

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 17, 2025

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.

On July 17, 2025, Kronos Worldwide, Inc. (“Kronos”), together with its direct or indirect operating subsidiaries Kronos Louisiana, Inc., Kronos (US), Inc., Kronos Canada, Inc., Kronos Europe NV, and Kronos Titan GmbH, entered into a fourth amendment (the “Fourth Amendment”) to its Credit Agreement dated as of April 20, 2021 (as previously amended, the “Credit Agreement”) with Wells Fargo Bank, National Association, as administrative agent, and the lenders a party thereto.

Among other things, the Fourth Amendment (i) increases the maximum borrowings under the Credit Agreement’s asset-based revolving credit facility (the “Global Revolver”) from \$300 million to \$350 million; (ii) increases the limit on Global Revolver borrowings by Kronos Europe NV from €30 million to €55 million; and (iii) increases the limit on Global Revolver borrowings by Kronos Titan GmbH from €60 million to €85 million.

Kronos is increasing the maximum borrowings under the credit facility to provide additional liquidity for general corporate purposes and to support near-term debt maturities, including approximately €75 million in outstanding 3.75% Senior Secured notes due in September 2025.

A copy of the Fourth Amendment is attached as Exhibit 10.1 to this Current Report and is incorporated herein by reference. The foregoing description of the Fourth Amendment does not purport to be complete and is qualified in its entirety by reference to the Fourth Amendment.

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

The information required by Item 2.03 contained in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Item No.	Description
10.1	<u>Fourth Amendment to Credit Agreement dated July 17, 2025 among Kronos Worldwide, Inc., Kronos Louisiana, Inc., Kronos (US), Inc., Kronos Canada, Inc., Kronos Europe NV, Kronos Titan GmbH, Wells Fargo Bank, National Association, as administrative agent, and the lenders a party thereto.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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 17, 2025

By: /s/ Tim C. Hafer

Tim C. Hafer,

Executive Vice President and Chief Financial Officer

**FOURTH AMENDMENT TO
CREDIT AGREEMENT**

THIS FOURTH AMENDMENT TO CREDIT AGREEMENT (this "Amendment") is entered into as of July 17, 2025, by and among the lenders, other than the New Lender (as hereinafter defined) identified on the signature pages hereof ("Existing Lenders"), **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), **CAPITAL ONE, NATIONAL ASSOCIATION** (the "New Lender"; and together with the Existing Lenders, the "Lenders"), **KRONOS WORLDWIDE, INC.**, a Delaware corporation ("Worldwide"), **KRONOS LOUISIANA, INC.**, a Delaware corporation ("Kronos Louisiana"), **KRONOS (US), INC.**, a Delaware corporation ("Kronos US"; together with Worldwide and Kronos Louisiana, are referred to hereinafter each individually as a "US Borrower", and individually and collectively, jointly and severally, as the "US Borrowers"), **KRONOS CANADA, INC.**, a Canadian corporation ("Canadian Borrower"), **KRONOS EUROPE NV**, a public limited company (*naamloze vennootschap / société anonyme*) ("Belgian Borrower") and **KRONOS TITAN GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) ("German Borrower"; together with US Borrowers, Canadian Borrower and Belgian Borrower, are referred to hereinafter each individually as a "Borrower", and individually and collectively as the "Borrowers").

WHEREAS, the Borrowers, Agent and Existing Lenders are parties to that certain Credit Agreement dated as of April 20, 2021 (as heretofore amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the parties hereto have agreed to amend the Credit Agreement in certain respects, in each case, subject to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Credit Agreement.

2. Amendments to Credit Agreement. Subject to the satisfaction of the conditions set forth in Section 4 below and in reliance on the representations and warranties set forth in Section 5 below, the Credit Agreement is hereby amended as follows:

(a) Section 1.1 to the Credit Agreement is hereby amended by adding the following new definitions in their appropriate alphabetical order as follows:

"Belgian Line Cap" means, as of any date of determination, the lesser of (a) the Belgian Maximum Revolver Amount, and (b) the Belgian Borrowing Base as of such date.

"Canadian Line Cap" means, as of any date of determination, the lesser of (a) the Canadian Maximum Revolver Amount, and (b) the Canadian Borrowing Base as of such date.

