

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)
July 30, 2024

KRONOS WORLDWIDE, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

1-31763
(Commission
File Number)

76-0294959
(IRS Employer
Identification No.)

5430 LBJ Freeway, Suite 1700, Dallas, Texas
(Address of principal executive offices)

75240-2620
(Zip Code)

Registrant's telephone number, including area code
(972) 233-1700

(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 (*see* General Instruction A.2.):

- 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 communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	KRO	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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.

Private Placement of Additional Notes

On July 30, 2024, Kronos International, Inc. (the “Issuer”), a wholly owned subsidiary of Kronos Worldwide, Inc. (the “Company”), completed the institutional private placement of €75 million in aggregate principal amount of 9.50% senior secured notes due 2029 (the “New Notes”). The New Notes were issued as additional notes to the existing €276,174,000 aggregate principal amount of 9.50% senior secured notes due 2029 (the “Existing 2024 Notes”) that the Issuer issued pursuant to the indenture, dated as of February 12, 2024, by and among the Issuer, its subsidiary guarantors and Deutsche Bank Trust Company Americas, as trustee, collateral agent, paying agent, transfer agent and registrar (the “Base Indenture”). The New Notes were issued pursuant to a supplement to the Base Indenture dated July 30, 2024 (the “First Supplemental Indenture” and, together with the Base Indenture, the “Indenture”). The New Notes were sold to persons reasonably believed to be qualified institutional buyers within the United States in reliance on Rule 144A under the Securities Act or outside the United States to non-U.S. persons in accordance with Regulation S under the Securities Act.

The transaction resulted in net proceeds to the Company, including accrued interest from February 12, 2024, of approximately €83 million (approximately \$90 million at current exchange rates), after fees and expenses, which will be used to repay a portion of its global revolving credit facility with Wells Fargo, on which it drew in connection with its recently announced acquisition of the remaining equity interest that it did not already own of Louisiana Pigment Company, L.P. (“LPC”), a chloride-process TiO₂ production facility located in Lake Charles, Louisiana (the “LPC Acquisition”). The Company will use the remainder, if any, for general corporate purposes.

The Existing Notes and the New Notes (collectively, the “Notes”) constitute one series under the Indenture. The New Notes are identical in all respects to the Existing 2024 Notes, except that the New Notes were issued on July 30, 2024, at a price of 107.5% of their principal amount, plus accrued interest from February 12, 2024. The New Notes issued pursuant to Regulation S will trade separately under a temporary ISIN and Common Code number, and will not be fungible with the Existing 2024 Notes, until 40 days after the date hereof.

Interest on the Notes accrues at the rate of 9.50% per annum, which is payable semi-annually in arrears on each March 15 and September 15, commencing on September 15, 2024. The Issuer will make each interest payment to the Holders of record of the Notes at the close of business on the immediately preceding March 1 and September 1. Interest on the New Notes will accrue from February 12, 2024, the date of original issuance of the Existing 2024 Notes. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. The Notes will mature on March 15, 2029.

The Indenture contains a number of covenants and restrictions which, among other things, restrict the ability of the Company and its subsidiaries to incur or guarantee debt, incur liens, make dividend payments or other restricted payments, enter into transactions with affiliates, or merge or consolidate with, or sell or transfer all or substantially all of their respective assets to, another entity. These covenants are subject to a number of important qualifications and exceptions. Further, during any such time when the Notes are rated investment grade by each of Moody’s Investors Service, Inc. and Standard & Poor’s and no Default (as defined in the Indenture) has occurred and is continuing, certain of the covenants will be suspended with respect to the Notes.

At the Company’s option, prior to March 15, 2026, some or all of the Notes may be redeemed at a price equal to 100% of the principal amount thereof, plus a “make-whole” premium (as defined in the Indenture), plus accrued and unpaid interest. At the Company’s option, the Notes may be redeemed on or after March 15, 2026 at redemption prices ranging from 104.750% of the principal amount, declining to 100% on or after March 15, 2028, plus accrued and unpaid interest. In addition, on or before March 15, 2026, the Company may redeem up to 40% of the Notes with the net proceeds of certain public or private equity offerings at 109.50% of the principal amount, plus accrued and unpaid interest, provided that following the redemption at least 50% of the sum of the Notes that were originally issued under the Base Indenture plus any notes issued after the date of the Base Indenture remain outstanding. If the Company or its subsidiaries experience certain change of control events, as outlined in the Indenture, the Issuer would be required to make an offer to purchase the Notes at 101% of the principal amount thereof, plus accrued and unpaid interest. The Company would also be required to make an offer to purchase a specified portion of the Notes at par value in the event the registrant and its subsidiaries generate a certain amount of net proceeds from the sale of assets outside the ordinary course of business, and such net proceeds are not otherwise used for specified purposes within a specified time period.

