
**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): May 12, 2017

HEXION INC.

(Exact Name of Registrant as Specified in Its Charter)

New Jersey
(State or Other Jurisdiction of Incorporation)

1-71
Commission
File Number

13-0511250
(I.R.S. Employer
Identification No.)

180 East Broad Street, Columbus,
Ohio
(Address of Principal Executive Offices)

43215-3799
(Zip Code)

614-225-4000
(Registrant's Telephone Number, Including Area Code)

(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

- Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.***Second Supplemental Indenture and First-Priority Senior Secured Notes due 2022***

On May 12, 2017, Hexion Inc. (the “Issuer” or “Hexion”) entered into a second supplemental indenture (the “Supplemental Indenture”) among the Issuer, the guarantors party thereto and Wilmington Trust, National Association, as trustee (the “Trustee”), to an indenture, dated as of February 8, 2017, between Hexion 2 U.S. Finance Corp. and the Trustee (as supplemented by the First Supplemental Indenture, dated as of February 8, 2017, among the Issuer, the guarantors party thereto and the Trustee, the “Indenture”), pursuant to which the Issuer issued \$75,000,000 aggregate principal amount of First-Priority Senior Secured Notes due 2022 (the “Notes”), which mature on February 1, 2022. The Notes were offered as additional notes under the Indenture with substantially the same terms as all other outstanding notes under the Indenture (the “Existing Notes”). The Notes were offered in the United States only to qualified institutional buyers in reliance on Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), and outside the United States, only to non-U.S. investors pursuant to Regulation S under the Securities Act.

The terms of the Indenture and the Notes are more fully described in the Current Report on Form 8-K that the Issuer filed on February 10, 2017.

Additional Secured Party Consent

On May 12, 2017, the Issuer, the subsidiaries of Hexion party thereto, Wilmington Trust, National Association, as collateral agent (the “First Lien Collateral Agent”), Wilmington Trust, National Association, as authorized representative for the notes obligations, Wilmington Trust, National Association, as authorized representative for the initial other first priority obligations, and the Trustee, as authorized representative for the new secured parties, entered into an Additional Secured Party Consent (the “Additional Secured Party Consent”) to the Collateral Agreement, dated as of March 28, 2013 (the “First Lien Collateral Agreement”), among the Issuer, the Issuer’s subsidiaries party thereto and the Collateral Agent. Pursuant to the Additional Secured Party Consent, the Trustee, representing holders of the Notes, (x) has become a party to the First Lien Collateral Agreement and a party to the intercreditor agreement, dated as of April 15, 2015, among the First Lien Collateral Agent, Wilmington Trust, National Association, as authorized representative under the existing first lien agreement, Wilmington Trust, National Association, as the initial other authorized representative, and each additional authorized representative from time to time party thereto, Hexion LLC, the Issuer, and each subsidiary of the Issuer from time to time party thereto (as supplemented to the date hereof, the “First Lien Intercreditor Agreement”), in each case on behalf of such holders, and (y) has appointed and authorized the First Lien Collateral Agent to act as collateral agent on behalf of the authorized representative and the holders of the Notes and to exercise various powers under the First Lien Collateral Agreement.

Fifth Joinder and Supplement to the Second Lien Intercreditor Agreement

On May 12, 2017, the Trustee entered into a fifth joinder and supplement to the intercreditor agreement (the “Fifth Joinder to the Second Lien Intercreditor Agreement”), dated as of January 31, 2013, among JPMorgan Chase Bank, N.A., as intercreditor agent, JPMorgan Chase Bank, N.A., as senior-priority agent for the ABL secured parties, Wilmington Trust Company, as trustee and collateral agent for the existing 9.00% Second-Priority Senior Secured Notes due 2020 (the “Second Lien Notes”), Wilmington Trust, National Association, as senior-priority agent for the existing 6.625% First-Priority Senior Secured Notes due 2020, the existing 10.00% First-Priority Senior Secured Notes due 2020 and the Notes (the “Existing First Lien Notes”), Wilmington Trust, National Association, as senior-priority agent for the Notes, Wilmington Trust, National Association, as senior-priority agent for the existing 13.75% Senior Secured Notes due 2022 (the “Senior Secured Notes”), Hexion LLC, the Issuer, and each subsidiary of the Issuer from time to time party thereto (as supplemented to the date hereof, the “Second Lien Intercreditor Agreement”). Pursuant to the Fifth Joinder to the Second Lien Intercreditor Agreement, the Trustee became a party to and agreed to be bound by the terms of the Second Lien Intercreditor Agreement as another senior agent, as if it had originally been party to the Second Lien Intercreditor Agreement as a senior agent.

The Second Lien Intercreditor Agreement governs the relative priorities of the respective security interests in the Grantors' (as defined below) certain assets securing (i) the Notes, (ii) the Senior Secured Notes, (iii) the Existing First Lien Notes, (iv) the Second Lien Notes and (v) the borrowings under the ABL Facility and certain other matters relating to the administration of security interests.

Item 2.03 Creation of a Direct Financial Obligation.

The information set forth under Item 1.01 above is incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- Exhibit 4.1 Second Supplemental Indenture, dated as of May 12, 2017, by and among Hexion Inc., the guarantors party thereto and Wilmington Trust, National Association, as trustee, related to the 10.375% First-Priority Senior Secured Notes due 2022.
- Exhibit 10.1 Additional Secured Party Consent, dated as of May 12, 2017, among Wilmington Trust, National Association, as authorized representative for the new secured parties, Wilmington Trust, National Association, as collateral agent, Wilmington Trust, National Association, as authorized representative for the notes obligations, Wilmington Trust, National Association, as authorized representative for the initial other first priority obligations, Hexion Inc. and subsidiaries of Hexion Inc. party thereto.
- Exhibit 10.2 Fifth Joinder and Supplement to Intercreditor Agreement, dated as of May 12, 2017, by and among JPMorgan Chase Bank, N.A., as intercreditor agent, JPMorgan Chase Bank, N.A., as senior-priority agent for the ABL secured parties, Wilmington Trust, National Association, as trustee and senior-priority agent for the existing first lien notes, Wilmington Trust, National Association, as senior-priority agent for the new notes, Wilmington Trust, National Association, as senior-priority agent for the 1.5 lien notes, Wilmington Trust Company, as trustee and second-priority agent for the existing second lien notes, Hexion LLC, Hexion Inc. and subsidiaries of Hexion Inc. party thereto.

SIGNATURES

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

Date: May 12, 2017

HEXION INC.

