of shares of Common Stock payable pursuant to this Section 7(c) to all holders of outstanding shares of Series B Preferred Stock exceed 22,107,590 shares of Common Stock (as such amount may be adjusted if the Conversion Price shall be adjusted pursuant to Section 6(d)).

(d) Delivery of Redemption Price. Promptly following the Redemption Date, the Corporation shall deliver, (i) cash by wire transfer to an account designated by the Holder to the Corporation not less than two business days prior to such payment or (ii) stock in the form a stock certificate or certificates by hand delivery, courier or first-class mail (postage prepaid) to each holder of shares of Series B Preferred Stock redeemed pursuant to this Section 7, at the address of such holder shown on the books and records of the Corporation or, upon request of such holder, evidence of book entry credits, representing the number of shares of Common Stock to which such holder is entitled upon the effectiveness of the redemption pursuant to this Section 7, which such issuance, if any, of one or more stock certificates representing shares of Common Stock shall be made without charge to shares of such Series B Preferred Stock for any issuance tax in respect of such issuance or other cost incurred by the Corporation in connection with such issuance to such holder of record entitled thereto under this Section 7.

(e) Effect of Redemption. Any redemption of outstanding shares of Series B Preferred Stock pursuant to this Section 7 shall be effective as of the Redemption Date. From and after the Redemption Date, each share of Series B Preferred Stock redeemed pursuant to this Section 7 shall no longer be deemed to be outstanding and all rights in respect of each such share of Series B Preferred Stock shall cease, except for the right to receive the Redemption Price.

(f) Fractional Shares of Common Stock. The Corporation shall not be obligated to deliver to the holders of Series B Preferred Stock any fraction(s) of a share of Common Stock upon a redemption of outstanding shares of Series B Preferred Stock pursuant to this Section 7, the Corporation being entitled to round down to the nearest whole share of Common Stock if the fraction is less than one-half (.5) of one share of Common Stock, and round up to the nearest whole share of Common Stock if the fraction is equal to or greater than one-half (.5) of one share of Common Stock.

Section 8. Reservation of Shares. (a) The Corporation shall at all times keep reserved, free from preemptive rights, out of its authorized but unissued shares of Common Stock, or shares held in treasury, sufficient shares of Common Stock to provide for the conversion of Series B Preferred Stock as required by this Certificate of Designation from time to time as shares of Series B Preferred Stock are presented for conversion.

(a) Notwithstanding the foregoing, the Corporation shall be entitled to deliver upon conversion of Series B Preferred Stock, as herein provided, Common Stock reacquired and held in the treasury of the Corporation (in lieu of the issuance of authorized and unissued Common Stock), so long as any such treasury shares are free and clear of all liens, charges, security interests or encumbrances.

(b) All Common Stock delivered upon conversion of the Series B Preferred Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests and other encumbrances.

Section 9. Status of Converted, Redeemed or Repurchased Shares. If any share of Series B Preferred Stock is converted, redeemed, repurchased or otherwise acquired by the Corporation, in any manner whatsoever, the share of Series B Preferred Stock so acquired shall, to the fullest extent permitted by law, be retired and cancelled upon such acquisition, and shall not be reissued as a share of Series B Preferred Stock. Any share of Series B Preferred Stock so acquired shall, upon its retirement and cancellation, and upon the taking of any action required by law, become an authorized but unissued share of Preferred Stock of the Corporation undesignated as to series and may be reissued a part of a new series of Preferred Stock of the Corporation, subject to the conditions and restrictions set forth in the certificate of incorporation of the Corporation or imposed by the General Corporation Law of the State of Delaware.

Section 10. Waiver. The powers (including voting powers), if any, of the Series B Preferred Stock and the preferences and relative, participating, optional, special or other rights, if any, and the qualifications, limitations or restrictions, if any, of the Series B Preferred Stock may be waived as to all shares of Series B Preferred Stock in any instance (without the necessity of calling, noticing or holding a meeting of stockholders) by the written consent or agreement of the holders of at least a majority of the shares of Series B Preferred Stock then outstanding, consenting or agreeing separately as a single class.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Designation of the Series B Convertible Preferred Stock of Platform Specialty Products Corporation on this 13th day of February 2015.

PLATFORM SPECIALTY PRODUCTS CORPORATION

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Senior Vice President and Chief Financial Officer

Exhibit 4.2

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this " *Supplemental Indenture* "), dated as of February 13, 2015, among Platform Specialty Products Corporation (" *Platform* "), each of the subsidiaries of Platform identified as a "Guaranteeing Subsidiary" on the signature pages of this Supplemental Indenture (the " *Guaranteeing Subsidiaries* "), Computershare Trust Company, N.A., as trustee under the Indenture referred to below (the " *Trustee* ") and Société Générale Bank & Trust, as paying agent, registrar and transfer agent (the " *EUR Agent* ").

W I T N E S S E T H

WHEREAS, PSPC Escrow Corp., a Delaware corporation (the " *Escrow Issuer* "), has heretofore executed and delivered to the Trustee an indenture (the " *Indenture* "), dated as of February 2, 2015, providing for the Escrow Issuer's issuance of dollar-denominated 6.500% Senior Notes due 2022, initially in the aggregate principal amount of $1,100,000,000, and euro-denominated 6.000% Senior Notes due 2023, initially in the aggregate principal amount of €350,000,000 (collectively, the " *Notes* ");

WHEREAS, Section 4.18 of the Indenture provides that following satisfaction of the Escrow Conditions, the Escrow Issuer will merge with and into Platform, with Platform surviving, and Platform and the Guaranteeing Subsidiaries will execute a supplemental indenture to assume all of the Escrow Issuer's obligations and rights under the Indenture and the Guaranteeing Subsidiaries will become Guarantors under the Indenture;

WHEREAS, on the date hereof, the Escrow Issuer is merging with and into Platform with Platform being the surviving Person of such merger (the " *Merger* "); and

WHEREAS, pursuant to Section 9.01 of the Indenture the Trustee and the EUR Agent are authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Platform, the Guaranteeing Subsidiaries, the Trustee and the EUR Agent mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

1. CAPITALIZED TERMS . Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. ASSUMPTION OF OBLIGATIONS . Effective upon consummation of the Merger, Platform, pursuant to Article 5 of the Indenture, hereby expressly assumes and agrees to pay, perform and discharge when due each and every debt, obligation, covenant and agreement incurred, made or to be paid, performed or discharged by the Escrow Issuer under the Indenture and the Notes. Platform hereby agrees to be bound by all the terms, provisions and conditions of the Indenture and the Notes and agrees that it shall be a Successor Company and shall succeed to, and be substituted for, and may exercise every right and power of, the Escrow Issuer under the Indenture and the Notes.

3. CERTAIN DEFINED TERMS .

(a) The definition of the term " *Company* " in Section 1.01 of the Indenture is hereby amended and restated in its entirety to read:

" *Company* " means Platform Specialty Products Corporation, a Delaware corporation.

(b) (i) The definition of the term " *Company* " in Section 1 of each form of Note, attached to the Indenture as Exhibits A-1 and A-2, respectively, shall be changed from "PSPC Escrow Corp., a Delaware corporation" to "Platform Specialty Products Corporation, a Delaware corporation" and (ii) any and all other references to "PSPC Escrow Corp." in each form of Note, including the face of each form of Note and the signature pages thereto, shall be changed to "Platform Specialty Products Corporation".

(c) All references in the Indenture to the "Company" or "Platform" shall refer to Platform.

4. AGREEMENT OF THE INITIAL GUARANTORS TO GUARANTEE . Each of the Guaranteeing Subsidiaries hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture, including, but not limited to, Article 10 thereof.

5. NO RECOURSE AGAINST OTHERS . No past, present, or future director, officer, employee, incorporator or stockholder of the Company or any Guarantor, or any of their direct or indirect parent companies, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, the Indenture or the Note Guarantees, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

6. EXECUTION AND DELIVERY . Each of the Guaranteeing Subsidiaries agrees that the Note Guarantees shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Note Guarantee.

7. GOVERNING LAW . THE INTERNAL LAW OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY. EACH OF THE PARTIES HERETO AGREES THAT ANY LEGAL ACTION, SUIT OR PROCEEDING AGAINST IT WITH RESPECT TO ITS OBLIGATIONS, LIABILITIES OR ANY OTHER MATTER ARISING OUT OF OR IN CONNECTION WITH THIS SUPPLEMENTAL INDENTURE MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK AND HEREBY IRREVOCABLY CONSENTS AND SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF EACH SUCH COURT IN PERSONAM, GENERALLY AND UNCONDITIONALLY WITH RESPECT TO ANY SUCH ACTION, SUIT OR PROCEEDING FOR ITSELF AND IN RESPECT OF ITS PROPERTIES, ASSETS AND REVENUES. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE OR THE TRANSACTION CONTEMPLATED HEREBY.

8. COUNTERPARTS . The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be deemed an original, but all of them together represent the same agreement.

9. EFFECT OF HEADINGS . The Section headings herein are for convenience only and shall not affect the construction hereof.

10. THE TRUSTEE . The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by Platform and the Guaranteeing Subsidiaries.

11. CUSIP AND COMMON CODE NUMBERS . The Company has caused CUSIP numbers, in the case of the USD Notes, and COMMON CODE numbers, in the case of the EUR Notes, to be printed on the Notes and has directed the Trustee to use CUSIP numbers and ISINs in notices of redemption as convenience to the Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon. In connection with the execution and delivery of this Supplemental Indenture, the Company (a) if required by the applicable depositaries, will provide new CUSIP numbers, in the case of the USD Notes, and new COMMON CODE numbers, in the case of the EUR Notes, (b) if required by the applicable depositaries, will issue and duly execute new Notes which are printed with such new CUSIP numbers and new COMMON CODE numbers, as applicable, in accordance with the terms of the Indenture in exchange for the existing Notes, (c) if new Notes are issued in accordance with clause (b), will direct the Trustee, in the case of the USD Notes, and the authenticating agent, in the case of the EUR Notes, to authenticate such new Notes in accordance with the terms of the Indenture and to provide such new CUSIP and COMMON CODE numbers to the applicable depositaries, and will direct the Trustee to cancel the existing Notes and (d) will otherwise comply with the requirements of the applicable depositaries.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

PLATFORM SPECIALTY PRODUCTS CORPORATION

By /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Chief Financial Officer and
Senior Vice President

[Signature Page to Supplemental Indenture]

MACDERMID, INCORPORATED,
as a Guaranteeing Subsidiary

By /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Chief Financial Officer and
Senior Vice President

MACDERMID HOLDINGS, LLC,
as a Guaranteeing Subsidiary

By /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Chief Financial Officer

PLATFORM DELAWARE HOLDINGS, INC.,
as a Guaranteeing Subsidiary

By /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Chief Financial Officer and
Secretary

DYNACIRCUITS, LLC ,
as a Guaranteeing Subsidiary

By: MacDermid, Incorporated, its member

By /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Chief Financial Officer and
Senior Vice President

By: Echo International, Inc., its member

By /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: President

[Signature Page to Supplemental Indenture]

MACDERMID INTERNATIONAL PARTNERS ,
as a Guaranteeing Subsidiary

By: MacDermid, Incorporated, its partner

By /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Chief Financial Officer and
Senior Vice President

By: MacDermid Overseas Asia Limited, its partner

By /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: President

W. CANNING LTD. ,
as a Guaranteeing Subsidiary

By: MacDermid Houston, Inc., its General Partner

By /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: President

By: MacDermid Texas, Inc., its Limited Partner

By /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: President

[Signature Page to Supplemental Indenture]

AUTOTYPE HOLDINGS (USA) INC.
BAYPORT CHEMICAL SERVICE, INC.
CANNING GUMM, LLC
DUTCH AGRICULTURAL INVESTMENT PARTNERS LLC
ECHO INTERNATIONAL, INC.
MACDERMID ACUMEN, INC.
MACDERMID AGRICULTURAL SOLUTIONS, INC.
MACDERMID ANION, INC.
MACDERMID AUTOTYPE INCORPORATED
MACDERMID BRAZIL, INC.
MACDERMID GROUP, INC.
MACDERMID HOUSTON, INC.
MACDERMID INTERNATIONAL INVESTMENTS, LLC
MACDERMID INVESTMENT CORP.
MACDERMID MAS LLC
MACDERMID OFFSHORE SOLUTIONS, LLC
MACDERMID OVERSEAS ASIA LIMITED
MACDERMID PRINTING SOLUTIONS ACUMEN, INC.
MACDERMID PRINTING SOLUTIONS, LLC
MACDERMID PUBLICATION & COATING PLATES, LLC
MACDERMID SOUTH AMERICA, INCORPORATED
MACDERMID SOUTH ATLANTIC, INCORPORATED
MACDERMID TEXAS, INC.
MACDERMID US HOLDINGS, LLC
MRD ACQUISITION CORP.
NAPP PRINTING PLATE DISTRIBUTION, INC.
NAPP SYSTEMS INC.
SPECIALTY POLYMERS, INC.
W. CANNING INC.
W. CANNING USA, LLC

each, as a Guaranteeing Subsidiary

By /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: President

[Signature Page to Supplemental Indenture]

COMPUTERSHARE TRUST COMPANY, N.A.,
as Trustee

By /s/ John M. Wahl
Name: John M. Wahl
Title: Corporate Trust Officer

SOCIÉTÉ GÉNÉRALE BANK & TRUST,
as Paying Agent, Registrar and Transfer Agent

By /s/ Benoit Willers
Name: Beno î t Willers
Title: Head of Custody and Issuer Services

Exhibit 10.1

Execution Version

This **AMENDMENT NO. 3** , dated as of February 13, 2015 (together with all exhibits and schedules hereto, this " ***Amendment No. 3*** "), is entered into by MacDermid Holdings, LLC, a Delaware limited liability company (" ***Holdings*** "), MacDermid, Incorporated, a Connecticut corporation (" ***MacDermid*** "), Platform Specialty Products Corporation (f/k/a Platform Acquisition Holdings Limited), a Delaware corporation (" ***PSP*** " and, together with MacDermid, the " ***US Borrowers*** "), MacDermid Agricultural Solutions Holdings B.V., a company organized under the laws of the Netherlands having its official seat in Amsterdam and registered with the Dutch trade register under number 61196029 (" ***BV Borrower*** "), Netherlands Agricultural Investment Partners LLC, a Delaware limited liability company (" ***NAIP*** " and, together with BV Borrower, the " ***Euro Tranche Borrowers*** "; the Euro Tranche Borrowers, together with the US Borrowers, the " ***Borrowers*** "), certain subsidiaries of Holdings and PSP party hereto, Barclays Bank PLC (" ***Barclays*** "), as collateral agent and administrative agent (in such respective capacities, the " ***Collateral Agent*** " and the " ***Administrative Agent*** "; collectively, the " ***Agent*** ") and as an L/C Issuer and the Lenders party hereto. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement (as defined below).

RECITALS

A. Reference is hereby made to (i) the Second Amended and Restated Credit Agreement dated as of August 6, 2014 (the " ***Second Amended and Restated Credit Agreement*** ") among the US Borrowers, the Agent, the lending institutions from time to time parties thereto and the other agents and entities party thereto, (ii) the Amendment No. 2 to the Second Amended and Restated Credit Agreement, dated as of August 6, 2014 (the " ***Amendment No. 2*** "), by and among the US Borrowers, the Agent, the lending institutions from time to time parties thereto and the other agents and entities party thereto and (iii) the Incremental Amendment No. 1 to the Second Amended and Restated Credit Agreement, dated as of October 1, 2014 (the " ***Incremental Amendment No. 1*** "; the Second Amended and Restated Credit Agreement as amended by the Amendment No. 2 and the Incremental Amendment No. 1 and as otherwise amended, supplemented, amended and restated or otherwise modified from time to time prior to the date hereof, the " ***Credit Agreement*** "), among the US Borrowers, the Agent, the lending institutions from time to time party thereto and the other agents and entities party thereto.

B. Reference is hereby made to the Share Purchase Agreement, dated as of October 20, 2014 (as subsequently amended by amendments dated as of November 10, 2014, December 2, 2014 and February 11, 2015, the " ***Arysta Acquisition Agreement*** "), by and between Nalozo S.à.r.l., a Luxembourg limited liability company, as the seller (the " ***Seller*** "), and PSP, as the purchaser, pursuant to which PSP agreed to acquire from the Seller all of the Equity Interests of Arysta LifeScience Limited, an Irish private limited company (the " ***Arysta Acquired Business*** "), on the terms and conditions set forth therein (the " ***Arysta LifeScience Acquisition*** ").

C. Pursuant to the Credit Agreement, the Lenders have extended, and have agreed to extend, credit to the Borrowers, including the Term Loans, the Revolving Credit Loans and Revolving Credit Commitments (each as defined in the Credit Agreement).

D. On the Amendment No. 3 Funding Date (as defined below), (A) the US Borrowers shall (i) borrow, on a joint and several basis, new term loans denominated in Dollars in an aggregate principal amount of $500,000,000 from the parties to this Amendment No. 3 designated as a "Tranche B-2 Term Loan Lender" on such party's signature page hereto (each, a " ***Tranche B-2 Term Loan Lender*** " and collectively, the " ***Tranche B-2 Term Loan Lenders*** ") incurred as a new tranche of term loans (the " ***Tranche B-2 Term Loans*** ") under and in accordance with Section 2.14 of the Credit Agreement and each Tranche B-2 Term Loan Lender severally agrees to fund the amount set forth under "Tranche B-2 Term Loan Commitment" on its signature page hereto, (ii) increase the size of the Dollar Revolving Credit Facility by an aggregate principal amount of $75,000,000 (for a total aggregate Dollar Revolving Credit Facility on the Amendment No. 3 Funding Date of $162,500,000) (the " ***New Dollar Revolving Credit Facility*** " and, the loans thereunder, the " ***New Dollar Revolving Credit Loans*** ") from the parties to this Amendment No. 3 designated as a "New Dollar Revolving Credit Lender" (each, a " ***New Dollar Revolving Credit Lender*** " and, collectively, the " ***New Dollar Revolving Credit Lenders*** ") on such party's signature page hereto under and in accordance with Section 2.14 of the Credit Agreement and each New Dollar Revolving Credit Lender agrees to provide the commitment (collectively, the " ***New Dollar Revolving Credit Commitments*** ") and from time to time fund the amount set forth under "New Dollar Revolving Credit Commitment" on its signature page hereto and (iii) increase the size of the Multicurrency Revolving Credit Facility by an aggregate principal amount of $75,000,000 (for a total aggregate Multicurrency Revolving

Credit Facility on the Amendment No. 3 Funding Date of $162,500,000) (the " ***New Multicurrency Revolving Credit Facility*** " and, the loans thereunder, the " ***New Multicurrency Revolving Credit Loans*** ") from the parties to this Amendment No. 3 designated as a "New Multicurrency Revolving Credit Lender" (each, a " ***New Multicurrency Revolving Credit Lender*** " and, collectively, the " ***New Multicurrency Revolving Credit Lenders*** ") on such party's signature page hereto under and in accordance with Section 2.14 of the Credit Agreement and each New Multicurrency Revolving Credit Lender agrees to provide the commitment (collectively, the " ***New Multicurrency Revolving Credit Commitments*** ") and from time to time fund the amount set forth under "New Multicurrency Revolving Credit Commitment" on its signature page hereto, and (B) the Euro Tranche Borrowers shall borrow, on a joint and several basis, new term loans denominated in Euros in an aggregate principal amount of €83,000,000 (for a total aggregate Euro Tranche Term Loan Facility on the Amendment No. 3 Funding Date of €287,487,500) (such loans, the " ***New Euro Term Loans*** " and, together with the Tranche B-2 Term Loans, the New Dollar Revolving Credit Loans and the New Multicurrency Revolving Credit Loans, the " ***New Loans*** ") from the parties to this Amendment No. 3 designated as a "New Euro Term Loan Lender" on such party's signature page hereto (each, a " ***New Euro Term Loan Lender*** " and collectively, the " ***New Euro Term Loan Lenders*** ") through an increase in the existing Euro Tranche Term Loan Facility in accordance with Section 2.14 of the Credit Agreement and each New Euro Term Loan Lender severally agrees to fund the amount set forth under "Euro Tranche Term Loan Commitment" on its signature page hereto.