The Notes are fully and unconditionally guaranteed, jointly and severally, on a senior secured basis by the Company and each of its direct and indirect domestic, wholly-owned subsidiaries (other than the Issuer), subject to certain exceptions. Within thirty days of the consummation of the LPC Acquisition, LPC (and Kronos LPC, LLC, which is a newly formed wholly-owned subsidiary of Kronos Louisiana, Inc., an existing guarantor, and which owns 1% of the limited partnership interests of LPC) will each become an additional guarantor under the Company’s global revolving credit facility, and thereafter will be joined as a guarantor under the Indenture and under the indenture governing the Issuer’s existing 3.75% Senior Secured Notes due September 15, 2025. The Notes and the related guarantees are secured on a first priority basis by (i) 100% of the common stock or other ownership interests of each existing and future direct domestic subsidiary of the Issuer or any guarantor and (ii) 65% of the voting common stock or other ownership interests and

100% of the non-voting common stock or other ownership interests of each foreign subsidiary that is directly owned by the Issuer or any guarantor. The equity interests of each of LPC and Kronos LPC, LLC will be pledged as collateral for the Notes within the time period specified in the Indenture.

For a further description of the terms of the Base Indenture and the Notes, see the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 12, 2024. The description of the Indenture contained herein and therein does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Indenture.

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

The disclosure set forth in Item 1.01 above is incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

- 10.1 [Supplemental Indenture No. 1, dated as of July 30, 2024, by and among Kronos International, Inc., the guarantors named therein, and Deutsche Bank Trust Company Americas, as trustee, collateral agent, paying agent, transfer agent and registrar.](#)
 - 10.2 [Additional Notes Priority Joinder Agreement dated July 30, 2024, executed by Deutsche Bank Trust Company Americas, as trustee and collateral agent.](#)
 - 104 Cover Page Interactive Data File (embedded within Inline XBRL document).
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SIGNATURE

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.

KRONOS WORLDWIDE, INC.
(Registrant)

Date: July 30, 2024

By: /s/ Tim C. Hafer

Tim C. Hafer,

Executive Vice President and Chief Financial Officer

FIRST SUPPLEMENTAL INDENTURE

First Supplemental Indenture (this "First Supplemental Indenture"), dated as of July 30, 2024, among Kronos International, Inc., a Delaware corporation (the "Issuer"), the guarantors listed on the signature pages hereto (the "Guarantors"), Deutsche Bank Trust Company Americas, as Trustee (the "Trustee") and as collateral agent (the "Collateral Agent"), and Deutsche Bank Trust Company Americas, as paying agent, transfer agent and registrar.

WITNESSETH

WHEREAS, the Issuer has executed and delivered to the Trustee an indenture, dated as of February 12, 2024 (the "Base Indenture"), as amended, modified or supplemented from time to time, including by this First Supplemental Indenture (the Base Indenture and the First Supplemental Indenture, together, the "Indenture"), providing for the issuance of the Issuer's 9.50% Senior Secured Notes due 2029 (the "Notes") and pursuant to which the Issuer has duly issued the Original Notes in the aggregate principal amount of €276,174,000;

WHEREAS, Section 2.01 of the Base Indenture provides that Additional Notes may be created and issued from time to time under the Indenture by the Issuer without notice to or consent of the Holders and that such Additional Notes shall be consolidated with and form a single class with the Original Notes and shall have the same terms as to status, redemption or otherwise as the Original Notes, subject to the Issuer's compliance with Section 4.03 of the Base Indenture;

WHEREAS, pursuant to Section 9.01(x) of the Base Indenture, the Trustee, the Collateral Agent, the Issuer and the Guarantors are authorized to execute and deliver this First Supplemental Indenture without the consent of the Holders of the Notes;

WHEREAS, the Issuer and the Guarantors have authorized the execution and delivery of this First Supplemental Indenture for the purpose of issuing €75,000,000 in aggregate principal amount of Additional Notes (the "New Notes"); and

WHEREAS, the execution and delivery of this First Supplemental Indenture has been duly authorized by the parties hereto, and all conditions and requirements necessary to make this First Supplemental Indenture a valid and binding agreement of the Issuer and the Guarantors enforceable in accordance with its terms have been duly performed and complied with.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties 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 Base Indenture.