By: /s/ George F. Knight

George F. Knight

Executive Vice President and Chief Financial Officer

EXHIBIT INDEX

| <u>Exhibit No.</u> | <u>Description</u> |
|------------------------|--|
| Exhibit 4.1 | Second Supplemental Indenture, dated as of May 12, 2017, by and among Hexion Inc., the guarantors party thereto and Wilmington Trust, National Association, as trustee, related to the 10.375% First-Priority Senior Secured Notes due 2022. |
| Exhibit 10.1 | Additional Secured Party Consent, dated as of May 12, 2017, among Wilmington Trust, National Association, as authorized representative for the new secured parties, Wilmington Trust, National Association, as collateral agent, Wilmington Trust, National Association, as authorized representative for the notes obligations, Wilmington Trust, National Association, as authorized representative for the initial other first priority obligations, Hexion Inc. and subsidiaries of Hexion Inc. party thereto. |
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SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of May 12, 2017, by and among Hexion Inc., a New Jersey corporation (the "Issuer"), the Subsidiary Guarantors party hereto (the "Guarantors") and Wilmington Trust, National Association, as trustee under the indenture referred to below (the "Trustee").

WHEREAS, the Issuer and Guarantors have heretofore executed and delivered to the Trustee an Indenture (the "Indenture"), dated as of February 8, 2017, providing for the issuance of the Issuer's 10.375% First-Priority Senior Secured Notes due 2022 (the "Notes") (as supplemented by the First Supplemental Indenture, dated as of February 8, 2017), initially in the aggregate principal amount of \$485,000,000 (the "Existing Notes");

WHEREAS, on the date hereof the Issuer intends to issue an aggregate principal amount of \$75,000,000 of the Notes (the "New Notes"), which shall be Additional Notes under the Indenture;

WHEREAS, the issuance and sale of the New Notes has been authorized by resolutions adopted by the Board of Directors of the Issuer and the Guarantors;

WHEREAS, the Existing Notes and the New Notes will be treated as a single series of Notes for all purposes of the Indenture (as supplemented by this Supplemental Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase);

WHEREAS, the Incurrence of the Indebtedness represented by the New Notes is permitted as of the date hereof by Sections 4.03 and 4.12 of the Indenture and the New Notes will be issued in compliance with the other applicable provisions of the Indenture;

WHEREAS, pursuant to Sections 2.01 and 9.01 of the Indenture, the Issuer, the Guarantors and the Trustee are authorized to execute and deliver this Supplemental Indenture to provide for the issuance of the New Notes;

WHEREAS the Issuer has complied with all conditions precedent provided for in the Indenture relating to this Supplemental Indenture; and

WHEREAS the Issuer has requested that the Trustee 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, the Issuer, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

SECTION 1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

SECTION 2. Terms of New Notes. The terms of the New Notes shall be identical to the Existing Notes issued on the Issue Date other than with respect to the following:

- (a) The aggregate principal amount of New Notes which may be authenticated and delivered under the Indenture shall be \$75,000,000.
- (b) The issue price of the New Notes shall be 100.50% of the aggregate principal amount of the New Notes.
- (c) The issuance date of the New Notes shall be the date of this Supplemental Indenture.
- (d) Interest on the New Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from February 8, 2017.
- (e) The New Notes shall be issuable in whole or in part in the form of one or more Global Notes. The depository for such Global Notes shall be The Depository Trust Company.
- (f) The New Notes shall have the other terms set forth in the form of global note attached hereto as Exhibit A.
- (g) The New Notes shall be considered Additional Notes issued pursuant to Section 2.01 of the Indenture.

SECTION 3. Execution of the Notes. The Notes shall be executed on behalf of the Issuer by an Officer and authenticated by the Trustee pursuant to Section 2.03 of the Indenture.

SECTION 4. Ratification of Indenture: Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of the Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 5. Governing Law. **THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. Trustee Makes No Representation. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

SECTION 7. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 8. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction thereof.

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

HEXION INC.

By: /s/ George F. Knight
Name: George F. Knight
Title: Executive Vice President and Chief Financial Officer

Guarantors:

HSC CAPITAL CORPORATION
LAWTER INTERNATIONAL INC.
OILFIELD TECHNOLOGY GROUP, INC.
HEXION INTERNATIONAL INC.
HEXION INVESTMENTS INC.
NL COOP HOLDINGS LLC

By: /s/ George F. Knight
Name: George F. Knight
Title: Executive Vice President and Chief Financial Officer

HEXION CI HOLDING COMPANY (CHINA) LLC

By: Lawter International Inc., as sole managing member

By: /s/ George F. Knight
Name: George F. Knight
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Second Supplemental Indenture]

WILMINGTON TRUST, NATIONAL ASSOCIATION, as
Trustee

By: /s/ Jane Schweiger

Name: Jane Schweiger

Title: Vice President

[Signature Page to Second Supplemental Indenture]

EXHIBIT A

[FORM OF FACE OF INITIAL NOTE]

[Global Notes Legend]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), New York, New York, to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co., or to such other entity as is requested by an authorized representative of DTC) any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Transfers of this Global Note shall be limited to transfers in whole, but not in part, to nominees of DTC or to a successor thereof or such successor’s nominee and transfers of portions of this Global Note shall be limited to transfers made in accordance with the restrictions set forth in the indenture referred to on the reverse hereof.

[[For Regulation S Global Note only] Until 40 days after the later of commencement or completion of the offering, an offer or sale of notes within the United States by a dealer (as defined in the Securities Act) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A thereunder.]

[Restricted Notes Legend for Notes Offered Otherwise than in Reliance
on Regulation S]

This note (or its predecessor) was originally issued in a transaction exempt from registration under the United States Securities Act of 1933, as amended (the “Securities Act”), and this note may not be offered, sold or otherwise transferred in the absence of such registration or an applicable exemption therefrom. Each purchaser of this note is hereby notified that the seller of this note may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A thereunder.

The holder of this note agrees for the benefit of the issuer that (a) this note may be offered, resold, pledged or otherwise transferred, only (i) to the issuer, (ii) within the United States to a person whom the seller reasonably believes is a qualified institutional buyer (as defined in Rule 144A under the Securities Act) in a transaction meeting the requirements of Rule 144A, (iii) to an institutional “accredited investor” within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act that, prior to such transfer, furnishes the trustee a signed letter containing certain representations and agreements relating to the transfer of this note (the form of which can be obtained from the trustee) and, if such transfer is in respect of an aggregate principal

amount of notes less than \$250,000, an opinion of counsel acceptable to the issuer that such transfer is in compliance with the Securities Act, (iv) outside the United States in an offshore transaction in accordance with Rule 904 under the Securities Act, (v) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available) or (vi) pursuant to an effective registration statement under the Securities Act, in each of cases (i) through (vi) in accordance with any applicable securities laws of any state of the United States, and (b) the holder will, and each subsequent holder is required to, notify any purchaser of this note from it of the resale restrictions referred to in (a) above.