E. The Borrowers, the other Loan Parties party hereto, the Agent, the L/C Issuer and the Lenders party hereto have agreed to (i) amend the Credit Agreement as provided in Section 2 hereof on the Amendment No. 3 Funding Date and (ii) further amend the Credit Agreement as provided in Section 3 hereof on the Amendment No. 3 Effective Date.

~~F.~~ Each of the Borrowers and the Loan Parties party hereto (each, a " ***Reaffirming Party*** " and, collectively, the " ***Reaffirming Parties*** ") expects to realize substantial direct and indirect benefits as a result of this Amendment No. 3 (including the agreements set forth in Section 2 and Section 3 hereof becoming effective and the consummation of the transactions contemplated thereby) and desires to reaffirm its obligations pursuant to the Collateral Documents to which it is a party.

NOW THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. Funding . Subject to the satisfaction (or waiver) of the conditions set forth in Section 5 hereof, on the Amendment No. 3 Funding Date, (i) each Tranche B-2 Term Loan Lender severally agrees to make Tranche B Term Loans to US Borrowers in Dollars in the amount set forth under "Tranche B-2 Term Loan Commitment" on its signature page hereto, (ii) each New Euro Term Loan Lender severally agrees to make New Euro Term Loans to the Euro Tranche Borrowers in Euros in the amount set forth under "Euro Tranche Term Loan Commitment" on its signature page hereto, (iii) each New Dollar Revolving Credit Lender severally agrees to provide revolving commitments and

from time to time to make New Dollar Revolving Credit Loans to the US Borrowers in Dollars up to the amount set forth under "New Dollar Revolving Credit Commitment" on its signature page hereto and (iv) each New Multicurrency Revolving Credit Lender severally agrees to provide revolving commitments and from time to time make New Multicurrency Revolving Credit Loans to the US Borrowers in the currencies set forth in the Credit Agreement up to the amount set forth under "New Multicurrency Revolving Credit Commitment" on its signature page hereto; provided that the aggregate principal amount of New Dollar Revolving Credit Loans and New Multicurrency Revolving Credit Loans made on the Amendment No. 3 Funding Date shall not exceed $175,000,000. Except as set forth in this Amendment No. 3, (i) the Tranche B-2 Term Loans shall have identical terms as the Tranche B Term Loans and shall otherwise be subject to the provisions of the Credit Agreement, (ii) the New Euro Term Loans shall have identical terms as the Euro Tranche Term Loans and shall otherwise be subject to the provisions of the Credit Agreement, (iii) the New Dollar Revolving Credit Commitments and the New Dollar Revolving Credit Loans shall have identical terms as the Dollar Revolving Credit Commitments and the Dollar Revolving Credit Loans, respectively, and shall otherwise be subject to the provisions of the Credit Agreement and (iv) the New Multicurrency Revolving Credit Commitments and the New Multicurrency Revolving Credit Loans shall have identical terms as the Multicurrency Revolving Credit Commitments and the Multicurrency Revolving Credit Loans, respectively, and shall otherwise be subject to the provisions of the Credit Agreement. The parties hereto hereby agree that, notwithstanding anything in the Credit Agreement to the contrary, (i) the initial Interest Period with respect to any Eurocurrency Rate Loans made on the Amendment No. 3 Funding Date shall commence on the Amendment No. 3 Funding Date and end on February 27, 2015 and (ii) the immediately following Interest Period with respect to any such Eurocurrency Rate Loans shall be for a period of one month commencing on February 27, 2015 and ending on March 31, 2015.

SECTION 2. Amendments to Credit Agreement as of the Amendment No. 3 Funding Date . Effective as of the Amendment No. 3 Funding Date, the Credit Agreement shall be amended, in accordance with the provisions of Section 2.14 thereof, as follows:

(a) Section 1.01 of the Credit Agreement is hereby amended by deleting the definition of "Adjustment Date".

(b) Section 1.01 of the Credit Agreement is hereby further amended by deleting the definition of "Applicable Pricing Grid".

(c) Section 1.01 of the Credit Agreement is hereby further amended by amending and restating the definition of "Applicable Rate" in its entirety as follows:

" ***Applicable Rate*** " means (a) with respect to any Tranche B Term Loan that is (i) a Eurocurrency Rate Loan, 3.50% per annum and (ii) a Base Rate Loan, 2.50% per annum, (b) with respect to any Tranche B-2 Term Loan that is (i) a Eurocurrency Rate Loan, 3.75% per annum and (ii) a Base Rate Loan, 2.75% per annum, (c) with respect to any Revolving Loan that is (i) a Eurocurrency Rate Loan, 3.00% per annum and (ii) a Base Rate Loan, 2.00% per annum, (d) with respect to the Letter of Credit Fees, 3.00% per annum, (e) with respect to the Commitment Fee, 0.50% per annum and (f) with respect to any Euro Tranche Term Loan, 3.25% per annum. Notwithstanding the foregoing, it is understood and agreed that for all periods prior to the Amendment No. 3 Funding Date, the "Applicable Rate" for all purposes was as set forth in the Credit Agreement as in effect immediately prior to Amendment No. 3.

(d) Section 1.01 of the Credit Agreement is hereby further amended by amending and restating the definition of "Euro Tranche Term Loans" in its entirety as follows:

" ***Euro Tranche Term Loans*** " means the term loans made by each Euro Tranche Term Loan Lender on the Amendment No. 2 Funding Date and the Amendment No. 3 Funding Date.

(e) Section 1.01 of the Credit Agreement is hereby further amended by amending and restating the definition of "Euro Tranche Term Loan Commitment" in its entirety as follows:

" ***Euro Tranche Term Loan Commitment*** " means, as to each Euro Tranche Term Loan Lender, its obligation to make Euro Tranche Term Loans to any Euro Tranche Term Loan Borrower (i) pursuant to Amendment No. 2 on the Amendment No. 2 Funding Date in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on its signature page thereto under the caption "Euro Tranche Term Loan Commitment", (ii) pursuant to Amendment No. 3 on the Amendment No. 3 Funding Date in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on its signature page thereto under the caption "Euro Tranche Term Loan Commitment", (iii) in the Assignment and Assumption pursuant to which such Lender becomes a party hereto and (iv) pursuant to Section 2.14 in an aggregate principal amount at any one time outstanding not to exceed the amount agreed to by such Lender in compliance with Section 2.14 , as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The aggregate amount of Euro Tranche Term Loan Commitments on the Amendment No. 3 Funding Date is €287,487,500.

(f) Section 1.01 of the Credit Agreement is hereby amended by deleting the definition of "Euro Tranche Term Loan Applicable Pricing Grid".

(g) Section 1.01 of the Credit Agreement is hereby further amended by amending the definition of "Facility" by adding the following clause after clause (d) and prior to the words "as the context may require": "(e) the Tranche B-2 Term Loan Commitments and the Tranche B-2 Term Loans made thereunder (the " ***Tranche B-2 Term Loan Facility*** "), and (f) the Euro Tranche Term Loan Commitments and the Euro Tranche Term Loans made thereunder".

(h) Section 1.01 of the Credit Agreement is hereby further amended by amending and restating the definition of "Loan Documents" in its entirety as follows:

" ***Loan Documents*** " means, collectively, this Agreement, each Note, each Issuer Document, Amendment No. 1, Amendment No. 2, Amendment No. 3, each joinder agreement referred to in Section 2.14 , each Subsidiary Joinder Agreement, and the Collateral Documents.

(i) Section 1. 01 of the Credit Agreement is hereby further amended by amending and restating the definition of "New Term Loan Facility" in its entirety as follows:

" ***New Term Loan Facility*** " has the meaning assigned to such term in Section 2.14(a) of this Agreement and shall include the Euro Tranche Term Loan Facility and the Tranche B-2 Term Loan Facility, in each case, as increased from time to time (if applicable).

(j) Section 1.01 of the Credit Agreement is hereby further amended by amending the definition of "Pro Rata Share" by adding ", Pro Rata Tranche B-2 Share," after the words "Pro Rata Tranche B Share".

(k) Section 1.01 of the Credit Agreement is hereby further amended by amending and restating the definition of "Term Loan" in its entirety as follows:

" ***Term Loan*** " means the Tranche B Term Loans, the Tranche B-2 Term Loans, the New Term Loans (including the Euro Tranche Term Loans) and/or the Extended Term Loans, as the context may require.

(l) Section 1.01 of the Credit Agreement is hereby further amended by amending the definition of "Term Loan Borrowing" by adding ", Tranche B-2 Term Loans" after the words "Tranche B Term Loans".

(m) Section 1.01 of the Credit Agreement is hereby further amended by amending the definition of "Term Loan Commitment" by adding ", a Tranche B-2 Term Loan Commitment" after the words "Tranche B Term Loan Commitment".

(n) Section 1.01 of the Credit Agreement is hereby further amended by amending the definition of "Term Loan Lender" by adding ", a Tranche B-2 Term Loan Lender" after the words "Tranche B Term Loan Lender".

(o) Section 1.01 of the Credit Agreement is hereby further amended by amending the definition of "Term Loan Maturity Date" by adding ", Tranche B-2 Maturity Date" after the words "Tranche B Maturity Date".

(p) Section 1.01 of the Credit Agreement is hereby further amended by amending and restating the definition of "Tranche" in its entirety as follows:

" ***Tranche*** " means (a) with respect to Term Loans or commitments, refers to whether such Term Loans or commitments are (1) Tranche B Term Loans or Tranche B Term Loan Commitments, (2) Tranche B-2 Term Loans or Tranche B-2 Term Loan Commitments, (3) Euro Tranche Term Loans or Euro Tranche Term Loan Commitments, (4) New Term Loans with the same terms and conditions made on the same day and increased from time to time or (5) Extended Term Loans (of the same Extension Series) and (b) with respect to Revolving Credit Loans or commitments, refers to whether such Revolving Credit Loans or commitments are (1) Dollar Revolving Credit Commitments or Dollar Revolving Credit Loans, (2) Multicurrency Revolving Credit Commitments or Multicurrency Revolving Credit Loans or (3) Extended Revolving Loans or Extended Revolving Credit Commitments (of the same Extension Series).

(q) Section 1.01 of the Credit Agreement is hereby further amended by adding the following defined terms in alphabetical order:

" ***Amendment No. 3*** " means that certain Amendment No. 3 dated as of February 13, 2015 by and among the Borrowers, the other Loan Parties party thereto, the Administrative Agent, the Collateral Agent, the Lenders party thereto and the other parties thereto.

" ***Amendment No. 3 Effective Date*** " has the meaning specified in Section 6 of Amendment No. 3.

" ***Amendment No. 3 Funding Date*** " has the meaning specified in Section 5 of Amendment No. 3.

" ***Arysta*** " means Arysta LifeScience Limited, an Irish private limited company.

" ***Arysta Acquisition Agreement*** " means the Share Purchase Agreement dated October 20, 2014, (as subsequently amended by amendments dated as of November 10, 2014, December 2, 2014

and February 11, 2015), by and between Nalozo S.à.r.l., a Luxembourg limited liability company, as the seller, and PSP, as the purchaser.

" ***Arysta LifeScience Acquisition*** " means the acquisition of all of the Equity Interests of Arysta pursuant to the Arysta Acquisition Agreement.

" ***New Dollar Revolving Credit Loans*** " has the meaning assigned to such term in Amendment No. 3.

" ***New Multicurrency Revolving Credit Loans*** " has the meaning assigned to such term in Amendment No. 3.

" ***Percival Acquisition*** " means the acquisition of all of the Equity Interests of Percival S.A., a *société anonyme* incorporated and organized under the laws of Belgium, pursuant to that certain Acquisition Agreement dated August 4, 2014, by and among a representative of Percival S.A., as the seller, BV Borrower, as the purchaser, and PSP, as guarantor.

" ***Pro Rata Tranche B-2 Share*** " means, with respect to each Tranche B-2 Term Loan Lender at any time, a percentage (carried out to the ninth decimal place) of the principal amount of the Tranche B-2 Term Loan funded by such Tranche B-2 Term Loan Lender. The initial Pro Rata Tranche B-2 Share of each Tranche B-2 Term Loan Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Tranche B-2 Term Loan Lender becomes a party hereto, as applicable.

" ***Tranche B-2 Maturity Date*** " means June 7, 2020.

" ***Tranche B-2 Repayment Date*** " has the meaning specified in Section 2.07 .

" ***Tranche B-2 Term Loan*** " has the meaning specified in Section 2.01 .

" ***Tranche B-2 Term Loan Borrowers*** " means PSP and MacDermid.

" ***Tranche B-2 Term Loan Commitment*** " means, as to each Tranche B-2 Term Loan Lender, its obligation to make Tranche B-2 Term Loans to the Tranche B-2 Term Loan Borrowers (i) pursuant to Section 2.01 in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Tranche B-2 Term Loan Lender's name on Schedule 2.01 under the caption "Tranche B-2 Term Loan Commitment", (ii) in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, and (iii) pursuant to Section 2.14 in an aggregate principal amount at any one time outstanding not to exceed the amount agreed to by such Tranche B-2 Term Loan Lender in compliance with Section 2.14 , as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The aggregate amount of Tranche B-2 Term Loan Commitments on the Amendment No. 3 Funding Date is $500,000,000.

" ***Tranche B-2 Term Loan Facility*** " has the meaning specified in the definition of "Facility".

" ***Tranche B-2 Term Loan Lender*** " means, at any time, any Lender that has a Tranche B-2 Term Loan Commitment or an outstanding Tranche B-2 Term Loan at such time.

(r) Section 2.01 of the Credit Agreement is hereby amended by amending and restating such section in its entirety as follows:

"2.01 The Loans . Subject to the terms and conditions set forth herein, each Tranche B Term Loan Lender severally agrees to make term loans (each such loan, a " ***Tranche B Term Loan*** ") to any Tranche B Term Loan Borrower on the Closing Date in Dollars in an aggregate amount of up to such Tranche B Term Loan Lender's Tranche B Term Loan Commitment. Subject to the terms and conditions set forth herein, each Tranche B-2 Term Loan Lender severally agrees to make term loans (each such loan, a " ***Tranche B-2 Term Loan*** ") to any Tranche B-2 Term Loan Borrower on the Amendment No. 3 Funding Date in Dollars in an aggregate amount of up to such Tranche B-2 Term Loan Lender's Tranche B-2 Term Loan Commitment. Subject to the terms and conditions set forth herein, each Euro Tranche Term Loan Lender severally agrees to make Euro Tranche Term Loans to any Euro Tranche Term Loan Borrower on the Amendment No. 2 Funding Date and the Amendment No. 3 Funding Date, as applicable, in Euros in an aggregate amount of up to such Euro Tranche Term Loan Lender's Euro Tranche Term Loan Commitment. Amounts repaid or prepaid in respect of Term Loans may not be reborrowed. Tranche B Term Loans and Tranche B-2 Term Loans may be Base Rate Loans or Eurocurrency Rate Loans, as further provided herein. Subject to the terms and conditions set forth herein, (i) each Dollar Revolving Lender severally agrees to make revolving loans (each such loan, an " ***Initial Dollar Revolving Credit Loan*** ") in Dollars to each Revolving Credit Borrower from time to time, on any Business Day during the Availability Period, in an aggregate amount of up to, at any time outstanding, the amount of such Lender's Dollar Revolving Credit Commitment and (ii) each Multicurrency Revolving Lender severally agrees to make revolving loans (each such loan, an " ***Initial Multicurrency Revolving Credit Loan*** ") in Dollars or an Alternative Currency to each Revolving Credit Borrower from time to time, on any Business Day during the Availability Period, in an aggregate amount of up to, at any time outstanding, the amount of such Lender's Multicurrency Revolving Credit Commitment; provided , further , however , that (1) after giving effect to any Dollar Revolving Credit Borrowing, (i) the aggregate Outstanding Amount of all Dollar Revolving Credit Loans and L/C Obligations shall not exceed the Aggregate Dollar Revolving Credit Commitments and (ii) the aggregate Outstanding Amount of the Dollar Revolving Credit Loans of any Dollar Revolving Lender plus such Dollar Revolving Lender's Pro Rata Dollar Share of an amount equal to the aggregate Outstanding Amount of all L/C Obligations shall not exceed such Dollar Revolving Lender's Dollar Revolving Credit Commitment, (2) after giving effect to any Multicurrency Revolving Credit Borrowing, (i) the aggregate Outstanding Amount of all Multicurrency Revolving Credit Loans shall not exceed the Aggregate Multicurrency Revolving Credit Commitments, and (ii) the aggregate Outstanding Amount of the Multicurrency Revolving Credit Loans of any Multicurrency Revolving Lender shall not exceed such Multicurrency Revolving Lender's Multicurrency Revolving Credit Commitment, (3) after giving effect to any Revolving Credit Borrowing, the Total Outstandings shall not exceed the Total Revolving Credit Commitments and (4) the aggregate principal amount of New Dollar Revolving Credit Loans and New Multicurrency Revolving Credit Loans made on the Amendment No. 3 Funding Date shall not exceed $175,000,000. Within the limits of each Lender's Revolving Credit Commitment, and subject to the other terms and conditions hereof, the Revolving Credit Borrowers may borrow under this Section 2.01 , prepay under Section 2.05 , and reborrow under this Section 2.01 . Revolving Credit Loans may be Base Rate Loans or Eurocurrency Rate Loans, as further provided herein. Each Revolving Credit Borrowing (including any deemed Revolving Credit Borrowings made pursuant to Section 2.03) shall be allocated pro rata among the relevant Tranches. For the avoidance of doubt, any Multicurrency Revolving Credit Loans denominated in an Alternative Currency shall only be permitted to be borrowed as Eurocurrency Rate Loans."

(s) Schedule 2.01 to the Credit Agreement is hereby amended and restated in its entirety in the form attached hereto as Exhibit A .

(t) Section 2.02(a)(1) of the Credit Agreement is hereby amended by (x) adding ", in each case" immediately after the words "New Term Loans" at the first instance therein, (y) amending and restating Section 2.02(a)(1)(i) in its entirety as follows: "(i) 11:00 A.M. on the third Business Day prior to the date of the proposed Loans in the case of Eurocurrency Rate Loans (or, solely in the case of any Borrowing of Eurocurrency Rate Loans denominated in Dollars on the Amendment No. 3 Funding Date, not later than 12:00 P.M. on the second Business Day prior to the Amendment No. 3 Funding Date) or" and (z) replacing the words "Tranche B Term Loans" with "Tranche B Term Loans or Tranche B-2 Term Loans" in each place therein.