(2) Execution and Delivery. The Issuer and each of the Guarantors hereby represents and warrants to and agrees that it has all the requisite corporate power and authority to execute, deliver and perform its obligations under this First Supplemental Indenture and this First Supplemental Indenture has been duly and validly executed and delivered and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms and the terms of the Indenture.

(3) New Notes. As of the date hereof, the Issuer will issue, and the Trustee is directed to authenticate and deliver, the New Notes under the Indenture, substantially in the form of Exhibit A to the Base Indenture. The New Notes shall constitute Additional Notes and be governed under the Indenture and executed and delivered in the manner contemplated therein. The New Notes will be issued at an issue price of 107.500%, plus accrued and unpaid interest from February 12, 2024. Interest on the New Notes shall accrue from February 12, 2024 and the first interest payment date shall be September 15, 2024. The New Notes shall initially be evidenced by one or more Global Notes substantially in the form of Exhibit A to the Base Indenture (each a “Global Note”). The Global Notes initially shall (i) be registered in the name of BT Globenet Nominees Limited, (ii) be delivered to the Common Depositary and (iii) bear the Restricted Notes Legend. The Issuer and each Guarantor reaffirms its prior grant of liens on the Notes Collateral pursuant to the Security Documents to secure the New Notes. Each Guarantor reaffirms its Guarantee set forth in Article Ten of the Indenture with regard to such New Notes.

(4) Governing Law; Jury Trial Waiver. THIS FIRST SUPPLEMENTAL INDENTURE AND THE NEW NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW OR ANY SUCCESSOR TO SUCH STATUTE). EACH OF THE ISSUER, THE GUARANTORS, THE TRUSTEE AND THE COLLATERAL AGENT, AND EACH HOLDER OF A NEW NOTE BY ITS ACCEPTANCE THEREOF, 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 FIRST SUPPLEMENTAL INDENTURE, THE NEW NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(5) Counterparts. The parties may sign any number of copies of this First Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this First Supplemental Indenture. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. Counterparts may be delivered via facsimile, electronic mail (including via www.docusign.com and any other electronic signature covered by the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(6) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(7) The Trustee and the Collateral Agent. Each of the Trustee and the Collateral Agent accepts the amendment of the Indenture effected by this First Supplemental Indenture, but only upon the terms and conditions set forth in this First Supplemental Indenture. Neither the Trustee nor the Collateral Agent shall be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuer and the Guarantors.

(8) Ratification of Indenture; First Supplemental Indenture 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 First Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

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

ISSUER

KRONOS INTERNATIONAL, INC.

By: /s/ Tim C. Hafer
Name: Tim C. Hafer
Title: Chief Financial Officer

GUARANTORS

KRONOS WORLDWIDE, INC.

By: /s/ Tim C. Hafer
Name: Tim C. Hafer
Title: Chief Financial Officer

KRONOS LOUISIANA, INC.

By: /s/ Tim C. Hafer
Name: Tim C. Hafer
Title: Chief Financial Officer

KRONOS (US), INC.

By: /s/ Tim C. Hafer
Name: Tim C. Hafer
Title: Chief Financial Officer

[Signature page to First Supplemental Indenture]

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Trustee and Collateral Agent

By: /s/ Irina Golovashchuk
Name: Irina Golovashchuk
Title: Vice President

By: /s/ Annie Jaghatspanyan
Name: Annie Jaghatspanyan
Title: Vice President

[Signature page to First Supplemental Indenture]

ADDITIONAL NOTES PRIORITY JOINDER AGREEMENT

July 30, 2024

The undersigned (the “Additional Notes Priority Agent”) is the trustee for the holders of €75,000,000 aggregate principal amount of the Issuer’s (as defined below) 9.50% Senior Secured Notes due 2029 (the “Additional Notes”) wishing to become additional “Secured Parties” (the “New Secured Parties” and, together with the New Secured Parties (as defined in that certain Additional Notes Priority Joinder Agreement, dated as February 12, 2024 (the “Prior Joinder”), among the Additional Notes Priority Agent, the Grantors and the Agent), the “New Notes Secured Parties”) under the Pledge Agreement dated as of September 13, 2017 (as heretofore amended and/or supplemented, the “Pledge Agreement” (terms used without definition herein have the meanings assigned to such terms by the Pledge Agreement)), by and among each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto (collectively, jointly and severally, “Grantors” and each, individually, a “Grantor”) and **DEUTSCHE BANK TRUST COMPANY AMERICAS**, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