[Restricted Notes Legend for Notes Offered in Reliance on Regulation S.]

This note (or its predecessor) was originally issued in a transaction originally exempt from registration under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and may not be transferred in the United States or to, or for the account or benefit of, any U.S. person except pursuant to an available exemption from the registration requirements of the Securities Act and all applicable state securities laws. Terms used above have the meanings given to them in Regulation S under the Securities Act.

[Temporary Regulation S Global Note Legend]

Except as set forth below, beneficial ownership interests in this Temporary Regulation S Global Note will not be exchangeable for interests in the Permanent Regulation S Global Note or any other note representing an interest in the notes represented hereby which do not contain a legend containing restrictions on transfer, until the expiration of the "40-day distribution compliance period" (within the meaning of Rule 903(b)(2) of Regulation S under the Securities Act) and then only upon certification to the trustee that such beneficial interests are owned either by non-U.S. persons or U.S. persons who purchased such interests in a transaction that did not require registration under the Securities Act. During such 40-day distribution compliance period, beneficial ownership interests in this Temporary Regulation S Global Note may only be sold, pledged or transferred (i) to the Issuer, (ii) outside the United States in a transaction in accordance with Rule 904 of Regulation S under the Securities Act, or (iii) pursuant to an effective registration statement under the Securities Act, in each of cases (i) through (iii) in accordance with any applicable securities laws of any state of the United States. Holders of interests in this Temporary Regulation S Global Note will notify any purchaser of this note of the resale restrictions referred to above, if then applicable.

After the expiration of the distribution compliance period, beneficial interests in this Temporary Regulation S Global Note may be exchanged for interests in a Rule 144A Global Note only if (1) such exchange occurs in connection with a transfer of the notes in compliance with Rule 144A and (2) the transferor of the Regulation S Global Note first delivers to the trustee a written certificate (in the form attached to this certificate) to the effect that the Regulation S Global Note is being transferred (a) to a person who the transferor reasonably believes to be a qualified institutional buyer within the meaning of Rule 144A, (b) to a person who is purchasing for its own account or the account of a qualified institutional buyer in a transaction meeting the requirements of Rule 144A, and (c) in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

After the expiration of the distribution compliance period, beneficial interests in this Temporary Regulation S Global Note may be exchanged for interests in an IAI Global Note only if (1) such exchange occurs in connection with a transfer of the notes in compliance with an exemption under the Securities Act and (2) the transferor of the Regulation S Global Note first delivers to the trustee a written certificate (in the form attached to this certificate) to the effect that the Regulation S Global Note is being transferred (a) to an institutional “accredited investor” within the meaning of Rule 501(a)(1),(2),(3) or (7) under the Securities Act that, prior to such transfer, furnishes the trustee a signed letter containing certain representations and agreements relating to the transfer of this note (the form of which can be obtained from the trustee) and, if such transfer is in respect of an aggregate principal amount of notes less than \$250,000, an opinion of counsel acceptable to the Issuer that such transfer is in compliance with the Securities Act and (b) in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

Beneficial interests in a Rule 144A Global Note or an IAI Global Note may be transferred to a person who takes delivery in the form of an interest in the Regulation S Global Note, whether before or after the expiration of the 40-day distribution compliance period, only if the transferor first delivers to the trustee a written certificate (in the form attached to this certificate) to the effect that such transfer is being made in accordance with Rule 903 or 904 of Regulation S or Rule 144 (if available).

[Definitive Notes Legend]

In connection with any transfer, the holder will deliver to the registrar and transfer agent such certificates and other information as such transfer agent may reasonably require to confirm that the transfer complies with the foregoing restrictions.

HEXION INC.

10.375% First-Priority Senior Secured Notes due 2022

144A CUSIP No. 42829LAD6
144A ISIN No. US42829LAD64
REG S CUSIP No. U4321LAD6
REG S ISIN No. USU4321LAD65

No. []

\$ []

HEXION INC., a New Jersey corporation, promises to pay to [], or its registered assigns, the principal sum of [] Dollars (\$[]), or such other amount as is listed on the Schedule of Increases or Decreases in Global Notes attached hereto, on February 1, 2022.

Interest Payment Dates: February 1 and August 1, commencing August 1, 2017

Record Dates: January 15 and July 15

Additional provisions of this Note are set forth on the other side of this Note.

Dated:

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

HEXION INC.

by _____
Name:
Title:

Dated:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Trustee, certifies that this is one of the Notes referred to
in the Indenture.

by _____
Authorized Signatory

[FORM OF REVERSE SIDE OF INITIAL NOTE]

10.375% First-Priority Senior Secured Notes Due 2022

1. Interest

Hexion Inc., a New Jersey corporation (such Person, and its successors and assigns under the Indenture hereinafter referred to, being herein called the “Issuer” or “Hexion”), promises to pay interest on the principal amount of this Note at a rate per annum of 10.375%. The Issuer will pay interest semiannually in arrears to the holders of record of the Notes on February 1 and August 1 of each year, commencing August 1, 2017. Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the Issue Date. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Issuer will pay interest on overdue principal at the rate borne by this Note plus 1.00% per annum, and it will pay interest on overdue installments of interest at the same rate to the extent lawful.

2. Method of Payment

The Issuer will pay interest on the Notes (except defaulted interest) to the Persons who are registered holders of Notes at the close of business on the January 15 or July 15 next preceding the interest payment date even if Notes are canceled after the record date and on or before the interest payment date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Issuer will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. Payments in respect of the Notes represented by a Global Note (including principal, premium and interest) will be made by wire transfer of immediately available funds to the accounts specified by the Depository. The Issuer will make all payments in respect of a certificated Note (including principal, premium and interest) by mailing a check to the registered address of each Holder thereof; provided, however, that payments on a certificated Note will be made by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than 30 days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion).

3. Paying Agent and Registrar

Initially, Wilmington Trust, National Association (the “Trustee”) will act as Paying Agent and Registrar. The Issuer may appoint and change any Paying Agent, Registrar or co-registrar without notice. Hexion or any of its domestically incorporated Wholly Owned Subsidiaries may act as Paying Agent, Registrar or co-registrar.

4. Indenture

The Issuer issued the Notes under an Indenture dated as of February 8, 2017 (as supplemented to the date hereof, the “Indenture”), between the Issuer and the Trustee. The terms of the Notes include those stated in the Indenture. Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all such terms, and holders of the Notes are referred to the Indenture for a statement of those terms.