(u) Section 2.02(a)(2) to the Credit Agreement is hereby amended and restated in its entirety as follows:

"(2) Each Borrowing and each continuation of Multicurrency Revolving Credit Loans that are Eurocurrency Rate Loans and New Term Loans, in each case denominated in a currency other than Dollars, shall be made upon the Borrower's irrevocable notice to the Administrative Agent. Each such notice must be received by the Administrative Agent not later than 11:00 A.M. on the fourth Business Day prior to the date of the proposed borrowing or continuation of such Eurocurrency Rate Loans (or, solely in the case of any Borrowing of Multicurrency Revolving Credit Loans that are Eurocurrency Rate Loans or New Term Loans, in each case denominated in Euros, on the Amendment No. 3 Funding Date, not later than 9:00 A.M. on the third Business Day prior to the Amendment No. 3 Funding Date); provided, that in the case of a Borrowing or continuation of Multicurrency Revolving Credit Loans in Yen, such notice must be received by the Administrative Agent not later than 11:00 A.M. on the fifth Business Day prior to the date of the proposed borrowing or continuation of such Eurocurrency Rate Loans. Each Borrowing of or continuation of such Eurocurrency Rate Loans shall be in a principal amount that is not less than the Minimum Eurocurrency Borrowing Amount."

(v) Section 2.02(c) of the Credit Agreement is hereby amended by adding ", Tranche B-2 Repayment Date" after the words "Tranche B Repayment Date".

(w) Section 2.05(a)(i) of the Credit Agreement is hereby amended by amending and restating the third sentence thereof in its entirety as follows:

"The Administrative Agent will promptly notify each Lender of its receipt of each such notice and of the amount of such Lender's Pro Rata Dollar Share, Pro Rata Multicurrency Share, Pro Rata Tranche B Share, Pro Rata Tranche B-2 Share or Pro Rata New Term Loan Share, as applicable, of such prepayment."

(x) Section 2.05(a)(iv) of the Credit Agreement is hereby amended by replacing the words "Amendment No. 2 Funding Date" with the words "Amendment No. 3 Funding Date" in each place therein.

(y) Section 2.06(b)(i) of the Credit Agreement is hereby amended by amending and restating such section in its entirety as follows:

"Unless previously terminated in accordance with the terms hereof, (i) the Tranche B Term Loan Commitments shall automatically terminate at 5:00 p.m. on the Closing Date, (ii) the Tranche B-2 Term Loan Commitments shall automatically terminate at 5:00 p.m. on the Amendment No. 3 Funding Date, (iii) the Euro Tranche Term Loan Commitments made pursuant to clause (i) of the definition thereof shall automatically terminate at 5:00 p.m. on the

Amendment No. 2 Funding Date, (iv) the Euro Tranche Term Loan Commitments made pursuant to clause (ii) of the definition thereof shall automatically terminate at 5:00 p.m. on the Amendment No. 3 Funding Date, (iv) the Revolving Credit Commitments and the Letter of Credit Commitment shall automatically terminate on the Revolving Credit Maturity Date and (v) the Commitments in respect of any Tranche of New Term Loans shall automatically terminate on the maturity date set forth in the applicable Incremental Amendment or other document reasonably satisfactory to the Administrative Agent, the applicable Borrower(s) and such New Term Loan Lenders."

(z) Section 2.06(c) of the Credit Agreement is hereby amended by amending and restating such section in its entirety as follows:

"(c) Application of Commitment Reductions; Payment of Fees . The Administrative Agent will promptly notify the Lenders of any termination or reduction of the unused portions of the Letter of Credit Sublimit, the unused Dollar Revolving Credit Commitment, the unused Multicurrency Revolving Credit Commitment, the unused Tranche B Term Loan Commitment, the unused Tranche B-2 Term Loan Commitment or the unused Euro Tranche Term Loan Commitment under this Section 2.06 . Upon any reduction of unused Dollar Revolving Credit Commitments, unused Multicurrency Revolving Credit Commitments, the unused Tranche B Term Loan Commitments, the unused Tranche B-2 Term Loan Commitments or the unused Euro Tranche Term Loan Commitments, the Dollar Revolving Credit Commitment, the Multicurrency Revolving Credit Commitments, Tranche B Term Loan Commitment, Tranche B-2 Term Loan Commitment or Euro Tranche Term Loan Commitment, as applicable, of each Lender shall be reduced by such Lender's Pro Rata Share of the amount by which the applicable Facility is reduced. All Commitment Fees accrued until the effective date of any termination of the Total Revolving Credit Commitments shall be paid on the effective date of such termination."

(aa) Section 2.07(a)(ii) and Section 2.07(a)(iii) of the Credit Agreement are hereby amended by amending and restating such sections in their entirety as follows:

"(ii) Euro Tranche Term Loans . On each date set forth below, or if any such date is not a Business Day, on the next preceding Business Day (each such date being called a " ***Euro Tranche Repayment Date*** "), the Euro Tranche Term Loan Borrowers shall pay to the Administrative Agent, for the account of the Euro Tranche Term Loan Lenders, a principal amount of the Euro Tranche Term Loans (as adjusted from time to time pursuant to Sections 2.05 and 2.06(b)) equal to the amount set forth below for such date:

Euro Tranche Repayment Date	Amount
March 31, 2015	€720,520.05
June 30, 2015	€720,520.05
September 30, 2015	€720,520.05
December 31, 2015	€720,520.05
March 31, 2016	€720,520.05
June 30, 2016	€720,520.05
September 30, 2016	€720,520.05
December 31, 2016	€720,520.05
March 31, 2017	€720,520.05
June 30, 2017	€720,520.05
September 30, 2017	€720,520.05
December 31, 2017	€720,520.05
March 31, 2018	€720,520.05
June 30, 2018	€720,520.05
September 30, 2018	€720,520.05
December 31, 2018	€720,520.05

Euro Tranche Repayment Date	Amount
March 31, 2019	€720,520.05
June 30, 2019	€720,520.05
September 30, 2019	€720,520.05
December 31, 2019	€720,520.05
March 31, 2020	€720,520.05
Euro Tranche Maturity Date	Remainder

To the extent not previously paid, all Euro Tranche Term Loans shall be due and payable on the Euro Tranche Maturity Date, together with accrued and unpaid interest and fees on the principal amount to be paid up to but excluding the date of payment. All repayments pursuant to this Section 2.07(a) shall be subject to Section 3.05 , but shall otherwise be without premium or penalty."

"(iii) Tranche B-2 Term Loans . On each date set forth below, or if any such date is not a Business Day, on the next preceding Business Day (each such date being called a " ***Tranche B-2 Repayment Date*** "), the Tranche B-2 Term Loan Borrowers shall pay to the Administrative Agent, for the account of the Tranche B-2 Term Lenders, a principal amount of the Tranche B-2 Term Loans (as adjusted from time to time pursuant to Sections 2.05 and 2.06(b)) equal to the amount set forth below for such date:

Tranche B-2 Repayment Date	Amount
March 31, 2015	$1,250,000.00
June 30, 2015	$1,250,000.00
September 30, 2015	$1,250,000.00
December 31, 2015	$1,250,000.00
March 31, 2016	$1,250,000.00
June 30, 2016	$1,250,000.00
September 30, 2016	$1,250,000.00
December 31, 2016	$1,250,000.00
March 31, 2017	$1,250,000.00
June 30, 2017	$1,250,000.00
September 30, 2017	$1,250,000.00
December 31, 2017	$1,250,000.00
March 31, 2018	$1,250,000.00
June 30, 2018	$1,250,000.00
September 30, 2018	$1,250,000.00
December 31, 2018	$1,250,000.00
March 31, 2019	$1,250,000.00
June 30, 2019	$1,250,000.00
September 30, 2019	$1,250,000.00
December 31, 2019	$1,250,000.00
March 31, 2020	$1,250,000.00
Tranche B-2 Maturity Date	Remainder

To the extent not previously paid, prepaid, refinanced, substituted or replaced, all Tranche B-2 Term Loans shall be due and payable on the Tranche B-2 Maturity Date, together with accrued and unpaid interest and fees on the principal amount to be paid up to but excluding the date of payment. All repayments pursuant to this Section 2.07(a) shall be subject to Section 3.05 , but shall otherwise be without premium or penalty."

(bb) Section 2.12(a) of the Credit Agreement is hereby amended by adding the words ", Pro Rata Tranche B-2 Share" after the words "Pro Rata Tranche B Share".

(cc) Section 2.14(d) of the Credit Agreement is hereby amended by (i) adding "or Tranche B-2 Term Loans" after the words "Tranche B Term Loans" at the first instance of such words therein and (ii) adding "or Tranche B-2 Term Loans, as applicable" after the words "Tranche B Term Loans" at the second instance of such words therein.

(dd) Section 2.14(d)(iii) of the Credit Agreement is hereby further amended by (i) replacing the words "Eurocurrency Rate on the" with the words "Applicable Rate in effect for the Eurocurrency Rate for such" at the first instance therein and (ii) adding "(for the avoidance of doubt, it is understood and agreed that the foregoing calculation shall be made (A) on the Amendment No. 3 Funding Date, by comparing (x) the initial yield on the Tranche B-2 Term Loans to the Applicable Rate then in effect for the Tranche B Term Loans and (y) the initial yield on the Euro Tranche Term Loans made on the Amendment No. 3 Funding Date to the Applicable Rate then in effect for the Euro Tranche Term Loans made on the Amendment No. 2 Funding Date and (B) thereafter, on any Increased Amount Date on which Incremental Term Facilities denominated in both Dollars and Euros are established, by comparing (x) the initial yield on the Incremental Term Loans denominated in Dollars made on such Increased Amount Date to the Applicable Rate then in effect for the outstanding Term Loans denominated in Dollars made prior to such Increased Amount Date and (y) the initial yield on the Incremental Term Loans denominated in Euros made on such Increased Amount Date to the Applicable Rate then in effect for the outstanding Term Loans denominated in Euros made prior to such Increased Amount Date)" at the end of such clause.

(ee) Section 2.14(e) of the Credit Agreement is hereby amended by (i) adding ", Tranche B-2 Term Loans" after the words "Tranche B Term Loans" at each place in the first sentence of such section, and (ii) adding the words "or Tranche B-2 Term Loans" after the words "Tranche B Term Loans" in the last sentence of such section.

(ff) The proviso at the end of the third to last sentence of Section 2.16(a) of the Credit Agreement is hereby amended by amending and restating such proviso in its entirety as follows:

" provided that, notwithstanding anything to the contrary in this Section 2.16 or otherwise, assignments and participations of Extended Tranches shall be governed by the same or, at the Borrowers' discretion, more restrictive assignment and participation provisions applicable to Tranche B Term Loans, Tranche B-2 Term Loans or Initial Revolving Credit Commitments, as applicable, set forth in Section 11.06 ."

(gg) Section 3.08 of the Credit Agreement is hereby amended by amending and restating such section in its entirety as follows:

"3.08 Survival . All of the Borrowers' obligations under this Article III shall survive termination of the Tranche B Term Loan Commitments, the Tranche B-2 Term Loan Commitments, the Euro Tranche Term Loan Commitments, the Total Revolving Credit Commitments and repayment of all other Obligations hereunder."

(hh) Section 7.11 of the Credit Agreement is hereby amended by amending and restating such section in its entirety as follows:

"7.11 Use of Proceeds . Use the proceeds of the (i) Tranche B Term Loans incurred on the Closing Date, solely to refinance the Existing Indebtedness, to finance payment by MacDermid of the Specified Cash Distribution (as defined in the Existing First Lien Credit Agreement) and to pay fees and expenses related to the Transaction, (ii) Tranche B Term Loans and Euro Tranche Term Loans incurred on the Amendment No. 2 Funding Date solely to finance payment of the Chemtura Acquisition and to pay fees and expenses related to the Chemtura Acquisition, (iii) Tranche B Term Loans incurred on the Incremental Amendment Date solely to finance payment of the Percival Acquisition and fees and expenses relating thereto and (iv) Tranche B-2 Term Loans and Euro Tranche Term Loans incurred on the Amendment No. 3 Funding Date solely to finance payment of the Arysta LifeScience Acquisition and fees, premiums, expenses and other transaction costs relating thereto and to Amendment No. 3. The Revolving Credit Borrowers will use the proceeds of the Revolving Loans (i) on the Amendment No. 3 Funding Date, to finance payment of the Arysta LifeScience Acquisition and fees, premiums, expenses and other transaction costs relating thereto and to Amendment No. 3 (with any remaining amounts borrowed to be used for general corporate purposes) in an aggregate amount not to exceed $175,000,000 and (ii) thereafter, for general corporate purposes. The Revolving Credit Borrowers shall be entitled to request the issuance of Letters of Credit to support payment obligations incurred in the ordinary course of business."

(ii) Section 9.01(b) of the Credit Agreement is hereby amended by adding ", the Tranche B-2 Term Loan Facility" after the words "Term Loan Facility".

(jj) Section 11.24 of the Credit Agreement is hereby amended by (i) replacing the words "Tranche B Term Loan Borrowers" with "Tranche B Term Loan Borrowers, Tranche B-2 Term Loan Borrowers" in each place therein and (ii) replacing the words "Tranche B Term Loan Borrower" with "Tranche B Term Loan Borrower, Tranche B-2 Term Loan Borrower" in each place therein.

SECTION 3. Amendments to Credit Agreement as of the Amendment No. 3 Effective Date. Effective as of the Amendment No. 3 Effective Date, the Credit Agreement shall be amended as follows:

(a) Section 1.01 of the Credit Agreement is hereby amended by adding the following defined terms in alphabetical order:

" ***Belgian Guarantors*** " means a Guarantor with its jurisdiction of organization or formation under the laws of Belgium.

" ***BV Borrower*** " means MacDermid Agricultural Solutions Holdings B.V., a company organized under the laws of the Netherlands having its seat in Amsterdam and registered with the Dutch trade register under number 61196029.

" ***Certificate of Designation*** " has the meaning set forth in the Arysta Acquisition Agreement.

" ***Civil Code*** " has the meaning set forth in Section 4.10 .

" ***Euro Funding Borrower*** " has the meaning set forth in Section 11.27(b) .

" ***Euro Obligation Aggregate Payments*** " has the meaning set forth in Section 11.27(b) .

" ***Euro Obligation Fair Share*** " has the meaning set forth in Section 11.27(b) .

" ***Euro Obligation Fair Share Shortfall*** " has the meaning set forth in Section 11.27(b) .

" ***Euro Obligation Fair Share Contribution Amount*** " has the meaning set forth in Section 11.27(b) .

" ***Make Whole Payment*** " has the meaning set forth in the Arysta Acquisition Agreement.

" ***Mexico*** " means United Mexican States (*Estados Unidos Mexicanos*).

" ***Mexican Guarantor*** " means a Guarantor with its jurisdiction of organization or formation under the laws of Mexico.

" ***Note Escrow*** " means an escrow arrangement for the deposit of the gross proceeds of the notes to be issued by PSPC Escrow Corp. in connection with the Arysta LifeScience Acquisition into an escrow account (or accounts) in accordance with the terms of the Note Indenture and the Note Escrow and Security Agreement.

" ***Note Escrow and Security Agreement*** " means that certain escrow and security agreement dated as of February 2, 2015 (as may be amended, supplemented, amended and restated or otherwise modified from time to time), by and among PSPC Escrow Corp., as grantor and Computershare Trust Company N.A., as trustee and escrow agent.

" ***Note Indenture*** " means that certain indenture dated as of February 2, 2015 (as may be amended, supplemented, amended and restated or otherwise modified from time to time), by and among PSPC Escrow Corp., as escrow issuer, Computershare Trust Company N.A., as trustee, and Société Générale Bank & Trust, as paying agent, transfer agent and registrar.

" ***Series B Preferred Stock*** " means the Series B Convertible Preferred Stock to be issued pursuant to the Arysta Acquisition Agreement.

" ***Series B Redemption Date*** " has the meaning given to the term "Redemption Date" set forth in the Certificate of Designation.

(b) Section 1.01 of the Credit Agreement is hereby further amended by amending the definition of "Change of Control" by (i) deleting subsections (b) and (c) in their entirety, (ii) deleting the first subsection (d) in its entirety, (iii) adding the word "or" at the end of subsection (a) and (iv) renaming the second subsection (d), subsection (b).

(c) Section 1.01 of the Credit Agreement is hereby further amended by amending the definition of "Consolidated EBITDA" by (i) adding the words "integration and acquisition related costs (whether incurred prior to, or after, the consummation of any such acquisition)" after the words "restructuring charges" in subclause (a)(v)(ii), (ii) replacing the word "four" with "eight" in subclause (a)(xix)(D), and (iii) adding the following two clauses immediately after clause (a)(xxi): "(xxii) any non-cash expenses or charges recorded in accordance with GAAP relating to currency valuation of foreign denominated debt, and any non-cash expenses or charges recorded in accordance with GAAP relating to equity interests issued to non-employees in exchange for services provided in connection with any acquisition or business arrangement (in each case, including any such transaction consummated prior to

the Amendment No. 3 Funding Date and any such transaction undertaken but not completed), (xxiii) the amount of any Make Whole Payment and any non-cash expenses or charges recorded in accordance with GAAP relating to such Make Whole Payment".

(d) Section 1.01 of the Credit Agreement is hereby further amended by amending the definition of "Dollar Revolving Credit Borrowing" by replacing " Section 2.01(b) " with " Section 2.01 ".

(e) Section 1.01 of the Credit Agreement is hereby further amended by amending the definition of "Dollar Revolving Credit Commitment" by replacing " Section 2.01(b) " with " Section 2.01 ".

(f) Section 1.01 of the Credit Agreement is hereby further amended by amending the definition of "Initial Dollar Revolving Credit Loan" by replacing " Section 2.01(i) " with " Section 2.01 ".

(g) Section 1.01 of the Credit Agreement is hereby further amended by amending the definition of "Initial Multicurrency Revolving Credit Loan" by replacing " Section 2.01(ii) " with " Section 2.01 ".

(h) Section 1.01 of the Credit Agreement is hereby further amended by amending the definition of "Letter of Credit Sublimit" by replacing "$15,000,000" with "$30,000,000".

(i) Section 1.01 of the Credit Agreement is hereby further amended by amending the definition of "Multicurrency Revolving Credit Borrowing" by replacing " Section 2.01(b) " with " Section 2.01 ".

(j) Section 1.01 of the Credit Agreement is hereby further amended by amending the definition of "Multicurrency Revolving Credit Commitment" by replacing " Section 2.01(b) " with " Section 2.01 ".

(k) Section 1.01 of the Credit Agreement is hereby further amended by amending the definition of "Tranche B Term Loan Commitment" by replacing " Section 2.01(a) " with " Section 2.01 ".

(l) Article IV of the Credit Agreement is hereby amended by adding the following new Section 4.09 as follows:

"4.09 Limitation of Guarantees given by Belgian Guarantors. Notwithstanding any other provision of this Article IV , the guarantee, indemnity and other obligations of any Belgian Guarantor made or expressed to be assumed in this Article IV shall not be deemed to include any liability which would constitute unlawful financial assistance within the meaning of Article 629 of the Belgian Companies Code, or its equivalent, and shall, in addition, be subject to any limitation as set out in the Subsidiary Joinder Agreement or other joinder agreement (as contemplated by Section 7.12 hereof) of such Belgian Guarantor and agreed by the Administrative Agent (acting reasonably)."