In consideration of the foregoing, the undersigned hereby:

(i) represents that the Additional Notes Priority Agent has been authorized by the New Secured Parties to become a party to the Pledge Agreement on behalf of the New Secured Parties under that certain Indenture, dated as of February 12, 2024 (the “Base Indenture”), as supplemented by that certain First Supplemental Indenture, dated as of July 30, 2024 (the “First Supplemental Indenture”; the Base Indenture, as supplemented by the First Supplemental Indenture, the “Indenture”), by and among Kronos International, Inc. (the “Issuer”), each of the guarantors identified therein, and Deutsche Bank Trust Company Americas, as trustee, collateral agent, paying agent, transfer agent and registrar (the obligations under such Additional Notes Priority Agreement and the Additional Notes issued pursuant thereto, the “Additional Obligations” and, together with the Additional Obligations (as defined in the Prior Joinder), the “Additional Notes Obligations”) and to act as the Additional Notes Priority Agent for the New Secured Parties;

(ii) (a) acknowledges that the Additional Notes Priority Agent is already a party to the Pledge Agreement, (b) agrees to act under the Pledge Agreement as an “Additional Notes Priority Agent” (as defined in the Pledge Agreement) for the New Notes Secured Parties from time to time in respect of the Additional Notes Obligations, (b) agrees, for itself and on behalf of the New Notes Secured Parties from time to time in respect of the Additional Notes Obligations, to all the terms and provisions of the Pledge Agreement and (c) shall have all the rights and obligations of an Additional Notes Priority Agent under the Pledge Agreement with respect to the New Notes Secured Parties. For the avoidance of doubt, the parties hereto acknowledge and agree that (A) the Additional Notes Priority Agent is serving as trustee and as Additional Notes Priority Agent in respect of both the Additional Obligations and the Additional Obligations (as defined in the Prior Joinder), which are obligations under the same Additional Notes Priority Debt Documents; (B) the indenture referenced in the Prior Joinder and the Indenture are the same Additional Notes

Priority Agreement; (C) the notes whose obligations constitute Additional Obligations (as defined in the Prior Joinder) and the Additional Notes are a single series of notes under the Indenture; and (D) the Additional Notes Priority Agent is a single trustee serving under both this Additional Notes Priority Joinder Agreement and the Prior Joinder for the New Notes Secured Parties in respect of the Additional Notes Obligations.

(iii) acknowledges that the Additional Notes Priority Agent and New Secured Parties have received a copy of the Pledge Agreement;

(iv) irrevocably appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Pledge Agreement as are delegated to the Pledgee by the terms thereof, together with all such powers as are reasonably incidental thereto; and

(v) accepts and acknowledges the terms of the Pledge Agreement applicable to it and the New Secured Parties and agrees to serve as Additional Notes Priority Agent for the New Secured Parties with respect to the Additional Obligations and agrees on its own behalf and on behalf of the New Secured Parties to be bound by the terms hereof applicable to holders of Additional 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 Pledge Agreement.

The name and address of the representative for purposes of Section 29 of the Pledge Agreement are as follows:

Deutsche Bank Trust Company Americas
Trust and Agency Services
1 Columbus Circle, 17th Floor
Mail Stop: NYC01-1710
New York, New York 10019
USA
Attn: Corporates Team, Kronos International Inc, AA6131
Facsimile: (732) 578-4635

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Additional Notes Priority Joinder Agreement to be duly executed by its authorized officer as of the date first written above.

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Trustee for the Additional Obligations,
as Additional Notes Priority Agent

By: /s/ Irina Golovashchuk
Name: Irina Golovashchuk
Title: Vice President

By: /s/ Sebastian Hidalgo
Name: Sebastian Hidalgo
Title: Assistant Vice President

[Signature Page to Joinder to Pledge Agreement]

ACCEPTED AND AGREED TO:
DEUTSCHE BANK TRUST COMPANY AMERICAS,
in its capacity as Agent

By: /s/ Irina Golovashchuk
Name: Irina Golovashchuk
Title: Vice President

By: /s/ Sebastian Hidalgo
Name: Sebastian Hidalgo
Title: Assistant Vice President

[Signature Page to Joinder to Pledge Agreement]