The Notes are secured obligations of the Issuer and consist of (i) \$485,000,000 aggregate principal amount of 10.375% First-Priority Senior Secured Notes due 2022 issued on February 8, 2017, (ii) \$75,000,000 aggregate principal amount of 10.375% First-Priority Senior Secured Notes due 2022 issued on May 12, 2017 as Additional Notes under the Indenture, and (iii) any Additional Notes that may be issued after May 12, 2017. The Indenture contains covenants that, among other things, limit the ability of the Issuer and its Restricted Subsidiaries to incur additional indebtedness; pay dividends or distributions on, or redeem or repurchase capital stock; make investments; engage in transactions with affiliates; create liens on assets to secure indebtedness; transfer or sell assets; guarantee indebtedness; restrict dividends or other payments of subsidiaries; consolidate, merge or transfer all or substantially all of its assets; and engage in sale/leaseback transactions. These covenants are subject to important exceptions and qualifications contained in the Indenture.

5. Optional Redemption

Except as set forth below, the Issuer shall not be entitled to redeem the Notes.

On and after February 1, 2019, the Issuer shall be entitled at its option on one or more occasions to redeem all or a portion of the Notes upon not less than 30 nor more than 60 days' prior notice mailed by first-class mail to each holder's registered address, or delivered electronically if held by the Depository, to each Holder's registered address, at the following redemption prices (expressed as a percentage of principal amount on the redemption date), plus accrued and unpaid interest, if any, to, but excluding, the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the 12-month period commencing on February 1 of the years set forth below:

| <u>Period</u> | <u>Redemption Price</u> |
|---------------------|-----------------------------|
| 2019 | 105.188% |
| 2020 | 102.594% |
| 2021 and thereafter | 100.000% |

In addition, prior to February 1, 2019, the Issuer may redeem Notes at its option, in whole at any time or in part from time to time, upon not less than 30 nor more than 60 days' prior notice mailed by first-class mail, or delivered electronically if held by the Depository, to each Holder's registered address, at a redemption price equal to 100% of the principal amount of the Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest, if any, to, but excluding, the applicable redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

Upon the occurrence of Change of Control, the Issuer shall (i)(A) make an offer within 30 days following such Change of Control to all holders of the Notes to purchase all the Notes properly tendered (a "Change of Control Offer") at a purchase price (the "Change of Control Purchase Price") equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of repurchase (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date); and (B) purchase all the Notes properly tendered in accordance with the Change of Control Offer or (ii) exercise its right, within 30 days following such Change of Control, to redeem all the Notes as described under this paragraph 5.

Notwithstanding the foregoing, on or prior to February 1, 2019, the Issuer shall upon not less than 30 nor more than 60 days' prior notice mailed by first-class mail, or delivered electronically if held by the Depository, to each Holder's registered address, be entitled at their option on one or more occasions to redeem Notes (which includes Additional Notes, if any) in an aggregate principal amount not to exceed 35% of the original aggregate principal amount of the Notes (which includes Additional Notes, if any) in an aggregate amount equal to the net cash proceeds of one or more Equity Offerings (1) by Hexion or (2) by any direct or indirect parent of Hexion, in each case, to the extent the net cash proceeds thereof are contributed to the common equity capital of Hexion or used to purchase Capital Stock (other than Disqualified Stock) of Hexion from it, at a redemption price of 110.375% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date), with the net cash proceeds from one or more Equity Offerings (1) by Hexion or (2) by any direct or indirect parent of Hexion, in each case, to the extent the net cash proceeds thereof are contributed to the common equity capital of Hexion or used to purchase Capital Stock (other than Disqualified Stock) of Hexion from it; provided, however, that (1) at least 50% of such aggregate principal amount of Notes (which includes Additional Notes, if any) remains outstanding immediately after the occurrence of each such redemption; and (2) each such redemption occurs within 180 days after the consummation of the related Equity Offering. Notwithstanding the foregoing, the Issuer may at any time and from time to time purchase Notes in the open market or otherwise.

If holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Issuer, or any third party making a Change of Control Offer in lieu of the Issuer as described above, purchase all of the Notes validly tendered and not withdrawn by such holders, the Issuer or such third party will have the right upon not less than 30 nor more than 60 days' prior written notice to the holders (with a copy to the Trustee), given not more than 30 days following such purchase pursuant to the Change of Control Offer, to redeem all Notes that remain outstanding following such purchase at a price in cash equal to the Change of Control Payment. Any such redemption shall be effected pursuant to paragraph 5 of this Note.

Notice of any redemption upon any corporate transaction or other event (including any Equity Offering, incurrence of Indebtedness, Change of Control or other transaction) may be given prior to the completion thereof. In addition, any redemption described above or notice thereof may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of a corporate transaction or other event.

6. Notice of Redemption

Notice of redemption will be mailed by first-class mail, or sent electronically if held by the Depository, at least 30 days but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at his registered address. Notes in denominations larger than \$2,000 principal amount may be redeemed in part but only in whole multiples of \$1,000. If money sufficient to pay the redemption price of and accrued interest on all Notes (or portions thereof) to be redeemed on the redemption date is deposited with the Paying Agent on or before the redemption date and certain other conditions are satisfied, on and after such date interest ceases to accrue on such Notes (or such portions thereof) called for redemption.

7. Put Provisions

Upon a Change of Control the Issuer must (i)(A) make an offer within 30 days following such Change of Control to all holders of the Notes to purchase all the Notes properly tendered (a "Change of Control Offer") at a purchase price (the "Change of Control Purchase Price") equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of repurchase (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date); and (B) purchase all the Notes properly tendered in accordance with the Change of Control Offer or (ii) exercise its right, within 30 days following such Change of Control, to redeem all the Notes as described under paragraph 5 of this Note.

8. Guarantee

The payment by the Issuer of the principal of, and premium and interest on, the Notes is fully and unconditionally guaranteed on a joint and several basis by each of the Guarantors to the extent set forth in the Indenture.

9. Security

The Notes will be secured by the Collateral on the terms and subject to the conditions set forth in the Indenture, the Senior Intercreditor Agreements, the Junior Intercreditor Agreements and the Security Documents, such security interest to be *pari passu* in priority to security interests granted for the benefit of holders of other First Priority Lien Obligations. The First Lien Collateral Agent holds the Collateral in trust for the benefit of the Trustee and the Holders pursuant to, and subject to, the Security Documents and the Senior Intercreditor Agreements. Each Holder, by accepting this Note, consents and agrees to the terms of the Security Documents (including the provisions providing for the foreclosure and release of Collateral) and the First Lien Intercreditor Agreement, ABL Intercreditor Agreement and the Junior Priority Intercreditor Agreements in effect or as they may be amended from time to time in accordance with their terms and the Indenture and authorizes and directs the First Lien Collateral Agent to enter into a Collateral Agreement Supplement, the Additional Secured Party Consent, any other Security Documents and the Fifth Joinder and Supplement to the Second Lien Intercreditor Agreement, and to perform its obligations and exercise its rights thereunder in accordance therewith.