(m) Article IV of the Credit Agreement is hereby amended by adding the following new Section 4.10 as follows:

"4.10 Limitation of Guarantees given by Mexican Guarantors . (a) Notwithstanding anything to the contrary set forth herein, the guarantees of each Mexican Guarantor are made in accordance with Articles 2794 and 2798 and any other related articles of the Federal Civil Code (" ***Civil Code*** ") and the corresponding articles for the Civil Codes of all the States of the Mexican Republic and the Federal District, to the fullest extent permitted by applicable law.

(b) Each Mexican Guarantor (i) hereby expressly waives the benefits of order, discussion and division (referred to in Spanish as *orden, excusión y división*), as well as those established by Articles 2813, 2814, 2815, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2836, 2837, 2840, 2848 and 2849 of the Civil Code and the corresponding articles for the Civil Codes of all the States of Mexico and the Federal District, (ii) hereby irrevocably waives any right to revoke this Agreement, and acknowledges that it is continuing in nature and applies to all Obligations, whether existing now or in the future, and expressly waives the benefits established in Articles 2826, 2844, 2845, 2846 and 2847 of the Civil Code and the corresponding articles for the Civil Codes of all the States of Mexico and the Federal District and (iii) acknowledges that it will receive substantial direct and indirect benefits from the financing arrangements involving any of the Borrowers or any of the Subsidiaries contemplated by the Loan Documents and that the waivers set forth in this Section 4.10(b) are knowingly made in contemplation of such benefits."

(n) Section 6.23(a) of the Credit Agreement is hereby amended by amending and restating the second sentence of such section in its entirety as follows: "The Borrowers and their Subsidiaries will not use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner, or other Person to fund activities or business of or with any Person that, at the time of such funding, is the subject of Sanctions."

(o) Section 7.12(a)(i) of the Credit Agreement is hereby amended by replacing the first parenthetical therein with the following: "(or (i) solely in the case of any direct or indirect Subsidiary acquired in connection with the Arysta LifeScience Acquisition, within 90 days after the Amendment No. 3 Funding Date, or (ii) such longer period as may be contemplated by the Agreed Security Principles or as otherwise agreed to by the Administrative Agent in its sole discretion)".

(p) Section 7.12(a)(ii) of the Credit Agreement is hereby amended by replacing the first parenthetical therein with the following: "(or (i) in the case of Anion, within 30 days after the Anion Release, or (ii) solely in the case of any direct or indirect subsidiary acquired in connection with the Arysta LifeScience Acquisition, within 90 days after the Amendment No. 3 Funding Date or such longer period as otherwise agreed to by the Administrative Agent in its sole discretion)".

(q) The final proviso to Section 7.12(a) of the Credit Agreement is hereby amended by adding at the end thereof the following: " provided , further , in the case of any direct or indirect Subsidiary acquired in connection with the Arysta LifeScience Acquisition, the Loan Parties shall have (i) 90 days after the Amendment No. 3 Funding Date or (ii) such longer period as may be contemplated by the Agreed Security Principles or as otherwise agreed to by the Administrative Agent in its sole discretion, to complete the actions set forth in the immediately preceding proviso;".

(r) Section 7.12(b) of the Credit Agreement is hereby amended by replacing the word "thereof" in the first sentence of such section with the words "of either Real Property or a Restricted Subsidiary which holds Real Property and is contemplated to become a Loan Party hereunder".

(s) Section 7.12(c) of the Credit Agreement is hereby amended by deleting the second parenthetical therein and replacing it with "(and, in any event, within 10 Business Days following the date of such acquisition (or (i) solely in the case of any Collateral acquired in connection with the Arysta LifeScience Acquisition, within 90 days after the Amendment No. 3 Funding Date or (ii) such longer period as may be contemplated by the Agreed Security Principles or as otherwise agreed to by the Administrative Agent in its sole discretion))".

(t) Section 7.15 of the Credit Agreement is hereby amended by adding the following new Section 7.15(d) as follows:

"(d) Amendments to the Agreed Security Principles as contemplated by Section 1(d) of the Agreed Security Principles must be mutually agreed to by the Administrative Agent and the Borrowers but shall not require the consent of any Lender. In connection with any amendments contemplated by Section 1(d) of the Agreed Security Principles, the Lenders, the Issuing Banks and the other Secured Parties hereby authorize the Administrative Agent and the Collateral Agent, as applicable, to execute and deliver any instruments, documents, and agreements necessary or desirable to evidence and confirm the release of any Loan Parties released pursuant to such amendment, all without the further consent or joinder of any Lender or any other Secured Party. Any representation, warranty, covenant or agreement contained in any Loan Document relating to any such Guarantor shall no longer be deemed to be made. In connection with any release hereunder, the Administrative Agent and the Collateral Agent shall (and the Secured Parties hereby authorize the Administrative Agent and the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by the Borrowers and at the Borrowers' expense; provided , that the Administrative Agent shall have received a certificate of a Responsible Officer of the Borrowers certifying that immediately after giving effect to any such release, the pro forma Consolidated EBITDA of the Loan Parties, taken together, represents not less than 70% of the Consolidated EBITDA of PSP and its Restricted Subsidiaries for the period of four consecutive fiscal quarters most recently ended prior to the date of such release."

(u) Section 8.01(d) of the Credit Agreement is hereby amended by replacing "$60,000,000" with "$200,000,000".

(v) Section 8.01(i) of the Credit Agreement is hereby amended by amending and restating such section in its entirety as follows:

"(i) Liens securing Indebtedness permitted by Section 8.02(p) , so long as the agent, trustee or similar Person party to such Indebtedness shall enter into a Customary Intercreditor Agreement in form and substance reasonably satisfactory to the Administrative Agent;"

(w) Section 8.01 of the Credit Agreement is hereby amended by adding the following clauses (k) and (l) in their entirety:

"(k) (i) Liens existing on assets acquired by PSP or any of its Subsidiaries in connection with the Arysta LifeScience Acquisition; provided that (x) such Liens secure Indebtedness permitted pursuant to Section 8.02(s) and (y) such Liens attach at all times only to the same classes of assets to which such Liens attached (and after-acquired property that is affixed or incorporated into the property covered by such Lien), and secure only the same Indebtedness or obligations that such Liens secured, immediately prior to the Arysta LifeScience Acquisition; and (ii) Liens securing any Permitted Refinancing Indebtedness in respect thereof; and

(l) Liens under the Note Escrow or under any similar escrow arrangement holding the proceeds of any Indebtedness incurred in accordance with Section 8.02 to finance a Permitted Acquisition or other Investment; provided , that such Liens shall terminate and otherwise be discharged upon the consummation of the applicable Permitted Acquisition or Investment."

(x) Section 8.02(r) of the Credit Agreement is hereby amended by replacing "$60,000,000" with "$200,000,000; and".

(y) Section 8.02 of the Credit Agreement is hereby amended by adding the following clause (s) in its entirety:

"(s) (i) Indebtedness of entities acquired in connection with the Arysta LifeScience Acquisition set forth on Schedule 8.02(s); and (ii) any Permitted Refinancing Indebtedness in respect thereof."

(z) Schedule 8.02(s) is hereby added to the Credit Agreement in its entirety in the form attached hereto as Exhibit B.

(aa) Section 8.02 of the Credit Agreement is hereby further amended by adding the following paragraphs to the end of such section:

"Notwithstanding anything to the contrary in this Section 8.02, Restricted Subsidiaries of any Borrower that are Foreign Subsidiaries may not incur Indebtedness or issue Disqualified Stock or preferred stock in the aggregate pursuant to clauses (k), (l), (n), (o), and (p) of this Section 8.02 if, after giving pro forma effect to such incurrence or issuance (including a pro forma application of the net proceeds therefrom), the aggregate amount thereof incurred or issued pursuant to such clauses at any one time outstanding shall exceed the greater of $600,000,000 and 7.0% of Consolidated Total Assets of the Foreign Subsidiaries as of such date.

For the avoidance of doubt, for the purposes of this Section 8.02, the term "Indebtedness" shall be deemed to include, in the case of Holdings or the Borrowers, the issuance of any shares of Disqualified Stock or, in the case of the Borrowers' Restricted Subsidiaries (other than Holdings and MacDermid), the issuance of any shares of Disqualified Stock or preferred stock, in each case, to the extent that any of the foregoing would appear as a liability upon a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP."

(bb) Section 8.03 of the Credit Agreement is hereby amended by adding the following paragraph to the end of such section:

"For the avoidance of doubt, it is understood and agreed that at any time Holdings may merge with and into PSP, with PSP surviving such merger, and nothing herein shall be deemed to prohibit or otherwise limit such merger."

(cc) Section 8.05 of the Credit Agreement is hereby amended by deleting the preamble to such section in its entirety and substituting in lieu therefor the words "Declare or make, directly or indirectly, any Restricted Payment, except:".

(dd) Section 8.05 of the Credit Agreement is hereby further amended by adding the following clause (n) in its entirety:

"(n) so long as no Default or Event of Default shall have occurred and be continuing or would result therefrom, (i) any redemption on the Series B Redemption Date in connection with the Series B Preferred Stock issued in connection with the Arysta LifeScience Acquisition or payment of any Make Whole Payment with respect thereto; provided that immediately after giving effect to such Restricted Payment the First Lien Net Leverage Ratio shall not exceed 4.50 to 1.00 on a Pro Forma Basis or (ii) any refinancing of the Series B Preferred Stock issued in connection with the Arysta LifeScience Acquisition or payment of any Make Whole Payment with respect thereto with the proceeds of unsecured Indebtedness permitted under Section 8.02; provided that such Indebtedness (i) shall not mature prior to the date that is six months after the

Latest Maturity Date, (ii) shall not provide for any required, scheduled or mandatory prepayment on account of principal (including amortization or otherwise, but excluding a customary offer to redeem or repay with asset sale proceeds or following a Change of Control) prior to the date that is six months after the Latest Maturity Date and (iii) shall not be guaranteed by any Person that is not a Guarantor."

(ee) Section 8.08 of the Credit Agreement is hereby amended by amending and restating such section in its entirety as follows:

"Enter into or permit to exist any Contractual Obligation (other than this Agreement, any other Loan Document, the Note Indenture or any Permitted Refinancing Indebtedness incurred to refinance any such Indebtedness) that limits the ability (i) except as permitted under Section 8.01 or the documentation governing any Credit Agreement Refinancing Indebtedness, of any Borrower or any Restricted Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person to secure the Obligations or any refinancing thereof or (ii) of any Borrower or any Restricted Subsidiary to pay dividends or other distributions with respect to any of its Equity Interests or to make or repay loans or advances, in each case, to Holdings, any Borrower or any other Restricted Subsidiary or to Guarantee Indebtedness of any Borrower or any Restricted Subsidiary; provided that the foregoing restrictions in this Section 8.08 shall not apply to:

(a) customary restrictions and conditions contained in agreements relating to the sale of a Restricted Subsidiary pending such sale; provided that such restrictions and conditions apply only to the Restricted Subsidiary that is to be sold and such sale is permitted hereunder;

(b) customary restrictions and conditions contained in any trading, netting, operating, construction, service, supply, purchase, sale or other agreement to which the Borrowers or any of its Restricted Subsidiaries is a party and was entered into in the ordinary course of business; provided that such agreement prohibits the encumbrance of solely the property or assets of the Borrowers or such Restricted Subsidiary that are the subject to such agreement;

(c) Contractual Obligations which impose (x) restrictions described in clause (i) above, but only to the extent that such restrictions do not materially adversely affect the value of the Collateral granted to secure the Obligations or (y) restrictions described in clause (ii) above, but only to the extent that such restrictions do not materially adversely affect the consolidated cash position of the Borrowers and Guarantors;

(d) any agreement or other instrument (including an instrument governing Indebtedness) of a Person acquired by any Borrower or any Restricted Subsidiaries in existence at the time of such acquisition or at the time it merges with or into any Borrower or any of its Restricted Subsidiaries or assumed in connection with the acquisition of assets (including with respect to the Arysta LifeScience Acquisition, the contractual encumbrances or restrictions in effect on the closing date of the Arysta LifeScience Acquisition) from such Person (but, in any such case, not created in contemplation thereof), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person and its Subsidiaries, or the property or assets of the Person and its Subsidiaries, so acquired or the property or assets so assumed;

(e) any restrictions created in connection with any Factoring Agreement that, in the good faith determination of the Borrowers are necessary or advisable to effect the transactions contemplated under such Factoring Agreement;

(f) any contractual encumbrances or restrictions imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the agreements referred to in clause (d) of this Section 8.08 ; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Borrowers, not materially more restrictive with respect to such encumbrance and other restrictions taken as a whole than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing;

(g) customary restrictions on leases, subleases, licenses or sublicenses or sales otherwise permitted hereby so long as such restrictions relate to the assets subject thereto;

(h) customary provisions in joint venture agreements and other similar agreements applicable to joint ventures permitted under this Agreement;

(i) customary provisions restricting assignment of any agreement entered into in the ordinary course of business;

(j) restrictions on cash or other deposits under contracts entered into in the ordinary course of business;

(k) Contractual Obligations which arise under applicable laws or any applicable rule, regulation or order;

(l) any agreement or instrument governing Equity Interests of any Person that is acquired; or

(m) restrictions and conditions on any Restricted Subsidiary organized in jurisdictions where such restrictions are customary, including the People's Republic of China, or any state or other political subdivision thereof."

(ff) Section 11.06(b)(iv) is amended by amending and restating the first sentence thereof in its entirety as follows:

"The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption (such Assignment and Assumption to be delivered via an electronic settlement system acceptable to the Administrative Agent (or, if previously agreed with the Administrative Agent, manually)), and shall pay to the Administrative Agent a processing and recordation fee of $3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent); provided that only one such fee shall be payable in the event of simultaneous assignments to or from two or more Approved Funds by a single Lender and no fee shall be payable for assignments among related funds or among any Lender and any of its Affiliates."

(gg) Section 11.10 of the Credit Agreement is hereby amended by amending and restating such section in its entirety as follows:

"This Agreement and each other Loan Document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To the extent permitted under applicable law, delivery by telecopier or e-mail of an executed counterpart of a signature page to this Agreement and each other Loan Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document. The Administrative Agent may also require that any such documents and signatures delivered by telecopier be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier."

(hh) Section 11.16(b) of the Credit Agreement is hereby amended by amending and restating such section in its entirety as follows:

"(b) EACH LOAN PARTY HEREBY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN THE BOROUGH OF MANHATTAN IN NEW YORK CITY, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH PARTY HERETO IRREVOCABLY WAIVES (I) ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO AND (II) THEIR RIGHTS TO ANY OTHER JURISDICTION THAT MAY APPLY BY VIRTUE OF THEIR PRESENT OR ANY OTHER FUTURE DOMICILE OR FOR ANY OTHER REASON . EACH PARTY HERETO WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE."

(ii) Section 11.16(c) of the Credit Agreement is hereby amended by adding the following sentence to the end of such section:

"EACH MEXICAN GUARANTOR HEREBY AGREES TO GRANT A NOTARIZED SPECIAL POWER OF ATTORNEY TO CORPORATION SERVICE COMPANY IN TERMS ACCEPTABLE TO THE ADMINISTRATIVE AGENT."

(jj) Article XI of the Credit Agreement is hereby amended by adding the following Section 11.27 as follows:

"Section 11.27 Euro Tranche Term Loan Co-Borrowers .

(a) Joint and Several Liability. Subject in all cases to the Agreed Security Principles, all Obligations (as defined in this Section 11.27 below) of the Euro Tranche Term Loan Borrowers under this Agreement and the other Loan Documents shall be joint and several Obligations of each Euro Tranche Term Loan Borrower. Anything contained in this Agreement and the other Loan Documents to the contrary notwithstanding, the Obligations of each Euro Tranche Term Loan Borrower hereunder, solely to the extent that such Euro Tranche Term Loan Borrower did not receive proceeds of Loans from any borrowing thereunder, shall be limited to a maximum aggregate amount equal to the largest amount that would not render its Obligations

hereunder subject to avoidance as a fraudulent transfer or conveyance under Fraudulent Transfer Laws, in each case after giving effect to all other liabilities of such Euro Tranche Term Loan Borrower, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws (specifically excluding, however, any liabilities of such Euro Tranche Term Loan Borrower in respect of intercompany Indebtedness to any other Loan Party or Affiliates of any other Loan Party to the extent that such Indebtedness would be discharged in an amount equal to the amount paid by such Loan Party hereunder) and after giving effect as assets to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation or contribution of such Euro Tranche Term Loan Borrower pursuant to (i) applicable law or (ii) any agreement providing for an equitable allocation among such Euro Tranche Term Loan Borrower and other Affiliates of any Loan Party of Obligations arising under the Guaranty by such parties.

(b) Subrogation. Until the Obligations shall have been paid in full in cash, each Euro Tranche Term Loan Borrower shall withhold exercise of any right of subrogation, contribution or any other right to enforce any remedy which it now has or may hereafter have against the other Euro Tranche Term Loan Borrower or any other guarantor of the Obligations. Each Euro Tranche Term Loan Borrower further agrees that, to the extent the waiver of its rights of subrogation, contribution and remedies as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any such rights such Euro Tranche Term Loan Borrower may have against the other Euro Tranche Term Loan Borrower, any collateral or security or any such other guarantor, shall be junior and subordinate to any rights Collateral Agent may have against the other Euro Tranche Term Loan Borrower, any such collateral or security, and any such other guarantor. The Euro Tranche Term Loan Borrowers under this Agreement and the other Loan Documents together desire to allocate among themselves, in a fair and equitable manner, their Obligations arising under this Agreement and the other Loan Documents. Accordingly, in the event any payment or distribution is made on any date by any Euro Tranche Term Loan Borrower under this Agreement and the other Loan Documents (a " ***Euro Funding Borrower*** ") that exceeds its Euro Obligation Fair Share as of such date, that Euro Funding Borrower shall be entitled to a contribution from the other Euro Tranche Term Loan Borrower in the amount of such other Euro Tranche Term Loan Borrower's Euro Obligation Fair Share Shortfall (as defined below) as of such date, with the result that all such contributions will cause each Euro Tranche Term Loan Borrower's Euro Obligation Aggregate Payments to equal its Euro Obligation Fair Share as of such date. " ***Euro Obligation Fair Share*** " means, with respect to a Euro Tranche Term Loan Borrower as of any date of determination, an amount equal to (i) the ratio of (x) the Euro Obligation Fair Share Contribution Amount with respect to such Euro Tranche Term Loan Borrower to (y) the aggregate of the Euro Obligation Fair Share Contribution Amounts with respect to all Euro Tranche Term Loan Borrowers, multiplied by (ii) the aggregate amount paid or distributed on or before such date by all Euro Funding Borrowers under this Agreement and the other Loan Documents in respect of the Obligations guarantied. " ***Euro Obligation Fair Share Shortfall*** " means, with respect to a Euro Tranche Term Loan Borrower as of any date of determination, the excess, if any, of the Euro Obligation Fair Share of such Euro Tranche Term Loan Borrower over the Euro Obligation Aggregate Payments of such Euro Tranche Term Loan Borrower. " ***Euro Obligation Fair Share Contribution Amount*** " means, with respect to a Euro Tranche Term Loan Borrower as of any date of determination, the maximum aggregate amount of the Obligations of such Euro Tranche Term Loan Borrower under this Agreement and the other Loan Documents that would not render its Obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under §548 of the Bankruptcy Code, 11 U.S.C. §548, or any comparable applicable provisions of state law; provided that, solely for purposes of calculating the Euro Obligation Fair Share Contribution Amount with respect to any Euro Tranche Term Loan Borrowers for purposes of this Agreement, any assets or liabilities of such Loan Party arising by virtue of any rights to subrogation, reimbursement or indemnification

or any rights to or Obligations of contribution hereunder shall not be considered as assets or liabilities of such Euro Tranche Term Loan Borrower. *" **Euro Obligation Aggregate Payments** "* means, with respect to a Euro Tranche Term Loan Borrower as of any date of determination, an amount equal to (i) the aggregate amount of all payments and distributions made on or before such date by such Euro Tranche Term Loan Borrower in respect of this Agreement and the other Loan Documents (including in respect of this Agreement) minus (ii) the aggregate amount of all payments received on or before such date by such Euro Tranche Term Loan Borrower from the other Euro Tranche Term Loan Borrowers as contributions under this Agreement. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Euro Funding Borrower. The allocation among the Euro Tranche Term Loan Borrowers of their Obligations as set forth in this Agreement shall not be construed in any way to limit the liability of any Euro Tranche Term Loan Borrower hereunder or under any Loan Document.