10. Denominations; Transfer; Exchange

The Notes are in registered form without coupons in denominations of \$2,000 principal amount and whole multiples of \$1,000. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange any Notes selected for redemption (except, in the case of a Note to be redeemed in part, the portion of the Note not to be redeemed) or any Notes for a period of 15 days before a selection of Notes to be redeemed or 15 days before an interest payment date.

11. Persons Deemed Owners

The registered Holder of this Note may be treated as the owner of it for all purposes.

12. Unclaimed Money

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Issuer at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Issuer and not to the Trustee for payment.

13. Discharge and Defeasance

Subject to certain conditions set forth in the Indenture, the Issuer at any time shall be entitled to terminate some or all of their and the Guarantors' obligations under the Notes and the Indenture if the Issuer deposits with the Trustee money or, in certain cases, U.S. Government Obligations for the payment of principal and interest on the Notes to redemption or maturity, as the case may be.

14. Amendment, Waiver

Subject to certain exceptions set forth in the Indenture and the First Lien Intercreditor Agreement, (a) the Indenture, the First Lien Intercreditor Agreement, the ABL Intercreditor Agreement, the Junior Priority Intercreditor Agreements and the related Security Documents may be amended with the written consent of the Holders of at least a majority in principal amount of the Notes then outstanding (which consents may be obtained in connection with a tender offer or exchange offer for the Notes) and (b) any past default or compliance with any provisions may be waived with the consent of the holders of a majority in principal amount of the Notes then outstanding (which consents may be obtained in connection with a tender offer or exchange offer for the Notes).

Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Issuer, the Guarantors, the Trustee and the First Lien Collateral Agent may amend the Indenture, the Notes, any Security Document, the First Lien Intercreditor Agreement, the ABL Intercreditor Agreement or the Junior Priority Intercreditor Agreements to: (i) cure any ambiguity, omission, defect, mistake or inconsistency; (ii) to comply with Article 5 of the Indenture; (iii) to provide for uncertificated Notes in addition to or in place of certificated Notes (provided, however, that the uncertificated Notes are issued in registered form for purposes of

Section 163(f) of the Code); (iv) to add Guarantees with respect to the Notes; (v) to add additional secured creditors holding Junior Priority Obligations or other First Priority Lien Obligations or ABL Obligations, in each case so long as such obligations are not prohibited by the Indenture; (vi) to add to the covenants of Hexion or any Restricted Subsidiaries for the benefit of the holders or to surrender any right or power conferred upon the Issuer or any Guarantor; (vii) to comply with any requirement of the SEC in connection with the qualification of the Indenture under the TIA (if the Issuer elects to qualify the Indenture under the TIA); (viii) to make any change that does not adversely affect the rights of any holder; (ix) to conform the text of the Indenture, the Notes, the Security Documents, the First Lien Intercreditor Agreement, the ABL Intercreditor Agreement or the Junior Priority Intercreditor Agreements, to any provision of the "Description of the Notes" in the Offering Circular to the extent that such provision in such "Description of the Notes" was intended by the Issuer to be a verbatim recitation of a provision of the Indenture, the Notes, the Security Documents, the First Lien Intercreditor Agreement, the ABL Intercreditor Agreement or the Junior Priority Intercreditor Agreements, as stated in an Officers' Certificate; (x) to make certain changes to the Indenture to provide for the issuance of additional notes; (xi) to make any amendment to the provisions of the Indenture relating to the transfer and legending of notes; provided, however, that (a) compliance with the Indenture as so amended would not result in notes being transferred in violation of the Securities Act or any other applicable securities law and (b) such amendment does not materially and adversely affect the rights of holders to transfer notes; (xii) to secure the Notes or to add additional assets as Collateral; or (xiii) to release Collateral from the Lien pursuant to the Indenture, the Security Documents, the First Lien Intercreditor Agreement, the ABL Intercreditor Agreement and the Junior Priority Intercreditor Agreements when permitted or required by the Indenture or the Security Documents or the First Lien Intercreditor Agreement, the ABL Intercreditor Agreement or the Junior Priority Intercreditor Agreements.

15. Defaults and Remedies

Under the Indenture, Events of Default include (a) default for 30 days in payment of interest on the Notes; (b) default in payment of principal on the Notes at maturity, upon redemption pursuant to paragraph 5 of the Notes, upon acceleration or otherwise, or the failure by the Issuer to redeem or purchase Notes when required; (c) failure by the Issuer or certain Subsidiaries to comply with other agreements in the Indenture or the Notes, in certain cases subject to notice and lapse of time; (d) certain accelerations (including failure to pay within any grace period after final maturity) of other Indebtedness of the Issuer if the amount accelerated (or so unpaid) exceeds \$50.0 million or its foreign currency equivalent; (e) certain events of bankruptcy or insolvency with respect to the Issuer, the Guarantors and the Significant Subsidiaries; (f) certain judgments or decrees for the payment of money in excess of \$50.0 million or its foreign currency equivalent (net of any amounts which are covered by enforceable insurance policies issued by solvent carriers), which judgments are not discharged, waived or stayed for a period of 60 days; (g) certain defaults with respect to Guarantees; and (h) certain defaults relating to the Collateral under the Security Documents. If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the Notes may declare all such Notes to be due and payable immediately, subject to certain conditions set forth in the Indenture. Certain events of bankruptcy or insolvency are Events of Default which will result in the Notes being due and payable immediately upon the occurrence of such Events of Default.

Noteholders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives indemnity or security reasonably satisfactory to it. Subject to certain limitations, Holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Noteholders notice of any continuing Default (except a Default in payment of principal or interest) if it determines that withholding notice is in the interest of the Holders.

16. Trustee Dealings with the Issuer

Subject to certain limitations imposed by the Act, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Issuer or its Affiliates and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Trustee.

17. No Recourse Against Others

A director, officer, employee or stockholder, as such, of the Issuer or the Trustee shall not have any liability for any obligations of the Issuer under the Notes or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation; provided, however, the foregoing will not affect or limit any liability of any Guarantor under the Indenture or its Guarantee. By accepting a Note, each Noteholder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Notes.

18. Authentication

This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Note.