(c) Representative of Euro Tranche Term Loan Borrowers. NAIP hereby appoints BV Borrower as its agent, attorney-in-fact and representative for the purpose of (i) making any borrowing requests or other requests required under this Agreement, (ii) the giving and receipt of notices by and to Euro Tranche Term Loan Borrowers under this Agreement, (iii) the delivery of all documents, reports, financial statements and written materials required to be delivered by the Euro Tranche Term Loan Borrowers under this Agreement, and (iv) all other purposes incidental to any of the foregoing. NAIP agrees that any action taken by BV Borrower as the agent, attorney-in-fact and representative of NAIP shall be binding upon NAIP to the same extent as if directly taken by NAIP.

(d) Allocation of Loans. All Euro Tranche Term Loans shall be made to BV Borrower as borrower unless a different allocation of such Loans as between BV Borrower and NAIP with respect to any borrowing hereunder is included in the applicable Committed Loan Notice.

(e) Obligations Absolute. Each Euro Tranche Term Loan Borrower hereby waives, for the benefit of Secured Parties: (a) any right to require any Secured Party, as a condition of payment or performance by such Euro Tranche Term Loan Borrower, to (i) proceed against any other Euro Tranche Term Loan Borrower, any guarantor (including any other Guarantor) of the Obligations or any other Person, (ii) proceed against or exhaust any security held from any other Euro Tranche Term Loan Borrower, any guarantor or any other Person, (iii) proceed against or have resort to any balance of any Deposit Account (as defined in the Pledge and Security Agreement) or credit on the books of any Secured Party in favor of any other Euro Tranche Term Loan Borrower or any other Person, or (iv) pursue any other remedy in the power of any Secured Party whatsoever; (b) any defense arising by reason of the incapacity, lack of authority or any disability or other defense of any other Euro Tranche Term Loan Borrower or any Guarantor including any defense based on or arising out of the lack of validity or the unenforceability of the Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of any other Euro Tranche Term Loan Borrower or any Guarantor from any cause other than payment in full of the Obligations; (c) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (d) any defense based upon any Secured Party's errors or omissions in the administration of the Obligations, except behavior which amounts to bad faith; (e) (i) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms hereof and any legal or equitable discharge of such Euro Tranche Term Loan Borrower's obligations hereunder, (ii) the benefit of any statute of limitations affecting such Euro Tranche Term Loan Borrower's liability hereunder or the enforcement

hereof, (ii) any rights to set offs, recoupments and counterclaims, and (iii) promptness, diligence and any requirement that any Secured Party protect, secure, perfect or insure any security interest or lien or any property subject thereto; (f) notices, demands, presentments, protests, notices of protest, notices of dishonor and notices of any action or inaction, including acceptance hereof, notices of default hereunder or under the Treasury Management Agreements, Secured Hedge Agreements or any agreement or instrument related thereto, notices of any renewal, extension or modification of the Obligations or any agreement related thereto, notices of any extension of credit to the Euro Tranche Term Loan Borrowers and notices of any of the matters referred to in Section 4.02 and any right to consent to any thereof; and (g) any defenses or benefits that may be derived from or afforded by law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms hereof.

For the purposes of this Section 11.27 , " ***Obligations*** " means (a) all advances to, and debts, liabilities, obligations, covenants and duties of, any Euro Tranche Term Loan Borrower or Loan Party that is a Foreign Subsidiary or Excluded Domestic Subsidiary arising under (i) any Loan Document or otherwise with respect to any Loan extended to any Euro Tranche Term Loan Borrower or any payment required to be made by any Euro Tranche Term Loan Borrower in respect of a Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising including the obligation to pay principal, interest, Letter of Credit commissions, charges, expenses, fees, attorneys' fees and disbursements, indemnities and other amounts payable by any Euro Tranche Term Loan Borrower or Loan Party that is a Foreign Subsidiary or Excluded Domestic Subsidiary under any Loan Document and including interest and fees that accrue after the commencement by or against any Euro Tranche Term Loan Borrower or Loan Party that is a Foreign Subsidiary or Excluded Domestic Subsidiary or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, (ii) any Secured Hedge Agreement, (iii) any Treasury Management Agreement between any such Loan Party and an Agent, an Arranger, the Bookrunner or a Lender, in each case at the time such applicable Treasury Management Agreement is entered into, or an Affiliate of any of the foregoing and (b) the obligation of any Euro Tranche Term Loan Borrower or Loan Party that is a Foreign Subsidiary or Excluded Domestic Subsidiary to reimburse any amount in respect of any of the foregoing that any Lender, in its reasonable sole discretion, may elect to pay or advance on behalf of such Loan Party. Notwithstanding anything to the contrary, the "Obligations" shall not include any Excluded Swap Obligations.

(f) The address of BV Borrower and NAIP for purposes of all notices and other communications is the address designated for all Loan Parties on Schedule 11.02 or such other address as BV Borrower or NAIP may from time to time notify the Administrative Agent in writing."

(kk) Section 1(a) of Schedule 2 (Agreed Security Principles) of Amendment No. 2 is hereby amended by amending and restating such section in its entirety as follows:

"(a) The Guaranties and/or security to be provided in connection with the proposed transactions will be given in accordance with the security principles set forth herein (the " ***Agreed Security Principles*** "). Capitalized terms used herein but not defined herein shall have the meanings set forth in the Amended and Restated Credit Agreement or the Pledge and Security Agreement, as applicable. Subject to Section 13 hereof, the only Restricted Subsidiaries that shall be required to be a Loan Party or a Guarantor (each as defined in the Amended and Restated Credit Agreement) pursuant to Section 7.12 of the Amended and Restated Credit Agreement are

those Restricted Subsidiaries that are not Excluded Subsidiaries and that are incorporated or organized in the United States, the United Kingdom, the Netherlands, Singapore, Hong Kong, France, Belgium, Brazil, Japan, Mexico and, solely with respect to Restricted Subsidiaries that are acquired or formed on or after the Amendment No. 3 Funding Date, Canada, or any other jurisdiction added in connection with an amendment to the Agreed Security Principles in accordance with Section 13 hereof; provided that, notwithstanding anything to the contrary in any Loan Document, no Restricted Subsidiary that is incorporated or organized in Belgium, Brazil, Japan or Mexico (together with any jurisdictions that may from time to time be substituted therefor pursuant to Section 1(d) hereof, the "***New Amendment No. 3 Guarantor Jurisdictions***") shall be required to grant any Lien or security interest in any of its property or assets and the Restricted Subsidiaries that are incorporated or organized in the New Amendment No. 3 Jurisdictions shall be subject to the Agreed Security Principles solely in connection with Guaranties to the extent required to be provided pursuant to the Credit Agreement."

(ll) Section 1(b) of Schedule 2 (Agreed Security Principles) of Amendment No. 2 is hereby amended by amending and restating the first sentence thereof in its entirety as follows:

"(b) The Agreed Security Principles embody recognition by all parties that there may be certain legal and practical difficulties in obtaining security and/or Guaranties, as the case may be, from all proposed grantors of security and/or Guaranties (the "***Loan Parties***") that are incorporated or organized in the United States, the United Kingdom, the Netherlands, Singapore, Hong Kong, France, Belgium, Brazil, Japan, Mexico, Canada or any other jurisdiction added in connection with an amendment to the Agreed Security Principles in accordance with Section 13 hereof."

(mm) Section 1 of Schedule 2 (Agreed Security Principles) of Amendment No. 2 is hereby amended by adding the following new Section 1(d) as follows:

"(d) After the Amendment No. 3 Funding Date, (A) the Borrowers and the Administrative Agent shall be permitted to amend the Agreed Security Principles in accordance with Section 13 hereof to remove any New Amendment No. 3 Guarantor Jurisdiction (or substitute another jurisdiction (other than the United States, the United Kingdom, the Netherlands, Singapore, Hong Kong, France or Canada) therefor) from the list of jurisdictions where Guaranties are required to be provided pursuant to Section 7.12 of the Amended and Restated Credit Agreement and (B) the Collateral Agent shall be permitted to release any Guarantor that is incorporated or organized in any such New Amendment No. 3 Guarantor Jurisdiction from its obligations under the Guaranty; provided that, immediately after giving effect to any such removal, substitution or release, the pro forma Consolidated EBITDA of the Loan Parties, taken together, represents not less than 70% of the Consolidated EBITDA of PSP and its Restricted Subsidiaries for the period of four consecutive fiscal quarters most recently ended prior to the date of such removal, substitution or release."

(nn) Section 10(a) of Schedule 2 (Agreed Security Principles) of Amendment No. 2 is hereby amended by amending and restating the first sentence thereof in its entirety as follows:

"(a) The applicable Collateral Document will be governed by the Laws of the Person whose Equity Interests are being secured and not by the law of the country of the Person granting the security interest, unless, the person whose Equity Interests are being secured is incorporated or organized outside of the United States, the United Kingdom, the Netherlands, Singapore, Hong Kong, France and, solely with respect to Persons that are acquired or formed on or after the Amendment No. 3 Funding Date, Canada, or any other jurisdiction (other than a New

Amendment No. 3 Guarantor Jurisdiction) added in connection with an amendment to the Agreed Security Principles in accordance with Section 13 hereof, in which case, the Equity Interests being secured shall be governed by the laws of the Person granting the security interest."

(oo) Section 13 of Schedule 2 (Agreed Security Principles) of Amendment No. 2 is hereby amended by adding "or (d)" after the words " Section 7.15(c) ".

SECTION 4. Representations and Warranties . The Borrowers and the Loan Parties party hereto represent and warrant to the Agent, the L/C Issuer and the Lenders as of the Amendment No. 3 Funding Date and the Amendment No. 3 Effective Date that:

(a) The execution, delivery and performance by each Loan Party of this Amendment No. 3 or other documents executed in connection herewith to which such Person is or is to be a party, and the consummation of the transactions contemplated herein, are within such Loan Party's corporate or other powers, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of any of such Person's Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any material Lien under, or require any material payment to be made under (i) any material Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any Law that would adversely affect the rights of the Lenders, the Administrative Agent or the Collateral Agent under the Loan Documents.

(b) This Amendment No. 3 and each other document executed in connection herewith has been duly executed and delivered by each Loan Party that is party hereto and thereto. This Amendment No. 3 and each other document executed in connection herewith constitutes a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party hereto and thereto in accordance with its terms, except to the extent that enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law).

(c) (i) Both immediately before and after the Amendment No. 3 Funding Date and the Amendment No. 3 Effective Date, no Default or Event of Default has occurred and is continuing, (ii) all representations and warranties of Holdings, each Borrower and each other Loan Party contained in Article VI of the Credit Agreement or any other Loan Document are true and correct in all material respects on and as of such dates, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date; provided that any representation and warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates, and (iii) if as of the Amendment No. 3 Funding Date and after giving effect thereto the aggregate Outstanding Amount of Revolving Loans and all L/C Obligations, shall in the aggregate exceed 25% of the used and unused Revolving Credit Commitments, the financial covenant set forth in Section 8.10(a) of the Credit Agreement shall be satisfied, calculated at the time of the Amendment No. 3 Funding Date by looking back to the last day of the prior fiscal quarter to determine if PSP would have been in compliance with the financial covenant set forth in Section 8.10 (a) of the Credit Agreement as of such fiscal quarter end as if the financial covenant had been tested for such fiscal quarter (on a Pro Forma Basis and after giving *pro forma* effect to the Credit Extensions made on the Amendment No. 3 Funding Date).

(d) Neither the amendment of the Credit Agreement effected on the Amendment No. 3 Funding Date or the Amendment No. 3 Effective Date, in each case pursuant to this Amendment No. 3, nor the execution, delivery, performance or effectiveness of this Amendment No. 3: (a) impairs (or will impair as of the Amendment No. 3 Funding Date or the Amendment No. 3 Effective Date) the validity, effectiveness or priority of the Liens granted pursuant to any Loan Document (as defined in the Credit Agreement), and such Liens continue unimpaired with the same priority to secure repayment of the Obligations (as defined in the Credit Agreement), whether heretofore or hereafter incurred or (b) requires (or will require as of the Amendment No. 3 Funding Date or the Amendment No. 3 Effective Date) that any new filings be made or other action taken to perfect or to maintain the perfection of such Liens (other than any filings in connection with the addition of new Loan Parties and any actions contemplated by Section 7.12 and Section 7.14(b) of the Credit Agreement).

SECTION 5. Conditions to the Amendment No. 3 Funding Date . This Amendment No. 3 shall become a binding agreement of the parties hereto and the agreements set forth herein and the amendments set forth in Section 2 shall each become effective on the date (the " ***Amendment No. 3 Funding Date*** ") on which each of the following conditions is satisfied or waived:

(a) The Administrative Agent shall have received from (i) the Borrowers and the other Loan Parties party hereto, (ii) the Tranche B-2 Term Loan Lenders, (ii) the New Euro Term Loan Lenders, (iii) the New Dollar Revolving Credit Lenders, (iv) the New Multicurrency Revolving Credit Lenders and (v) the L/C Issuer a counterpart of this Amendment No. 3 signed on behalf of such party.

(b) The Administrative Agent shall have received a customary closing certificate from a secretary, assistant secretary or similar officer or foreign representative of each Borrower and each Loan Party that is a party hereto, in each case, certifying as to (i) resolutions duly adopted by the board of directors (or equivalent governing body) of each such Borrower and each such Loan Party authorizing the execution, delivery and performance of this Amendment No. 3 (and the Loan Documents or other documents executed in connection therewith or herewith in each case as amended on the Amendment No. 3 Funding Date), (ii) the accuracy and completeness of copies of the certificate or articles of incorporation, association or organization (or memorandum of association or other equivalent thereof) of each Loan Party party hereto certified by the relevant authority of the jurisdiction of organization of such Loan Party (to the extent relevant and available in the jurisdiction of organization of such Loan Party) and copies of the by-laws or operating, management, partnership or similar agreement (to the extent applicable) of each Loan Party party hereto and that such documents or agreements have not been amended (except as otherwise attached to such certificate and certified therein as being the only amendments thereto as of such date) (or, in the case of the U.S. Borrowers and each Domestic Subsidiary, if applicable, a certification that there has been no change to the organizational documents of such entity previously delivered to the Administrative Agent on October 31, 2013, August 6, 2014 or November 3, 2014, as applicable, and that such organizational documents remain in full force and effect as of the Amendment No. 3 Funding Date), (iii) incumbency and specimen signatures of each officer executing any Loan Document on behalf of each such Borrower and each such Loan Party and (iv) the good standing (or subsistence or existence) of each such Borrower and each such Loan Party from the Secretary of State (or similar state, province or foreign official) of the state, province or other jurisdiction of such Loan Party's organization (to the extent relevant and available in the jurisdiction of organization of such Loan Party).

(c) The Borrowers shall have paid (i) to the Administrative Agent all reasonable out-of-pocket costs and expenses of the Administrative Agent required in connection with this Amendment No. 3 pursuant to Section 11.04 of the Credit Agreement and (ii) to the Collateral Agent and the Administrative Agent all reasonable and documented out-of-pocket costs, expenses and fees (including any payment of fees separately agreed to by PSP and the Administrative Agent) that are due on or before to the Amendment No. 3 Funding Date, including expenses associated with the arrangement, negotiation and preparation of this Amendment No. 3, and the reasonable and documented fees, disbursements and other charges of one firm of counsel, Latham & Watkins LLP, plus one local counsel in each appropriate jurisdiction.

(d) The Arysta LifeScience Acquisition shall have been consummated no later than August 3, 2015 (date of such consummation referred to as the " ***Acquisition Effective Date*** ").

(e) Substantially simultaneously with the funding of the Tranche B-2 Term Loans and New Euro Term Loans, the Arysta LifeScience Acquisition shall have been consummated substantially in accordance with the terms of the Arysta Acquisition Agreement; provided , that no amendment, modification or waiver of any term thereof or any condition to PSP's obligation to consummate the Arysta LifeScience Acquisition thereunder (other than any such amendment, modification or waiver that is not materially adverse to any interest of Barclays, UBS Securities LLC (" ***UBSS*** "), Credit Suisse Securities (USA) LLC (" ***CS Securities*** ") and Nomura Securities International, Inc. (together with its affiliates, " ***Nomura*** " and together with Barclays, UBSS and CS Securities, each a " ***Lead Arranger*** " and, collectively, the " ***Lead Arrangers*** ") shall be made or granted, as the case may be, without the prior written consent of the Lead Arrangers (such consent not to be unreasonably withheld).

(f) The Administrative Agent shall have received the executed legal opinions of (i) Kane Kessler, P.C., counsel to Holdings, PSP, the Borrowers organized in the United States and, to the limited extent New York law is applicable, the other Loan Parties party hereto, as customary for transactions of this type, and (ii) each local counsel to the Borrowers and the other Loan Parties party hereto in the jurisdictions listed on Schedule 1 hereto, as customary for transactions of this type.

(g) The Administrative Agent shall have received a certificate from a financial officer of the applicable Borrowers substantially in the form attached hereto as Annex A , to the effect that, immediately before and after giving effect to the Arysta LifeScience Acquisition and the other transactions set forth in this Amendment No. 3, the Borrowers and their respective Subsidiaries, taken as a whole, are Solvent (as defined in the Credit Agreement).

(h) The Administrative Agent shall have received a completed standard "life of loan" flood hazard determination form for each Domestic Mortgaged Property, and if the property is located in an area designated by the U.S. Federal Emergency Management Agency (or any successor agency) as having special flood or mud slide hazards, (A) a notification to the Borrowers (" ***Borrowers' Notice*** ") and (if applicable) notification to the Borrowers that flood insurance coverage under the National Flood Insurance Program (" ***NFIP*** ") created by the U.S. Congress pursuant to the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973, the National Flood Insurance Reform Act of 1994 and the Flood Insurance Reform Act of 2004 (collectively, the " ***Flood Laws*** ") is not available because the applicable community does not participate in the NFIP, (B) documentation evidencing the Borrowers' receipt of the Borrowers' Notice (e.g., countersigned Borrowers' Notice, return receipt of certified U.S. Mail, or overnight delivery), and (C) if Borrowers' Notice is required to be given and flood insurance

is available in the community in which the property is located, a copy of one of the following: the flood insurance policy, the Borrowers' application for a flood insurance policy plus proof of premium payment, a declaration page confirming that flood insurance has been issued, or such other evidence of flood insurance reasonably satisfactory to the Collateral Agent and in compliance with the Flood Laws.