19. Abbreviations

Customary abbreviations may be used in the name of a Noteholder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

20. CUSIP Numbers

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures the Issuer has caused CUSIP numbers to be printed on the Notes and has directed the Trustee to use CUSIP numbers in notices of redemption as a convenience to Noteholders. 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.

21. Governing Law

This Note shall be governed by, and construed in accordance with, the laws of the state of New York.

The Issuer will furnish to any Noteholder upon written request and without charge to the Noteholder a copy of the Indenture which has in it the text of this Note in larger type. Requests may be made to:

Hexion Inc.
180 East Broad St.
Columbus, OH 43215
Attention: General Counsel

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint _____ agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: _____ Your Signature: _____

Sign exactly as your name appears on the other side of this Note.

In connection with any transfer of any of the Notes evidenced by this certificate occurring prior to the expiration of the applicable holding period referred to in Rule 144(d) under the Securities Act after the later of the date of original issuance of such Notes and the last date, if any, on which such Notes were owned by the Issuer or any Affiliate of the Issuer, the undersigned confirms that such Notes are being transferred in accordance with its terms:

CHECK ONE BOX BELOW

- to the Issuer; or
- (1) pursuant to an effective registration statement under the Securities Act of 1933; or
- (2) inside the United States to a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933) that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that such transfer is being made in reliance on Rule 144A, in each case pursuant to and in compliance with Rule 144A under the Securities Act of 1933; or
- (3) outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act of 1933; or
- (4) pursuant to the exemption from registration provided by Rule 144 under the Securities Act of 1933; or
- (5) to an institutional "accredited investor" (as defined in Rule 501(a)(1),(2),(3) or (7) under the Securities Act of 1933) that has furnished to the Trustee a signed letter containing certain representations and agreements.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered holder thereof; provided, however, that if box (3), (4) or (5) is checked, the Trustee shall be entitled to require, prior to registering any such transfer of the Notes, such legal opinions, certifications and other information as the Issuer has reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933, such as the exemption provided by Rule 144 under such Act.

Signature

Signature Guarantee:

Signature must be guaranteed

Signature

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

TO BE COMPLETED BY PURCHASER IF (2) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act of 1933, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Issuer as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned's foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Dated: _____

Notice: To be executed by an executive officer

[TO BE ATTACHED TO GLOBAL NOTES]

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE

The following increases or decreases in this Global Note have been made:

| <u>Date of Exchange</u> | <u>Amount of decrease in Principal amount of this Global Note</u> | <u>Amount of increase in Principal amount of this Global Note</u> | <u>Principal amount of this Global Note following such decrease or increase</u> | <u>Signature of authorized officer of Trustee or Notes Custodian</u> |
|-------------------------|---|---|---|--|
| | | | | |
| | | | | |

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuer pursuant to Section 4.06 or 4.08 of the Indenture, check the box:

If you want to elect to have only part of this Note purchased by the Issuer pursuant to Section 4.06 or 4.08 of the Indenture, state the amount in principal amount: \$

Dated: _____

Your Signature: _____
(Sign exactly as your name appears on the other side of this Note.)

Signature Guarantee: _____
(Signature must be guaranteed)

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

ADDITIONAL SECURED PARTY CONSENT

May 12, 2017

Wilmington Trust, National Association
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Attention: Hexion Administrator

The undersigned is the Authorized Representative for persons wishing to become Secured Parties (the "New Secured Parties") under the Collateral Agreement, dated as of March 28, 2013 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among HEXION INC., a New Jersey corporation (the "Company"), as issuer, each Subsidiary Party (as defined therein) party thereto and WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"). Capitalized terms in this Additional Secured Party Consent but not otherwise defined herein have the meanings set forth in the Collateral Agreement.

In consideration of the foregoing, the undersigned hereby:

(i) represents that it has been duly authorized to act as the Authorized Representative for the New Secured Parties under that certain Second Supplemental Indenture, dated as of the date hereof (the "Supplemental Indenture"), by and among Wilmington Trust, National Association, as trustee (the "Trustee"), the Company, as issuer and the guarantors party thereto from time to time, which Supplemental Indenture amends and supplements that certain Indenture, dated as of February 8, 2017 (as supplemented by the Supplemental Indenture and as the same may be further amended, supplemented or otherwise modified from time to time, the "New First Lien Indenture"), among the Issuer, after giving effect to the Issuer's Assumption (as defined in the New First Lien Indenture), the guarantors party thereto from time to time and the Trustee (the obligations of the Issuer and the guarantors under the Supplemental Indenture, the "Additional Secured Obligations") under each of the Collateral Agreement and the First Lien Intercreditor Agreement;

(ii) acknowledges that it has received a copy of the Collateral Agreement and the First Lien Intercreditor Agreement;

(iii) appoints and authorizes the Collateral Agent to take such action as agent on its behalf and on behalf of all other New Secured Parties and to exercise such powers under the Collateral Agreement as are delegated to the Collateral Agent by the terms thereof, together with all such powers as are reasonably incidental thereto; and

(iv) accepts and acknowledges the terms of the Collateral Agreement applicable to it and the New Secured Parties and agrees to serve as Authorized Representative for the New Secured Parties with respect to the Additional Secured Obligations and agrees on its own behalf and on behalf of the New Secured Parties to be bound by the terms of the Collateral Agreement applicable to holders of Other First Priority Obligations, with all the rights and obligations of a Secured Party thereunder and bound by all the provisions thereof as fully as if it had been a Secured Party on the effective date of the Collateral Agreement.

The Collateral Agent, by acknowledging and agreeing to this Additional Secured Party Consent, accepts the appointment set forth in clause (iii) above.

The name and address of the Authorized Representative for purposes of Section 6.01 of the Collateral Agreement are as follows:

Wilmington Trust, National Association
Global Capital Markets
50 South Sixth Street
Suite 1290
Minneapolis, Minnesota 55402
Telephone: 612-217-5632
Facsimile: 612-217-5651
Attention: Hexion Administrator

THIS ADDITIONAL SECURED PARTY CONSENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the undersigned has caused this Additional Secured Party Consent to be duly executed by its authorized officer as of the date set forth above.

WILMINGTON TRUST, NATIONAL ASSOCIATION, as
Authorized Representative for the New Secured Parties

By: /s/ Jane Schweiger

Name: Jane Schweiger
Title: Vice President

Acknowledged and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: /s/ Jane Schweiger

Name: Jane Schweiger
Title: Vice President

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Authorized Representative for the Notes Obligations

By: /s/ Jane Schweiger

Name: Jane Schweiger
Title: Vice President

[Signature Page to Additional Secured Party Consent]

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Authorized Representative for the Initial Other First Priority
Obligations

By: /s/ Jane Schweiger
Name: Jane Schweiger
Title: Vice President

[Signature Page to Additional Secured Party Consent]

HEXION INC.

By: /s/ Mark D. Bidstrup
Name: Mark D. Bidstrup
Title: Senior Vice President and Treasurer

Guarantors:

HSC CAPITAL CORPORATION
LAWTER INTERNATIONAL INC.
OILFIELD TECHNOLOGY GROUP, INC.
HEXION INTERNATIONAL INC.
HEXION INVESTMENTS INC.
NL COOP HOLDINGS LLC

By: /s/ Mark D. Bidstrup
Name: Mark D. Bidstrup
Title: Senior Vice President and Treasurer

HEXION CI HOLDING COMPANY (CHINA) LLC,

By: Lawter International Inc., as sole managing member

By: /s/ Mark D. Bidstrup
Name: Mark D. Bidstrup
Title: Senior Vice President and Treasurer

[Signature Page to Additional Secured Party Consent]

**FIFTH JOINDER AND SUPPLEMENT
to
INTERCREDITOR AGREEMENT**

Reference is made to (i) that certain Amended and Restated Intercreditor Agreement, dated as of January 31, 2013 (as supplemented by the First Joinder, the Second Joinder, the Third Joinder and the Fourth Joinder referred to below, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Intercreditor Agreement"), among Wilmington Trust Company, as Trustee and as Collateral Agent (the "Second Lien Trustee") (as Second-Priority Agent under the Second Lien Intercreditor Agreement for the holders of the Notes), Wilmington Trust, National Association (as successor by merger to Wilmington Trust FSB), as trustee for the holders of the notes (the "1.5 Lien Notes") issued under the 1.5 Lien Indenture (the "1.5 Lien Trustee") (as Senior-Priority Agent under the Second Lien Intercreditor Agreement for the holders of the 1.5 Lien Notes), Wilmington Trust, National Association, as trustee (the "6.625% First Lien Notes Trustee") for the holders of the notes (the "6.625% First Lien Notes") issued under the First Lien Indenture, and as Senior-Priority Agent under the Second Lien Intercreditor Agreement for the holders of the 6.625% First Lien Notes, Hexion LLC ("Holdings"), Hexion Inc. (the "Company"), and each subsidiary of the Company party thereto, as such intercreditor agreement was supplemented pursuant to (w) that certain Joinder and Supplement to Intercreditor Agreement, dated as of March 28, 2013 (the "First Joinder"), among JPMorgan Chase Bank, N.A. (the "ABL Credit Agreement Agent"), as Senior-Priority Agent for the ABL Secured Parties (as defined in the First Joinder), JPMorgan Chase Bank, N.A., as intercreditor agent (the "Intercreditor Agent"), and the other parties thereto, (x) that certain Second Joinder and Supplement to Intercreditor Agreement, dated as of April 15, 2015 (the "Second Joinder"), among Wilmington Trust, National Association, as trustee (the "10.00% First Lien Notes Trustee") for the holders of the New First Lien Notes (as defined in the Second Joinder) (the "10.00% First Lien Notes"), and the other parties thereto, (y) that certain Third Joinder and Supplement to Intercreditor Agreement, dated as of February 8, 2017 (the "Third Joinder"), among Wilmington Trust, National Association, as trustee for holders of the New First Lien Notes (as defined in the Third Joinder) (the "New First Lien Notes"), and the other parties thereto and (z) that certain Fourth Joinder and Supplement to Intercreditor Agreement, dated as of February 8, 2017 (the "Fourth Joinder"), by and among Wilmington Trust, National Association as trustee (the "New 1.5 Lien Notes Trustee") for the holders of the New 1.5 Lien Notes (as defined in the Fourth Joinder) (the "New 1.5 First Lien Notes"), and the other parties thereto; and (ii) the Second Secured Notes Indenture. Capitalized terms used but not defined herein shall have the meanings assigned in the Second Lien Intercreditor Agreement.

This Fifth Joinder and Supplement to the Second Lien Intercreditor Agreement (this "Agreement"), dated as of May 12, 2017 (the "Effective Date"), by and among (i) Wilmington Trust, National Association, as Senior-Priority Agent under the Second Lien Intercreditor Agreement for the holders of the New First Lien Notes and the Additional First Lien Notes (as defined below) and as trustee (the "New First Lien Notes Trustee") pursuant to that certain Second Supplemental Indenture, dated as of the date hereof (the "Supplemental Indenture"), by and among the Company, as issuer, the

guarantors party thereto from time to time and the New First Lien Notes Trustee, issued under, and amending and supplementing, the Indenture, dated as of February 8, 2017 (such Indenture, as supplemented by the Supplemental Indenture and as further amended, restated, supplemented or otherwise modified from time to time, the “New First Lien Indenture”), by and among the Company, as issuer after giving effect to the Issuer’s Assumption (as defined in the New First Lien Indenture), the guarantors party thereto from time to time and the New First Lien Notes Trustee, (ii) the Intercreditor Agent, (iii) the ABL Credit Agreement Agent (as Senior-Priority Agent under the Second Lien Intercreditor Agreement for the ABL Secured Parties), (iv) the Second Lien Trustee (as Second-Priority Agent under the Second Lien Intercreditor Agreement for the holders of the Notes), (v) the 6.625% First Lien Notes Trustee (as Senior-Priority Agent under the Second Lien Intercreditor Agreement for the holders of the 6.625% First Lien Notes), (vi) the 10.00% First Lien Notes Trustee (as Senior-Priority Agent under the Second Lien Intercreditor Agreement for the holders of the 10.00% First Lien Notes), (vii) the New 1.5 Lien Notes Trustee (as Senior-Priority Agent under the Second Lien Intercreditor Agreement for the holders of the New 1.5 Lien Notes), (viii) Holdings, (ix) the Company and (x) each Subsidiary of the Company listed on Schedule I hereto, has been entered into (A) to record the accession of the New First Lien Notes Trustee as an additional Senior-Priority Agent under the Second Lien Intercreditor Agreement on behalf of the holders of the 10.375% first-priority senior secured notes due 2022 (the “Additional First Lien Notes”) issued under the Supplemental Indenture, (B) with respect to the Liens securing certain Obligations as set forth below, to confirm and evidence that such Liens shall, for purposes of the Second Lien Intercreditor Agreement, be equal and ratable with all Liens on the Common Collateral securing any other Senior Lender Claims and (C) for certain related purposes.