(i) The Administrative Agent shall have received copies of recent Lien and judgment searches in each jurisdiction reasonably requested by the Administrative Agent with respect to the Loan Parties party hereto and each Restricted Subsidiary listed on Schedule 2 hereto.

(j) Each (i) Tranche B-2 Term Loan Lender shall have received, if requested at least two Business Days in advance of the Amendment No. 3 Funding Date, a Term Loan Note, payable to the order of such Tranche B-2 Term Loan Lender, duly executed by each US Borrower, (ii) New Euro Term Loan Lender shall have received, if requested at least two Business Days in advance of the Amendment No. 3 Funding Date, a Term Loan Note, payable to the order of such New Euro Term Loan Lender, duly executed by each Euro Tranche Borrower and (iii) New Dollar Revolving Credit Lender and New Multicurrency Revolving Credit Lender (as applicable) shall have received, if requested at least two Business Days in advance of the Amendment No. 3 Funding Date, a Revolving Credit Note, payable to the order of such New Dollar Revolving Credit Lender and/or New Multicurrency Revolving Credit Lender, duly executed by each US Borrower.

(k) The Tranche B-2 Term Loan Lenders, the New Euro Term Loan Lenders, the New Dollar Revolving Credit Lenders and the New Multicurrency Revolving Credit Lenders shall have received at least 5 Business Days prior to the Amendment No. 3 Funding Date all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including without limitation the United States PATRIOT Act relating to the Borrowers and each Loan Party party hereto, to the extent requested by such Lender at least 10 Business Days prior to the Amendment No. 3 Funding Date.

(l) The Borrowers shall give the Administrative Agent notice prior to (A) (i) 12:00 noon, New York City time, one Business Day prior to the anticipated Amendment No. 3 Funding Date in the case of Base Rate Loans and (ii) 12:00 P.M., New York City time, two Business Days prior to the anticipated Amendment No. 3 Funding Date in the case of Eurocurrency Rate Loans requesting that each Tranche B-2 Term Loan Lender make the Tranche B-2 Term Loans on the requested funding date and specifying the amount to be borrowed and (B) 9:00 A.M., New York City time, three Business Days prior to the anticipated Amendment No. 3 Funding Date requesting that each New Euro Term Loan Lender make the New Euro Term Loans on the requested funding date and specifying the amount to be borrowed.

(m) The Lead Arrangers shall have received all fees due and payable by PSP and/or MacDermid to the Lead Arrangers on the Amendment No. 3 Funding Date as separately agreed to by such parties and PSP and/or MacDermid shall have paid any other fees separately agreed that are due and payable on the Amendment No. 3 Funding Date.

(n) The Borrowers shall have paid to the Administrative Agent all accrued and unpaid interest and fees on the Euro Tranche Term Loans and Letters of Credit outstanding under the Credit Agreement up to, but excluding, the Amendment No. 3 Funding Date.

(o) The Administrative Agent shall have received a customary certificate from a Responsible Officer of the applicable Borrower certifying, to the effect that, (i) immediately before and after giving effect to the Arysta LifeScience Acquisition and the other transactions set forth in this Amendment No. 3 (including the incurrence of Loans under the Tranche B-2 Term Loan Facility, the New Euro Term Loan Facility, the New Dollar Revolving Credit Facility and the New Multicurrency Revolving Credit Facility) (collectively, the " ***Transactions*** "), no Default or Event of Default under Section 9.01(a) , (f) or (g) shall have occurred and be continuing, (ii) the Specified Representations (as defined below) and Acquisition Agreement Representations (as defined below) are true and correct in all material respects on and as of the Amendment No. 3 Funding Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date, provided that any representation and warranty that is qualified as to "materiality", "material adverse effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates, and (iii) after giving effect to the Transactions, PSP and its Subsidiaries (including the Arysta Acquired Business) shall have outstanding no indebtedness other than (a) the loans and other extensions of credit under the Credit Agreement, the Tranche B-2 Term Loan Facility, the New Euro Term Loan Facility, the New Dollar Revolving Credit Facility and the New Multicurrency Revolving Credit Facility and (b) any other permitted surviving debt, indebtedness permitted to be incurred or surviving pursuant to the Arysta Acquisition Agreement and other indebtedness permitted by Section 8.02 of the Credit Agreement.

(p) The Administrative Agent shall have received customary payoff letters evidencing that all Indebtedness under and pursuant to (i) that certain First Lien Credit and Guaranty Agreement, dated as of May 30, 2013, among Arysta LifeScience Corporation, Arysta LifeScience SPC, LLC, Arysta LifeScience Canada, Inc., Industrial Equity Investments Limited, Arysta LifeScience U.K. Holdings Limited, Arysta LifeScience U.K. Limited, the other guarantors from time to time party thereto, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent and (ii) that certain Second Lien Credit and Guaranty Agreement, dated as of May 30, 2013, among Arysta LifeScience Corporation, Arysta LifeScience SPC, LLC, Industrial Equity Investments Limited, Arysta LifeScience U.K. Holdings Limited, Arysta LifeScience U.K. Limited, the other guarantors from time to time party thereto, the lenders from time to time party thereto and Citibank, N.A., as administrative agent, has been (or, on the Amendment No. 3 Funding Date, will be) paid in full and all commitments to extend credit thereunder have been (or, on the Amendment No. 3 Funding Date, will be) terminated.

(q) Since October 20, 2014, there shall not have occurred a Material Adverse Effect (as defined in the Arysta Acquisition Agreement as in effect on October 20, 2014).

For purposes hereof, " ***Specified Representations*** " means the representations and warranties set forth in the Credit Agreement at Section 6.01 (a)-(c) , Section 6.02(a) , Section 6.04 , Section 6.07 (solely with respect to a Default or an Event of Default under Section 9.01(a) , (f) or (g)), Section 6.14 , Section 6.18 (which shall be satisfied upon delivery of a solvency certificate in the form set forth in Annex A attached hereto), Section 6.20 (it being understood that to the extent any Collateral that may not be perfected by (A) the filing of a UCC financing statement, or (B) taking delivery and possession of a stock certificate of each Borrower and each wholly-owned domestic restricted subsidiary thereof, if the perfection of Administrative Agent's security interest in such Collateral may not be accomplished prior to the Acquisition Effective Date after PSP's use of commercially reasonable efforts to do so and without undue burden and expense, then the perfection of the security interest in such Collateral shall not constitute a condition precedent to the availability of the New Loans on the Acquisition Effective Date but, instead,

may be accomplished within 90 days after the Acquisition Effective Date or such later date that is reasonably acceptable to the Administrative Agent), Section 6.23 and Section 6.24 .

For purposes hereof, " ***Acquisition Agreement Representations*** " means representations made with respect to Arysta and its subsidiaries in the Arysta Acquisition Agreement that are material to the interests of the Lead Arrangers, but only to the extent that the Borrowers have (or their affiliates have) the right (determined without regard to any notice requirement) to terminate their (or their affiliates') obligations to consummate the Arysta LifeScience Acquisition (or to decline to consummate the Arysta LifeScience Acquisition) under the Arysta Acquisition Agreement as a result of a breach of such representations.

It is understood and agreed that, in the event that the conditions set forth above shall not be satisfied by the Acquisition Effective Date, the agreements and amendments set forth herein (including Section 2 hereof) shall not become effective.

SECTION 6. Conditions to the Amendment No. 3 Effective Date. The amendments set forth in Section 3 hereof shall each become effective on the date (the " ***Amendment No. 3 Effective Date*** ") on which each of the following conditions is satisfied or waived:

(a) The Amendment No. 3 Funding Date shall have occurred and the Tranche B-2 Term Loans and New Euro Term Loans shall have been funded.

(b) The Administrative Agent shall have received from (i) the Lenders constituting the Required Lenders on the Amendment No. 3 Effective Date (after giving effect to the Amendment No. 3 Funding Date) and (ii) the Lenders constituting the Majority Facility Lenders in respect of the Revolving Credit Facility on the Amendment No. 3 Effective Date (after giving effect to the Amendment No. 3 Funding Date), a counterpart of this Amendment No. 3 signed on behalf of such party.

Each party hereto agrees that their respective signatures to this Amendment No. 3, once delivered, are irrevocable and may not be withdrawn. Each Lender, by delivering its signature page to this Amendment No. 3, shall be deemed to have consented to, approved and accepted each of the amendments to the Credit Agreement set forth in Section 2 or Section 3 hereof.

It is understood and agreed that, in the event that the conditions set forth in this Section 6 shall not be satisfied on or by the Acquisition Effective Date, the agreements and amendments set forth in Section 3 hereof shall not become effective.

SECTION 7. Post-Closing Covenants. (a) Within 90 days after the Amendment No. 3 Funding Date (or such longer period as may be agreed to by the Administrative Agent in its sole discretion), each existing Loan Party and each party which is contemplated to become a Loan Party under the Credit Agreement in connection with the Arysta LifeScience Acquisition, in each case, that is not a party hereto on the Amendment No. 3 Funding Date shall have joined this Amendment No. 3 and complied with all applicable requirements set forth under Section 7.12 of the Credit Agreement.

(b) Within 90 days after the Amendment No. 3 Funding Date (or such longer period as may be agreed to by the Administrative Agent in its sole discretion), the Administrative Agent shall have received (I) amendments to the existing Mortgages reflecting the amendment of the Obligations contemplated hereby (the " Mortgage Amendments "), each in form and substance reasonably satisfactory to the Administrative Agent, with respect to the applicable Domestic Mortgaged Property, each duly executed and delivered by an authorized officer of each party thereto and in form suitable for filing and recording in all filing or recording offices that the Administrative Agent may deem necessary or desirable

and (II) title searches with respect to each Domestic Mortgaged Property and, in connection with each Mortgage Amendment delivered pursuant to clause (I) above and to the extent available at commercially reasonable rates in the jurisdiction in which the applicable Domestic Mortgaged Property is located, date-down, modification, so-called "non-impairment" or other endorsements reasonably satisfactory to the Administrative Agent with respect to the applicable Title Policy insuring such Mortgage, each in form and substance reasonably satisfactory to Administrative Agent.

(c) Within 90 days after the Amendment No. 3 Funding Date (or such longer period as may be agreed to by the Administrative Agent in its sole discretion), the Loan Parties shall have complied with all applicable requirements set forth under Section 7.12 of the Credit Agreement with respect to Niche Offshore Solutions Ltd. and Niche Products Ltd.

SECTION 8. Counterparts . This Amendment No. 3 and each other Loan Document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or e-mail of an executed counterpart of a signature page to this Amendment No. 3 and each other Loan Document shall be effective as delivery of an original executed counterpart of this Amendment No. 3 and such other Loan Document. The Administrative Agent may also require that any such documents and signatures delivered by telecopier be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier.

SECTION 9. Applicable Law . **THIS AMENDMENT NO. 3 AND ANY OTHER LOAN DOCUMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AMENDMENT NO. 3 OR ANY OTHER LOAN DOCUMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS)** .

SECTION 10. Headings . Article and Section headings used herein are for convenience of reference only, are not part of this Amendment No. 3 and are not to affect the construction of, or to be taken into consideration in interpreting, this Amendment No. 3.

SECTION 11. Effect of Amendment .

(a) Except as expressly set forth herein, this Amendment No. 3 shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders, the L/C Issuer, or the Agents under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. The parties hereto expressly acknowledge that it is not their intention that this Amendment No. 3 or any of the other Loan Documents executed or delivered pursuant hereto constitute a novation of any of the obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, but a modification thereof pursuant to the terms contained herein. As of the Amendment No. 3 Funding Date, each reference in the Credit Agreement to " *this Agreement* ," " *hereunder* ," " *hereof* ," " *herein* ," or words of like import, and each reference in the other Loan Documents to

the Credit Agreement (including, without limitation, by means of words like " *thereunder* ", " *thereof* " and words of like import), shall mean and be a reference to the Credit Agreement as amended hereby, and this Amendment No. 3 and the Credit Agreement shall be read together and construed as a single instrument. Each of the table of contents and lists of Exhibits and Schedules of the Credit Agreement shall be amended to reflect the changes made in this Amendment No. 3 as of the Amendment No. 3 Funding Date or Amendment No. 3 Effective Date, as applicable. This Amendment No. 3 shall constitute a Loan Document (as defined in the Credit Agreement, both before and after giving effect to the amendment thereof hereby).

(b) On the Amendment No. 3 Funding Date, (i) each Tranche B-2 Term Loan Lender, if not already a Lender immediately prior to the Amendment No. 3 Funding Date, shall, as applicable, (A) become a "Lender" and a "Term Loan Lender", in each case, for all purposes of the Credit Agreement and the other Loan Documents and (B) have the "Tranche B-2 Term Loan Commitment" set forth on such Tranche B-2 Term Loan Lender's signature page hereto be a "Tranche B-2 Term Loan Commitment" under the Credit Agreement and such Tranche B-2 Term Loan Lender's Tranche B-2 Term Loans be "Tranche B-2 Term Loans" under the Credit Agreement, (ii) each New Euro Term Loan Lender, if not already a Lender immediately prior to the Amendment No. 3 Funding Date, shall, as applicable, (A) become a "Lender" and a "Euro Tranche Term Loan Lender", in each case, for all purposes of the Credit Agreement and the other Loan Documents and (B) have the "Euro Tranche Term Loan Commitment" set forth on such New Euro Term Loan Lender's signature page hereto be a "Euro Tranche Term Loan Commitment" under the Credit Agreement and such New Euro Term Loan Lender's New Euro Term Loans be "Euro Tranche Term Loans" under the Credit Agreement, (iii) each New Dollar Revolving Credit Facility Lender, if not already a Lender immediately prior to the Amendment No. 3 Funding Date, shall, as applicable, (A) become a "Lender" and a "Dollar Revolving Lender", in each case, for all purposes of the Credit Agreement and the other Loan Documents and (B) have the "New Dollar Revolving Credit Commitment" set forth on such New Dollar Revolving Credit Facility Lender's signature page hereto be a "Dollar Revolving Credit Commitment" under the Credit Agreement and such New Dollar Revolving Credit Facility Lender's New Dollar Revolving Credit Loans be "Dollar Revolving Credit Loans" under the Credit Agreement and (iv) each New Multicurrency Revolving Credit Facility Lender, if not already a Lender immediately prior to the Amendment No. 3 Funding Date, shall, as applicable, (A) become a "Lender" and a "Multicurrency Revolving Lender", in each case, for all purposes of the Credit Agreement and the other Loan Documents and (B) have the "Multicurrency Revolving Credit Commitment" set forth on such New Multicurrency Revolving Credit Facility Lender's signature page hereto be a "Multicurrency Revolving Credit Commitment" under the Credit Agreement and such New Multicurrency Revolving Credit Facility Lender's New Multicurrency Revolving Credit Loans be "Multicurrency Revolving Credit Loans" under the Credit Agreement.

(c) Except as provided herein, (i) the Tranche B-2 Term Loans and New Euro Term Loans shall be treated as Term Loans, (ii) the New Dollar Revolving Credit Commitments and New Dollar Revolving Credit Loans shall be treated as Revolving Credit Commitments and Revolving Credit Loans, respectively, and (iii) the New Multicurrency Revolving Credit Commitments and New Multicurrency Revolving Credit Loans shall be treated as Revolving Credit Commitments and Revolving Credit Loans, respectively, for all purposes under the Credit Agreement, including without limitation with respect to maturity, prepayments, repayments, interest rate and other economic terms.

SECTION 12. Affirmation . Each Loan Party which is a party hereto (i) reaffirms its obligations under the Loan Documents to which it is a party, (ii) acknowledges and agrees that all of its

obligations under the Pledge and Security Agreement and the other Collateral Documents to which it is party are reaffirmed and remain in full force and effect on a continuous basis, (iii) reaffirms each Lien granted by it to the Collateral Agent for the benefit of the Secured Parties and its guarantees made pursuant to the Guaranty (both before and after the Amendment No. 3 Funding Date and the Amendment No. 3 Effective Date) and (iv) confirms that its guarantee under the Guaranty and its obligations under any other Collateral Document (both before and after the Amendment No. 3 Funding Date and the Amendment No. 3 Effective Date), as applicable, shall apply to the Borrowers' obligations under the Credit Agreement (including as amended hereby).

SECTION 13. Submission to Jurisdiction; WAIVERS OF JURY TRIAL . Section 11.16(b) and (c) of the Credit Agreement is hereby incorporated by reference herein. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING OR DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT NO. 3 OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 14. FATCA .

(a) For purposes of determining withholding Taxes imposed under FATCA, the Borrowers and the Administrative Agent shall treat (and the Tranche B-2 Term Loan Lenders and the Revolving Credit Lenders party hereto hereby authorize the Administrative Agent to treat) the Tranche B-2 Term Loans and the Revolving Credit Loans as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

(b) The Borrowers and the Administrative Agent request each Lender to provide the U.S. federal income tax documentation as required under Section 11.14 of the Credit Agreement (including documentation required under Section 11.14(c) of the Credit Agreement to allow the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment).

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be duly executed as of the date first above written.

MACDERMID HOLDINGS, LLC

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Chief Financial Officer

MACDERMID, INCORPORATED

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Chief Financial Officer
and Senior Vice President

PLATFORM SPECIALTY PRODUCTS CORPORATION

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Chief Financial Officer
and Senior Vice President

PLATFORM DELAWARE HOLDINGS, INC.

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Chief Financial Officer
and Secretary

AUTOTYPE HOLDINGS (USA) INC.
BAYPORT CHEMICAL SERVICE, INC.
CANNING GUMM, LLC
ECHO INTERNATIONAL, INC.
DUTCH AGRICULTURAL INVESTMENT PARTNERS LLC
MACDERMID ANION, INC.
MACDERMID ACUMEN, INC.
MACDERMID AGRICULTURAL SOLUTIONS, INC.
MACDERMID AUTOTYPE INCORPORATED
MACDERMID BRAZIL, INC.
MACDERMID GROUP, INC.
MACDERMID HOUSTON, INC.
MACDERMID INTERNATIONAL INVESTMENTS, LLC
MACDERMID INVESTMENT CORP.
MACDERMID MAS LLC
MACDERMID OFFSHORE SOLUTIONS, LLC
MACDERMID OVERSEAS ASIA LIMITED
MACDERMID PRINTING SOLUTIONS ACUMEN, INC.
MACDERMID PRINTING SOLUTIONS, LLC
MACDERMID PUBLICATION & COATING PLATES, LLC
MACDERMID SOUTH AMERICA, INCORPORATED
MACDERMID SOUTH ATLANTIC, INCORPORATED
MACDERMID TEXAS, INC.
MACDERMID US HOLDINGS, LLC
MRD ACQUISITION CORP.
NAPP PRINTING PLATE DISTRIBUTION, INC.
NAPP SYSTEMS INC.
SPECIALTY POLYMERS, INC.
W. CANNING INC.
W. CANNING USA, LLC

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: President

[Signature Page to Amendment No. 3]

DYNACIRCUITS, LLC

By: MacDermid, Incorporated, its member

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Chief Financial Officer
and Senior Vice President

By: Echo International, Inc., its member

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: President

MACDERMID INTERNATIONAL PARTNERS

By: MacDermid, Incorporated, its partner

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Chief Financial Officer
and Senior Vice President

By: MacDermid Overseas Asia Limited, its partner

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: President

W. CANNING LTD.

By: MacDermid Houston, Inc., its General Partner

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: President

By: MacDermid Texas, Inc., its Limited Partner

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: President

MACDERMID AGRICULTURAL SOLUTIONS HOLDINGS B.V.