The parties to this Agreement hereby agree as follows:

A. The New First Lien Notes Trustee, as trustee for the holders of the Additional First Lien Notes, agrees to become, with immediate effect, a party to and agrees to be bound by the terms of the Second Lien Intercreditor Agreement as Senior-Priority Agent for the holders of the Additional First Lien Notes, as if it had originally been party to the Second Lien Intercreditor Agreement as Senior-Priority Agent for the holders of the Additional First Lien Notes.

B. The Supplemental Indenture has been designated by the Company as being included in the definition of “Credit Agreement” set forth in the Second Secured Notes Indenture. The Supplemental Indenture, the Additional First Lien Notes, the Security Documents (as defined in the New First Lien Indenture) (the “Security Documents”) and any related document or instrument executed and delivered pursuant to any of the foregoing shall constitute “Senior Credit Documents” as defined in the Second Secured Notes Indenture.

C. The Liens securing the Obligations under the Additional First Lien Notes, the Supplemental Indenture and any other document or agreement entered into pursuant thereto granted pursuant to the Security Documents have been designated by the

Company as having been incurred pursuant to clause (8) of the definition of "Permitted Liens" set forth in the Second Secured Notes Indenture. The Obligations under the Additional First Lien Notes, the Supplemental Indenture and any other document or agreement entered into pursuant thereto constitute First-Lien Indebtedness (which First-Lien Indebtedness, for the avoidance of doubt, also constitutes Future First-Lien Indebtedness) and Senior Lender Claims.

D. The Liens on the Common Collateral securing such Senior Lender Claims shall have priority over and be senior in all respects to all Liens on the Common Collateral securing any Second-Priority Claims on the terms set forth in the Second Lien Intercreditor Agreement and, subject to the terms of any other applicable intercreditor agreement then in effect, shall be equal and ratable with all Liens on the Common Collateral securing any other Senior Lender Claims.

E. So long as the Discharge of Senior Lender Claims has not occurred and subject to the terms of any other applicable intercreditor agreement then in effect, the Common Collateral or proceeds thereof received in connection with the sale or other disposition of, or collection on, the Common Collateral upon the exercise of remedies shall be applied by the Intercreditor Agent ratably to the Senior Lender Claims and, with respect to each class of Senior Lender Claims, in such order as is specified in the relevant Senior Lender Documents until the Discharge of Senior Lender Claims has occurred.

F. The New First Lien Notes Trustee confirms that its address for notices pursuant to the Second Lien Intercreditor Agreement is as follows:

Wilmington Trust, National Association
Global Capital Markets
50 South Sixth Street
Suite 1290
Minneapolis, Minnesota 55402

Telephone: 612-217-5632
Facsimile: 612-217-5651
Attention: Hexion Administrator

G. Each party to this Agreement confirms the acceptance of the New First Lien Notes Trustee, acting for the benefit of the holders of the Additional First Lien Notes, as a Senior-Priority Agent for purposes of the Second Lien Intercreditor Agreement.

H. Except as expressly provided herein, in the Second Lien Intercreditor Agreement or in any Senior Lender Documents, the New First Lien Notes Trustee is acting in the capacity of Senior-Priority Agent solely with respect to the Senior Lender Claims owed to the New First Lien Notes Trustee and the holders of the Additional First Lien Notes issued pursuant to the Supplemental Indenture. For the avoidance of doubt, the provisions of Article 7 of the New First Lien Indenture applicable to the New First Lien Notes Trustee thereunder shall also apply to the New First Lien Notes Trustee acting under or in connection with the Second Lien Intercreditor Agreement.

I. This Agreement and any claim, controversy or dispute arising under or related to such Agreement shall be construed in accordance with and governed by the laws of the State of New York.

J. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

JPMORGAN CHASE BANK, N.A.,
as Intercreditor Agent

By: /s/ Peter S. Predun

Name: Peter S. Predun

Title: Executive Director

JPMORGAN CHASE BANK, N.A.,
as Senior-Priority Agent for the ABL Secured Parties

By: /s/ Peter S. Predun

Name: Peter S. Predun

Title: Executive Director

[Signature Page to Fifth Joinder and Supplement to Second Lien Intercreditor Agreement]

WILMINGTON TRUST, NATIONAL ASSOCIATION, as
New First Lien Notes Trustee, as Senior-Priority Agent for
holders of the notes (including the Additional First Lien
Notes) issued under the New First Lien Indenture

By: /s/ Jane Schweiger

Name: Jane Schweiger
Title: Vice President

WILMINGTON TRUST, NATIONAL ASSOCIATION, as
Senior-Priority Agent for holders of the 6.625% First Lien
Notes

By: /s/ Jane Schweiger

Name: Jane Schweiger
Title: Vice President

WILMINGTON TRUST, NATIONAL ASSOCIATION, as
Senior-Priority Agent for holders of the 10.00% First Lien
Notes

By: /s/ Jane Schweiger

Name: Jane Schweiger
Title: Vice President

WILMINGTON TRUST COMPANY,
as Second Lien Trustee, as Second-Priority Agent for holders
of the Notes

By: /s/ Michael H. Wass

Name: Michael H. Wass
Title: Vice President

WILMINGTON TRUST, NATIONAL ASSOCIATION, as
New 1.5 Lien Trustee, as Senior-Priority Agent for holders of
the New 1.5 Lien Notes

By: /s/ Jane Schweiger

Name: Jane Schweiger
Title: Vice President

[Signature Page to Fifth Joinder and Supplement to Second Lien Intercreditor Agreement]

HEXION LLC

By: /s/ Mark D. Bidstrup
Name: Mark D. Bidstrup
Title: Senior Vice President and Treasurer

HEXION INC.

By: /s/ Mark D. Bidstrup
Name: Mark D. Bidstrup
Title: Senior Vice President and Treasurer

Guarantors:

HSC CAPITAL CORPORATION
LAWTER INTERNATIONAL INC.
OILFIELD TECHNOLOGY GROUP, INC.
HEXION INTERNATIONAL INC.
HEXION INVESTMENTS INC.
NL COOP HOLDINGS LLC

By: /s/ Mark D. Bidstrup
Name: Mark D. Bidstrup
Title: Senior Vice President and Treasurer

HEXION CI HOLDING COMPANY (CHINA) LLC,

By: Lawter International Inc., as sole managing member

By: /s/ Mark D. Bidstrup
Name: Mark D. Bidstrup
Title: Senior Vice President and Treasurer

[Signature Page to Fifth Joinder and Supplement to Second Lien Intercreditor Agreement]

Subsidiary Parties

Hexion Investments Inc.
Hexion International Inc.
Hexion CI Holding Company (China) LLC
HSC Capital Corporation
Lawter International Inc.
Oilfield Technology Group, Inc.
NL COOP Holdings LLC