/s/ John L. Cordani
Name: John L. Cordani
Title: Authorized Signatory

NETHERLANDS AGRICULTURAL INVESTMENT PARTNERS LLC

/s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: President

[Signature Page to Amendment No. 3]

MACDERMID EUROPEAN CAPITAL INVESTMENTS I, LLC

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: President

MACDERMID EUROPEAN CAPITAL INVESTMENTS II, LLC

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: President

[Signature Page to Amendment No. 3]

MACDERMID HONG KONG LIMITED

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Authorized Signatory

MACDERMID SINGAPORE PTE. LTD.

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Director

MACDERMID AUTOTYPE PTE. LTD.

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Authorized Signatory

BARCLAYS BANK PLC,
as Agent and L/C Issuer

By: /s/ Ann E. Sutton
Name: Ann E. Sutton
Title: Director

Exhibit 10.2

TO: THE UNDERSIGNED HOLDERS OF PREFERRED STOCK OF PLATFORM SPECIALTY PRODUCTS CORPORATION

Re: Registration Rights Agreement

Each Holder of Series B Preferred Stock, par value $0.01 per share (the " **Preferred Stock** "), of Platform Specialty Products Corporation, a Delaware corporation (" **Platform** "), and Platform have agreed to the following terms, conditions and provisions of this Registration Rights Agreement (this " **Agreement** "). " **Holder** " shall refer to each undersigned holder of Preferred Stock or the shares of Platform's common stock, par value $0.01 per share (" **Common Stock** "), issuable upon conversion of the Preferred Stock (the " **Conversion Shares** " and, together with the Preferred Stock, the " **Securities** "), and any transferee of such Holder that is an affiliate of the Holder at the time of the transfer; provided that such transferee executes a customary joinder to this Agreement. " **Holders** " shall refer collectively to the Holders. Capitalized terms used herein and not defined shall have the meanings set forth on Exhibit A hereto.

1. Rule 144; Registration .

1.1 Platform shall, at Platform's expense, for so long as any Holder holds any Registrable Shares, cooperate with the Holders, as may be reasonably requested by any Holder from time to time, to facilitate any proposed sale of Securities or Additional Shares by the requesting Holder(s) in accordance with the provisions of Rule 144 , including, without limitation, by complying with the current public information requirements of Rule 144 and providing opinions of counsel, as may be reasonably necessary in order for such Holder to avail itself of such rule to allow such Holder to sell such Securities or Additional Shares without registration.

1.2 (a) In accordance with the procedures set forth in Section 2, Platform agrees to file with the Commission as soon as reasonably practicable following the issuance of the Preferred Stock, a resale registration statement on Form S-1, Form S-3 or such other form under the Securities Act then available to Platform providing for the resale pursuant to Rule 415 from time to time by the Holders of any and all Registrable Shares issued or issuable (including the Prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, all exhibits thereto and all material incorporated by reference or deemed to be incorporated by reference, if any, in such registration statement, the " **Mandatory Registration Statement** "). Platform agrees to use its commercially reasonable efforts to cause the Commission to declare any Mandatory Registration Statement effective by not later than the date that is six (6) months following the date of this Agreement. Platform shall use its commercially reasonable efforts to cause any Mandatory Registration Statement to remain continuously effective until the earlier of (A) the sale pursuant to such Mandatory Registration Statement of all of the Registrable Shares covered by such Mandatory Registration Statement, (B) the sale, transfer or other disposition pursuant to Rule 144 of all of the Registrable Shares covered by such Mandatory Registration Statement, (C) such time as the Registrable Shares covered by such Mandatory Registration Statement that are not held by Affiliates of Platform constitute two percent (2%) or less of the outstanding shares of Common Stock or (D) such time as all of the Registrable Shares covered by such Mandatory Registration Statement have been sold to Platform or any of its subsidiaries. Any Mandatory Registration Statement shall provide for the resale from time to time, and pursuant to any method or combination of methods legally available to, and requested by, the Holder(s) of the Registrable Shares.

(b) At any time after Platform becomes eligible to use a shelf registration statement on Form S-3, Platform shall, in accordance with the procedures set forth in Section 2, have the option to file a registration statement on Form S-3 (whether such registration statement is filed by Platform on its own account or on account of one or more third persons), or a post-effective amendment on Form S-3 to the Mandatory Registration Statement (including the Prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, all exhibits thereto and all material incorporated by reference or deemed to be incorporated by reference, if any, in such registration statement, a " **Subsequent Registration Statement** ") covering any Registrable Shares registered under any Mandatory Registration Statement and any Additional Shares issued or distributed to Holders after the effectiveness of the Mandatory Registration Statement, or otherwise not included in such prior Mandatory Registration Statement, on behalf of the Holders thereof in the same manner, and subject to the same provisions in this Agreement as the Mandatory Registration Statement.

(c) Platform shall pay all Registration Expenses in connection with the registration of the Registrable Shares pursuant to this Agreement. Each Holder participating in a registration pursuant to this Section 2 shall bear such Holder's proportionate share (based on the total number of Registrable Shares sold in such registration) of all Selling Expenses and any other expense relating to a registration of Registrable Shares pursuant to this Agreement and any other Selling Expenses relating to the sale or disposition of such Holder's Registrable Shares pursuant to any Registration Statement.

1.3 (a) Subject to the provisions of this Section 1.3 and a good faith determination by Platform that it is in the best interests of Platform to suspend the use of any Mandatory Registration Statement, following the effectiveness of such Mandatory Registration Statement (and the filings with any international, federal or state securities commissions), Platform, by written notice to the Holders, may direct the Holders to suspend sales of the Registrable Shares pursuant to such Mandatory Registration Statement for such times as Platform reasonably may determine is necessary and advisable (but in no event for more than 30 days in any 90-day period or 90 days in any 365-day period), if any of the following events shall occur: (i) an underwritten public offering of Common Stock by Platform if Platform is advised by the underwriters that the concurrent resale of the Registrable Shares by the Holders pursuant to the Mandatory Registration Statement would have a material adverse effect on Platform's offering, (ii) there is material non-public information regarding Platform which (A) Platform determines not to be in Platform's best interest to disclose, (B) would, in the good faith determination of Platform, require any revisions to the Registration Statement so that it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (C) Platform is not otherwise required to disclose, (iii) there is a significant bone fide business opportunity (including, but not limited to, the acquisition or disposition of assets (other than in the ordinary course of business), including _any significant merger, consolidation, tender offer or other similar transaction) available to Platform which Platform determines not to be in Platform's best interests to disclose, or (iv) Platform is required to file a post-effective amendment to a Registration Statement to incorporate Platform's quarterly or annual reports or audited financial statements on Forms 10-Q and 10-K; provided, however, that no suspension period permitted pursuant to this clause (iv) shall continue for more than five (5) consecutive Business Days.

(b) Upon the earlier to occur of (A) Platform delivering to the Holders an End of Suspension Notice (as defined below), or (B) the end of the maximum permissible suspension period, Platform shall use its commercially reasonable efforts to promptly amend or supplement the Mandatory Registration Statement on a post-effective basis, if necessary, or to take such action as is necessary to make resumed use of the Mandatory Registration Statement so as to permit the Holders to resume sales of the Registrable Shares as soon as possible.

(c) In the case of an event that causes Platform to suspend the use of a Registration Statement (a " **Suspension Event** "), Platform shall give written notice (a " **Suspension Notice** ") to the Holders to suspend sales of the Registrable Shares, and such notice shall state that such suspension shall continue only for so long as the Suspension Event or its effect is continuing and Platform is taking all reasonable steps to terminate suspension of the effectiveness of the Registration Statement as promptly as possible. The Holders shall not effect any sales of the Registrable Shares pursuant to such Registration Statement (or such filings) at any time after it has received a Suspension Notice from Platform and prior to receipt of an End of Suspension Notice. If so directed by Platform, each Holder will deliver to Platform (at the reasonable expense of Platform) all copies other than permanent file copies then in such Holder's possession of the Prospectus covering the Registrable Shares at the time of receipt of the Suspension Notice. The Holders may recommence effecting sales of the Registrable Shares pursuant to the Registration Statement (or such filings) following further notice to such effect (an " **End of Suspension Notice** ") from Platform, which End of Suspension Notice shall be given by Platform to the Holders in the manner described above promptly following the conclusion of any Suspension Event and its effect.

1.4 Platform shall indemnify and hold harmless each Holder, each person who controls any Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act), and the officers, directors, members, managers, stockholders, partners, limited partners, agents and employees of each of them (each an " **Indemnified Party** "), to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, " **Losses** "), as incurred, arising out of or relating to (a) any untrue or alleged untrue statement of a material fact contained in a Registration Statement or any prospectus or in any amendment or supplement thereto or

in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading or (b) any violation or alleged violation by Platform of the Securities Act, the Exchange Act or any state securities law, or any rule or regulation thereunder, in connection with the performance of its obligations under this Agreement; in each case, except to the extent, but only to the extent, that (i) such untrue statement or omission is based upon information regarding such Holder furnished in writing to Platform by or on behalf of such Holder expressly for use therein, or (ii) such information relates to such Holder or such Holder's proposed method of distribution of the Registrable Shares and was approved in writing by or on behalf of the Holder expressly for use in the Registration Statement, such prospectus or in any amendment or supplement thereto.

Each Holder shall, severally and not jointly, indemnify and hold harmless Platform, each director of Platform, each officer of Platform who shall sign a Registration Statement, each underwriter, broker or other Person acting on behalf of the holders of securities included in a Registration Statement, and each Person who controls any of the foregoing Persons (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) against any Losses, as incurred, arising out of or relating to any untrue or alleged untrue statement of a material fact contained in a Registration Statement or any prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, but only to the extent that (i) such untrue statement or omission is based upon information regarding such Holder furnished in writing to Platform by or on behalf of such Holder expressly for use therein, or (ii) such information relates to such Holder or such Holder's proposed method of distribution of the Registrable Shares and was approved in writing by or on behalf of the Holder expressly for use in the Registration Statement, such prospectus or in any amendment or supplement thereto.

If the indemnification provided in this Section 1.4 is unavailable to an Indemnified Party or insufficient to hold the Indemnified Party harmless for any Losses, then Platform shall contribute to the amount paid or payable by the Indemnified Party, in such proportion as is appropriate to reflect the relative fault of Platform and such Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of Platform and the Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, Platform or the Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The parties hereto agree that it would not be just and equitable if any contribution were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding sentence. Notwithstanding the provisions of this paragraph, no Indemnified Party shall be required to contribute pursuant to this paragraph, in the aggregate, any amount in excess of the amount by which the net proceeds actually received by such Indemnified Party from the sale of the Registrable Shares subject to the proceeding exceeds the amount of any damages that such Indemnified Party has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission.

The provisions of this Section 1.4 shall be in addition to any other rights to indemnification or contribution that an indemnified party may have pursuant to law, equity, contract or otherwise.

1.5 Platform shall have no further obligations pursuant to this Agreement at the earlier of (a) such time as all of the Registrable Shares covered by the Mandatory Registration Statement have been sold, (b) such time as all of the Registrable Shares covered by such Mandatory Registration Statement have been sold, transferred or otherwise disposed of pursuant to Rule 144, (c) such time as the Registrable Shares covered by such Registration Statement that are not held by Affiliates of Platform constitute two percent (2%) or less of the outstanding shares of Common Stock, and (d) such time as all of the Registrable Shares covered by such Mandatory Registration Statement have been sold to Platform or any of its subsidiaries; provided, in each case, however, that Platform's obligations under Sections 1.4 and 4 of this Agreement shall remain in full force and effect following such time.

2. Registration Procedures.

2.1 In connection with the obligations of Platform with respect to any registration pursuant to this Agreement, Platform shall:

(a) prepare and file with the Commission, as specified in this Agreement, each Registration Statement, which Registration Statements shall comply as to form in all material respects with the requirements of the applicable form and include all financial statements required by the Commission to be filed therewith, and use its commercially reasonable efforts to cause any Mandatory Registration Statement to become and remain effective as set forth in Section 1.2 hereof;

(b) subject to Section 1.3 hereof, (i) prepare and file with the Commission such amendments and post-effective amendments to each such Registration Statement as may be necessary to keep such Registration Statement effective for the period described in Section 1.2(a) hereof, (ii) cause each Prospectus contained therein to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 or any similar rule that may be adopted under the Securities Act, and (iii) comply in all material respects with the provisions of the Securities Act with respect to the disposition of all securities covered by each Registration Statement during the applicable period in accordance with the intended method or methods of distribution by the selling Holders thereof;

(c) furnish to the Holders, without charge, such number of copies of each Prospectus, including each preliminary Prospectus, and any amendment or supplement thereto and such other documents as such Holder may reasonably request, in order to facilitate the public sale or other disposition of the Registrable Shares; Platform hereby consents to the use of such Prospectus, including each preliminary Prospectus, by the Holders, if any, in connection with the offering and sale of the Registrable Shares covered by any such Prospectus;

(d) use its commercially reasonable efforts to register or qualify, or obtain exemption from registration or qualification for, all Registrable Shares by the time the applicable Registration Statement is declared effective by the Commission under all applicable state securities or "blue sky" laws of such domestic jurisdictions as any Holder covered by a Registration Statement shall reasonably request in writing, keep each such registration or qualification or exemption effective during the period such Registration Statement is required to be kept effective pursuant to Section 1.2(a) and do any and all other acts and things that may be reasonably necessary or advisable to enable such Holder to consummate the disposition in each such jurisdiction of such Registrable Shares owned by such Holder; provided, however, that Platform shall not be required to (i) qualify generally to do business in any jurisdiction or to register as a broker or dealer in such jurisdiction where it would not otherwise be required to qualify but for this Section 2.1(d), (ii) subject itself to taxation in any such jurisdiction, or (iii) submit to the general service of process in any such jurisdiction;

(e) notify each Holder with Registrable Shares covered by a Registration Statement promptly and, if requested by any such Holder, confirm such advice in writing (i) when such Registration Statement has become effective and when any post-effective amendments and supplements thereto become effective, (ii) of the issuance by the Commission or any state securities authority of any stop order suspending the effectiveness of such Registration Statement or the initiation of any proceedings for that purpose, (iii) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to such Registration Statement or related Prospectus or for additional information, and (iv) of the happening of any event during the period such Registration Statement is effective as a result of which such Registration Statement or the related Prospectus or any document incorporated by reference therein contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading (which information shall be accompanied by an instruction to suspend the use of the Registration Statement and the Prospectus until the requisite changes have been made);

(f) during the period of time referred to in Section 1.2(a) above, use its commercially reasonable efforts to avoid the issuance of, or if issued, to obtain the withdrawal of, any order enjoining or suspending the use or effectiveness of a Registration Statement or suspending the qualification (or

exemption from qualification) of any of the Registrable Shares for sale in any jurisdiction, as promptly as practicable;

(g) upon request, furnish to each requesting Holder with Registrable Shares covered by a Registration Statement, without charge, at least one conformed copy of such Registration Statement and any post-effective amendment or supplement thereto (without documents incorporated therein by reference or exhibits thereto, unless requested);

(h) except as provided in Section 1.3, upon the occurrence of any event contemplated by Section 2.1(e)(iv), use its commercially reasonable efforts to promptly prepare a supplement or post-effective amendment to a Registration Statement or the related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Shares, such Prospectus will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and, upon request, promptly furnish to each requesting Holder a reasonable number of copies of each such supplement or post-effective amendment;

(i) enter into customary agreements and take all other action in connection therewith in order to expedite or facilitate the distribution of the Registrable Shares included in such Registration Statement;

(j) use its commercially reasonable efforts (including, without limitation, seeking to cure in Platform's listing or inclusion application any deficiencies cited by the exchange or market) to list or include all Registrable Shares on any securities exchange on which such Registrable Shares are then listed or included;

(k) prepare and file in a timely manner all documents and reports required by the Exchange Act and, to the extent Platform's obligation to file such reports pursuant to Section 15(d) of the Exchange Act expires prior to the expiration of the effectiveness period of the Registration Statement as required by Section 1.2(a) hereof, Platform shall register the Registrable Shares under the Exchange Act and shall maintain such registration through the effectiveness period required by Section 1.2(a) hereof;

(l) (i) otherwise use its commercially reasonable efforts to comply in all material respects with all applicable rules and regulations of the Commission, (ii) make generally available to its stockholders, as soon as reasonably practicable, earnings statements (which need not be audited) covering at least 12 months that satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder, and (iii) delay filing any Registration Statement or Prospectus or amendment or supplement to such Registration Statement or Prospectus to which any Holder of Registrable Shares covered by any Registration Statement shall have reasonably objected on the grounds that such Registration Statement or Prospectus or amendment or supplement does not comply in all material respects with the requirements of the Securities Act, such Holder having been furnished with a copy thereof at least two Business Days prior to the filing thereof, provided that Platform may file such Registration Statement or Prospectus or amendment or supplement following such time as Platform shall have made a good faith effort to resolve any such issue with the objecting Holder and shall have advised the Holder in writing of its reasonable belief that such filing complies in all material respects with the requirements of the Securities Act;

(m) cause to be maintained a registrar and transfer agent for all Registrable Shares covered by any Registration Statement from and after a date not later than the effective date of such Registration Statement;

(n) in connection with any sale or transfer of the Registrable Shares (whether or not pursuant to a Registration Statement) that will result in the securities being delivered no longer constituting Registrable Shares, cooperate with the Holders to facilitate the timely preparation and delivery of certificates representing the Registrable Shares to be sold, which certificates shall not bear any transfer restrictive legends , and to enable such Registrable Shares to be in such denominations and registered in such names as the Holders may request at least three Business Days prior to any sale of the Registrable Shares;

(o) cause management of Platform to cooperate reasonably with each of the Holders (i) with respect to significant sales or placements of Registrable Shares, including by participating in roadshows, one-on-one meetings with institutional investors and responding to reasonable requests for information and (ii) any request for information or other diligence request by any such Holder or any underwriter;

(p) use its best efforts to obtain a "comfort" letter from the independent public accountants for Platform and any acquisition target of Platform whose financial statements are required to be included or incorporated by reference in any Registration Statement, in form and substance customarily given by independent certified public accountants in an underwritten public offering, addressed to the underwriters, if any, and to the Holders of the Registrable Shares being sold pursuant to each Registration Statement;

(q) execute and deliver all instruments and documents (including an underwriting agreement or placement agent agreement, as applicable in customary form) and take such other actions and obtain such certificates and opinions as sellers of the Registrable Shares being sold reasonably request in order to effect a public offering of such Registrable Shares and in such connection, whether or not an underwriting agreement is entered into and whether or not the offering is an underwritten offering, (A) make such representations and warranties to the holders of such Registrable Shares and the underwriters, if any, with respect to the business of Platform and its subsidiaries, and the Registration Statement and documents, if any, incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings, and, if true, confirm the same if and when requested, and (B) use its reasonable best efforts to furnish to the selling holders and underwriters of such Registrable Shares opinions and negative assurance letters of counsel to Platform and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the managing underwriters, if any, and counsels to the selling Holders of the Registrable Shares), covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such counsel and any such underwriters; and

(r) Upon reasonable request by a Holder, Platform shall file an amendment to any applicable Registration Statement (or Prospectus supplement, as applicable), to name additional Holders of Registrable Shares or otherwise update the information provided by any such Holder in connection with such Holder's disposition of Registrable Shares.

2.2 Platform may require the Holders to furnish in writing to Platform such information regarding the proposed distribution of Registrable Shares by such Holder as Platform may from time to time reasonably request in writing or as shall be required to effect the registration of the Registrable Shares, and no Holder shall be entitled to be named as a selling stockholder in any Registration Statement or use the Prospectus forming a part thereof if such Holder does not provide such information to Platform. Each Holder further agrees to furnish promptly to Platform in writing all information required from time to time to make the information previously furnished by such Holder not misleading. Each Holder agrees that, upon receipt of any notice from Platform of the happening of any event of the kind described in Section 2.1(e)(ii), 2.1(e)(iii) or 2.1(e)(iv) hereof, such Holder will immediately discontinue disposition of Registrable Shares pursuant to a Registration Statement until (i) any such stop order is vacated or (ii) if an event described in Section 2.1(e)(iii) or 2.1(e)(iv) occurs, such Holder's receipt of the copies of the supplemented or amended Prospectus. If so directed by Platform, such Holder will deliver to Platform (at the reasonable expense of Platform) all copies in its possession, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Shares current at the time of receipt of such notice.

2.3 In any underwritten offering by any Holder, no other seller shall be permitted to reduce the number of shares of Common Stock proposed to be sold by any such Holder.

3. Additional Payments Under Certain Circumstances .

3.1 Additional payments (" **Additional Payments** ") with respect to the Registrable Shares shall be assessed as follows if any of the following events occur (each such event in clauses (a) through (c) being herein called a " **Registration Default** "):

(a) the Mandatory Registration Statement has not been declared effective within the period set forth in Section 1.2 hereto;

(b) Platform fails, with respect to a Holder that requests to be included on a Registration Statement or provides updated information as described in Section 2.2, to cause an amendment to the already effective Mandatory Registration Statement to be filed, or if permitted by the Commission, to prepare a Prospectus supplement to the Mandatory Registration Statement and distribute such amendment or supplement to Holders in each case within ten Business Days of such request; or

(c) the Mandatory Registration Statement is declared effective by the Commission but (i) the Mandatory Registration Statement thereafter ceases to be effective during the period contemplated by Section 1.2 or (ii) as specified in Section 1.3 or Section 2.1(e)(iv), the Mandatory Registration Statement or the Prospectus ceases to be usable in connection with resales of Registrable Shares during the periods specified herein and Platform fails to (1) cure the Mandatory Registration Statement within five Business Days by a post-effective amendment or a report filed pursuant to the Exchange Act or (2) if applicable, terminate the suspension period described in Section 1.3 by the 30 th or 90 th day, as applicable.

Each of the foregoing will constitute a Registration Default whatever the reason for any such event and whether it is voluntary or involuntary or is beyond Platform's control or pursuant to operation of law or as a result of any action or inaction by the Commission.

3.2 Additional Payments shall accrue on the Registrable Shares for each such day from and including the date on which any such Registration Default occurs but excluding the date on which all such Registration Defaults have been cured, at a rate of 0.50% per month (on a 30/360 basis) of the price per share at which the Preferred Stock is convertible at such time. Additional Payments shall be paid in accordance with Section 3.3 below. In the case of a Registration Default in respect of Section 3.1(b), Platform's obligation to pay Additional Payments extends only to the affected Registrable Shares. Other than the obligation of payment of any Additional Payments in accordance with the terms hereof, Platform will have no other liabilities for monetary damages with respect to its registration obligations. With respect to each Holder, Platform's obligation to pay Additional Payments remains in effect only so long as such Holder owns Registrable Shares; *provided* however, any obligations of Platform of accrued but unpaid Additional Payments at the time such Holder ceases to own Registrable Shares shall survive until such time as all such obligations with respect to such Registrable Shares have been satisfied in full. Notwithstanding anything to the contrary contained herein, in no event shall the aggregate of all Additional Payments payable by Platform hereunder exceed $41,333,333.33.

3.3 Any amounts of Additional Payments will be payable in cash in arrears on the last day of the month in which such Additional Payments have accrued. The amount of Additional Payments will be determined on the basis of a 360-day year comprised of twelve 30-day months, and the actual number of days on which Additional Payments accrued during such period.

4. General Provisions .

4.1 Except as otherwise provided herein, all costs and expenses incurred by or on behalf of the parties hereto in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses when due.

4.2 All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when delivered personally to the recipient or when sent to the recipient by facsimile (receipt confirmed) or email, one (1) Business Day after the date when sent to the recipient by reputable overnight express courier services (charges prepaid) or three (3) Business Days after the date when mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid; provided, that, any notice received at the addressee's location on any Business Day after 5:30 p.m. (addressee's local time) shall be deemed to have been received by 9:00 a.m. (addressee's local time) on the next Business Day. Such notices, demands and other communications will be sent to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

To Platform:	Platform Specialty Products Corporation 245 Freight Street Waterbury, CT 06702 Attn: John L. Cordani Facsimile: (203) 575-7970 email: jcordani@macdermid.com
with a copy (which shall not constitute notice) to:	Greenberg Traurig, P.A. 401 E. Las Olas Blvd., Suite 2000 Fort Lauderdale, FL 33301 Attention: Donn Beloff, Esq. Facsimile No.: (954) 765-1477 email: beloffd@gtlaw.com
To Holder:	The address set forth beneath Holder's signature hereto

4.3 This Agreement may be executed in any number of separate counterparts (including by means of facsimile or portable document format (pdf)), each of which is an original but all of which taken together shall constitute one and the same instrument.

4.4 This Agreement sets forth the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof.

4.5 Each of the provisions of this Agreement is severable, if any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, it shall have no effect in that respect and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

4.6 THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED IN ANY WAY TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER OR RELATED IN ANY WAY TO THE FOREGOING, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAW OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

4.7 Except as expressly provided herein, neither this Agreement nor any of the rights, interests or obligations shall be assigned by any of the parties hereto without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. A person who is not a party to this Agreement shall have no right to enforce any of its terms and this Agreement is not intended to give any person other than the parties and their permitted assigns any rights hereunder, other than as set forth under Section 1.4.

4.8 EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE GENERAL JURISDICTION OF THE DELAWARE COURT OF THE CHANCERY AND ANY STATE APPELLATE COURT THEREOF WITHIN THE STATE OF DELAWARE (OR, ONLY IF THE DELAWARE COURT OF CHANCERY DECLINES TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, ANY STATE OR FEDERAL COURT SITTING IN THE STATE OF DELAWARE) FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY AND AGREES THAT ALL CLAIMS IN RESPECT OF THE SUIT, ACTION OR OTHER PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT. EACH PARTY AGREES TO COMMENCE ANY SUCH SUIT, ACTION OR OTHER PROCEEDING IN THE DELAWARE COURT OF THE CHANCERY (OR, ONLY IF THE DELAWARE COURT OF CHANCERY

DECLINES TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, ANY STATE OR FEDERAL COURT SITTING IN THE STATE OF DELAWARE). EACH PARTY WAIVES ANY DEFENSE OF IMPROPER VENUE OR INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING SO BROUGHT AND WAIVES ANY BOND, SURETY, OR OTHER SECURITY THAT MIGHT BE REQUIRED OF ANY OTHER PARTY WITH RESPECT THERETO. ANY PARTY MAY MAKE SERVICE ON ANY OTHER PARTY BY SENDING OR DELIVERING A COPY OF THE PROCESS TO THE PARTY TO BE SERVED AT THE ADDRESS AND IN THE MANNER PROVIDED FOR THE GIVING OF NOTICES IN SECTION 4.2. NOTHING IN THIS SECTION 4.8, HOWEVER, SHALL AFFECT THE RIGHT OF ANY PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AT EQUITY. EACH PARTY AGREES THAT A FINAL JUDGMENT IN ANY ACTION OR PROCEEDING SO BROUGHT SHALL BE CONCLUSIVE AND MAY BE ENFORCED BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW OR AT EQUITY.

4.9 The parties hereby acknowledge and agree that the failure of any party to perform its agreements and covenants hereunder will cause irreparable injury to the other parties, for which damages, even if available, will not be an adequate remedy. Accordingly, each party hereby consents to the granting of injunctive relief by any court of competent jurisdiction to prevent breaches of this Agreement, to enforce specifically the terms and provisions hereof and to compel performance of such party's obligations, this being in addition to any other remedy to which any party is entitled under this Agreement. The parties further agrees to waive any requirement for the securing or posting of any bond in connection with any such remedy, and that such remedy shall be in addition to any other remedy to which a party is entitled at law or in equity.

4.10 EACH OF THE PARTIES HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. EACH OF THE PARTIES (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (ii) ACKNOWLEDGES THAT SUCH OTHER PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS CONTAINED HEREIN.

4.11 No amendment to this Agreement shall be valid unless it is in writing and duly executed by the parties hereto.

4.12 No failure or delay by a party in exercising any right or remedy provided by law or under this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first below written

PLATFORM SPECIALTY PRODUCTS CORPORATION

By: /s/ Frank J. Monteiro
Name: Frank J. Monteiro
Title: Chief Financial Officer
Date: February 13, 2015

NALOZO, L.P.

By: NALOZO CAYMAN GP LTD., its general partner

By: /s/ John Coyle
Name: John Coyle
Title: Director
Date: February 13, 2013

Notice of Address:

[●]

Attn: [●]
Facsimile No: [●]
Email: [●]

[Signature Page to Registration Rights Agreement]

Defined Terms

" *Additional Shares* " means shares or other securities issued in respect of the Securities by reason of or in connection with any stock dividend, stock distribution, stock split or similar issuance.

" *Affiliate* " means, as to any specified Person, (i) any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified Person, (ii) any executive officer, director, trustee or general partner of the specified Person and (iii) any legal entity for which the specified Person acts as an executive officer, director, trustee or general partner. For purposes of this definition, "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly, or indirectly through one or more intermediaries, of the power to direct or cause the direction of the management and policies of such Person, whether by contract, through the ownership of voting securities, partnership interests or other equity interests or otherwise.

" *Business Day* " means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in New York, New York are authorized or obligated by applicable law, regulation or executive order to close.

" *Commission* " means the Securities and Exchange Commission, or any successor regulatory body.

" *Exchange Act* " means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated by the Commission pursuant thereto.

" *FINRA* " means the Financial Industry National Regulatory Agency.

" *Person* " means an individual, limited liability company, partnership, corporation, trust, unincorporated organization, government or agency or political subdivision thereof, or any other legal entity.

" *Registrable Shares* " means the Conversion Shares and any Additional Shares in respect thereof, in each case, upon original issuance thereof, and at all times subsequent thereto, including upon the transfer thereof by the original Holder or any subsequent Holder, until, in the case of any such Conversion Shares or Additional Shares, as applicable, the earliest to occur of:

(i) the date on which they have been sold pursuant to a Registration Statement or sold pursuant to Rule 144; or

(ii) the date on which they are sold to Platform or its subsidiaries.

" *Registration Expenses* " means any and all expenses incident to the performance of or compliance with this Agreement, including, without limitation: (i) all Commission, the New York Stock Exchange ("NYSE") or such other exchange as the Registrable Shares are listed from time to time and FINRA fees, (ii) all fees and expenses incurred in connection with compliance with international, federal or state securities or blue sky laws (including, without limitation, any registration, listing and filing fees and reasonable fees and disbursements of counsel in connection with blue sky qualification of any of the Registrable Shares and the preparation of a blue sky memorandum and compliance with the rules of FINRA and NYSE or other applicable exchange), (iii) all expenses of any Persons in preparing or assisting in preparing, word processing, duplicating, printing, delivering and distributing any Registration Statement, any Prospectus, any amendments or supplements thereto, securities sales agreements, certificates and any other documents relating to the performance under and compliance with this Agreement, (iv) all fees and expenses incurred in connection with the listing or inclusion of any of the Registrable Shares on NYSE or other applicable exchange pursuant to Section 2.1(j) of this Agreement, (v) the fees and disbursements of counsel for Platform and of the independent public accountants of Platform (including, without limitation, the expenses of any special audit, agreed upon procedures and "cold comfort" letters required by or

incident to such performance), and (vi) any fees and disbursements customarily paid in issues and sales of securities (including the fees and expenses of any experts retained by Platform in connection with any Registration Statement), provided, however, that Registration Expenses shall exclude brokers' or underwriters' discounts and commissions and transfer taxes, if any, relating to the sale or disposition of Registrable Shares by a Holder and the fees and disbursements of any counsel to the Holders other than as provided for in clause (ii) above.

" *Registration Statement* " means any Mandatory Registration Statement or Subsequent Registration Statement.

" *Rule 144* ", " *Rule 158* ", " *Rule 415* ", or " *Rule 424* ", respectively, means such specified rule promulgated by the Commission pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission as a replacement thereto having substantially the same effect as such rule.

" *Securities Act* " means the Securities Act of 1933, as amended, and the rules and regulations promulgated by the Commission thereunder.

" *Selling Expenses* " means, if any, all underwriting or broker fees, discounts and selling commissions or similar fees or arrangements, fees of counsel to the selling Holders (other than as specifically provided in the definition of Registration Expenses" above) and transfer taxes allocable to the sale of the Registrable Shares included in the applicable offering.

Platform Specialty Products Corporation Closes Acquisition of Arysta LifeScience Limited

- Acquisition expected to be immediately accretive to Platform's adjusted earnings, pre-synergies

- Highly complementary to Platform's existing agrochemicals vertical

- Creates one of the most comprehensive, global line-ups of both traditional and non-traditional crop solutions

- $750 million of new incremental credit facilities syndicated to fund a portion of the acquisition

- Arysta's CEO Wayne Hewett joins Platform's Office of the Chairman as President of Platform

MIAMI, Feb. 17, 2015 (GLOBE NEWSWIRE) -- Platform Specialty Products Corporation (NYSE:PAH) ("Platform"), a global, diversified specialty chemicals company, announced today that it has closed its previously-announced acquisition of Arysta LifeScience Limited ("Arysta") from the Permira funds for approximately $3.51 billion, consisting of $2.91 billion in cash, subject to working capital and other adjustments, and $600 million of Series B convertible preferred stock.

The closing of this acquisition marks Platform's third acquisition within the crop protection operating segment after the acquisitions of Agriphar on October 1, 2014 and Chemtura AgroSolutions ("CAS") on November 3, 2014. Through the Arysta, CAS and Agriphar businesses, Platform has an operating agrochemicals footprint in more than 100 countries and expects to benefit from a global supply chain that should allow operational efficiencies to become realized almost immediately. Platform expects to realize in excess of $65 million in synergies from the combination of these businesses over the next three years. Upon closing of the acquisition, Arysta's President and Chief Executive Officer, Wayne Hewett, became Platform's President, leading the agrochemical businesses and overseeing Platform's ongoing operations.

Martin E. Franklin, Platform's Founder and Chairman, commented, "The thesis behind focusing on the best-in-class 'Asset-Lite, High-Touch' businesses in the specialty chemical sector is progressing beyond expectations. We are assembling a world-class management organization and continue to see significant value creating opportunities ahead."

Daniel H. Leever, Platform's Chief Executive Officer, said, "Platform was founded with the goal of bringing together a portfolio of industry-leading, best-in-class specialty chemical companies. Our cadence in working toward this vision has been swift, and the successful completion of the Arysta acquisition—our largest to date—provides us with a more diverse offering, a significantly expanded geographic footprint, and greater earnings potential. Importantly, along with increased size and scale, we are also gaining a deeply skilled and experienced team. We expect that these enhancements to our leadership infrastructure will provide for successful integration and ongoing execution as we look to seize new and exciting opportunities in 2015 and beyond."

Wayne Hewett, Platform's new President, stated, "With the close of this acquisition, we are eager to capitalize on the unique growth opportunities that will emerge from having Arysta, CAS, and Agriphar under one umbrella. Our newly-created AgroSolutions segment, which is expected to uniformly operate under the Arysta LifeScience tradename, possesses a strong bias toward high-growth areas, both in terms of product lines and geographic presence, and with an industry-leading portfolio of active ingredients and registrations, we believe we are ideally positioned to continue developing solutions that will address the evolving demands of farmers around the world."

Simultaneously with the closing of the Arysta acquisition, Platform amended its credit agreement and borrowed an additional $500 million (less original issue discount of 1%) through an incremental term loan denominated in U.S. dollars, €83 million (less original issue discount of 2%) through an increase to its existing term loan facility denominated in euros, and $150 million through an increase to its existing revolving credit facilities, which borrowings were used to fund a portion of the cash consideration for the Arysta acquisition. Certain of Platform's newly acquired and existing domestic subsidiaries became guarantors and pledged collateral under the credit agreement in connection with this amendment.

The Arysta acquisition will not have any impact on Platform's status as a U.S.-domiciled company.

Credit Suisse, Barclays, UBS Investment Bank, and Nomura Securities International Inc. acted as M&A advisors with Greenberg Traurig, P.A. and Kane Kessler, P.C. acted as legal advisors to Platform. Barclays, Credit Suisse, UBS Investment Bank, and Nomura Securities International Inc. had committed financing for the acquisition. Morgan Stanley acted as lead financial advisor, J.P. Morgan acted as co-financial advisor, and Skadden, Arps, Slate, Meagher & Flom LLP acted as legal counsel for the Permira funds, which previously owned Arysta.

About Arysta LifeScience

Arysta LifeScience is a leading crop protection and life science company with 2013 revenues of US$1.5 billion. An entrepreneurial provider of crop protection and life science products in more than 125 countries worldwide, Arysta LifeScience specializes in marketing and distribution of respected crop protection brands and life science products that meet the needs of its global partners. More information on the company is available at www.arystalifescience.com.

About Platform

Platform is a global producer of high-technology specialty chemicals and provider of technical services. The business involves the manufacture of a broad range of specialty chemicals, created by blending raw materials, and the incorporation of these chemicals into multi-step technological processes. These specialty chemicals and processes are sold into multiple industries including agricultural, electronics, graphic arts, metal and plastic plating, and offshore oil production and drilling. More information on Platform is available at www.platformspecialtyproducts.com.

About Permira

Permira is an international private equity firm. Founded in 1985, the firm advises funds with a total committed capital of approximately €25 billion and has made over 200 private equity investments. Since 1997, approximately 20% of the Permira funds' investments have been in the industrials sector. The Permira funds have built up considerable expertise in investing in food chain and agricultural assets around the world, including Pharmaq, CABB, Netafim and Provimi.

Forward-Looking Statements

This press release contains forward-looking statements, including, but not limited to, statements regarding Platform's ability to successfully integrate and obtain the anticipated results and synergies from its consummated and future acquisitions, including, but not limited to, the recently completed Agriphar, CAS and Arysta acquisitions. Actual results could differ from those projected in any forward-looking statements due to numerous factors, including, among others, market and other general economic conditions and Platform's perception of future availability of equity or debt financing needed to fund its growing business. These forward-looking statements are made as of the date of this press release and are based on management's estimates and assumptions with respect to future events and financial performance. Platform assumes no obligation to update such forward-looking statements or to update the reasons why actual results could differ from those projected in such forward-looking statements. A discussion of factors that could cause results to vary is included in Platform's periodic and other reports filed with the Securities and Exchange Commission, including under the heading "Risk Factors" in Platform's annual report on Form 10-K for the fiscal year ended December 31, 2013 and quarterly reports on Form 10-Q for the fiscal quarters ended June 30, 2014 and September 30, 2014.

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