"Fourth Amendment Closing Date" means July 17, 2025.

“US Line Cap” means, as of any date of determination, the lesser of (a) the US Maximum Revolver Amount, and (b) the US Borrowing Base as of such date.

(b) The defined term of "Belgian Maximum Revolver Amount" set forth in Section 1.1 to the Credit Agreement is hereby amended and restated in its entirety as follows:

"Belgian Maximum Revolver Amount" means the lesser of (x) €55,000,000 decreased by the amount of reductions in the Belgian Revolver Commitments made in accordance with Section 2.4(c) of this Agreement and (y) the Maximum Revolver Amount less the sum of US Revolver Usage, Canadian Revolver Usage and German Revolver Usage at such time at such time.

(c) The defined term of "German Maximum Revolver Amount" set forth in Section 1.1 to the Credit Agreement is hereby amended and restated in its entirety as follows:

"German Maximum Revolver Amount" means the lesser of (x) €85,000,000 decreased by the amount of reductions in the German Revolver Commitments made in accordance with Section 2.4(c) of this Agreement and (y) the Maximum Revolver Amount less the sum of US Revolver Usage, Canadian Revolver Usage and Belgian Revolver Usage at such time.

(d) The defined term of "Maximum Revolver Amount" set forth in Section 1.1 to the Credit Agreement is hereby amended and restated in its entirety as follows:

"Maximum Revolver Amount" means \$350,000,000, decreased by the amount of reductions in the Revolver Commitments made in accordance with Section 2.4(c) of this Agreement.

(e) The defined term of "Tier 1 Jurisdiction" set forth in Section 1.1 to the Credit Agreement is hereby amended and restated in its entirety as follows:

"Tier 1 Jurisdiction" means the United States, Canada, Australia, Austria, Belgium, Denmark, Finland, France, Germany, Hong Kong, Israel, Japan, Luxembourg, New Zealand, the Netherlands, Norway, Singapore, Sweden and Switzerland, as such list of jurisdictions may be modified from time to time by Agent in its Permitted Discretion.

(f) The defined term of "Tier 2 Jurisdiction" set forth in Section 1.1 to the Credit Agreement is hereby amended and restated in its entirety as follows:

"Tier 2 Jurisdiction" means the British Virgin Islands, Cayman Islands, Cyprus, Italy, Malaysia, Mexico, Poland, Portugal, South Korea, Spain and Taiwan, as such list of jurisdictions may be modified from time to time by Agent in its Permitted Discretion.

(g) The defined term of "US Maximum Revolver Amount" set forth in Section 1.1 to the Credit Agreement is hereby amended and restated in its entirety as follows:

"US Maximum Revolver Amount" means \$350,000,000 increased, as provided in Section 2.14 and decreased by the amount of reductions in the US Revolver Commitments made in accordance with Section 2.4(c) of this Agreement.

(h) Section 2.1(g) to the Credit Agreement is hereby amended and restated in its entirety as follows:

(g) Anything to the contrary in this Section 2.1 notwithstanding, (i) at no time shall the sum of the US Revolver Usage and the Dollar Equivalent of the Canadian Revolver Usage, Belgian Revolver Usage and German Revolver Usage exceed the Maximum Revolver Amount, at no time shall the US Revolver Usage exceed the US Maximum Revolver Amount, at no time shall the Dollar Equivalent of the Canadian Revolver Usage exceed the Canadian Maximum Revolver Amount, at no time shall the Dollar Equivalent of the Belgian Revolver Usage exceed the Belgian Maximum Revolver Amount and at no time shall the Dollar Equivalent of the German Revolver Usage exceed the German Maximum Revolver Amount and (ii) at no time shall the aggregate amount of the German Borrowing Base and Belgium Borrowing Base exceed 50% of the Line Cap.

(i) Section 2.14(a) to the Credit Agreement is hereby amended and restated in its entirety as follows:

(a) At any time during the period from and after the Closing Date through but excluding the date that is the three (3) year anniversary of the Fourth Amendment Closing Date, at the option of Borrowers (but subject to the conditions set forth in clause (b) below), the US Revolver Commitments, the Maximum Revolver Amount and the US Maximum Revolver Amount may be increased by an amount in the aggregate for all such increases after the Fourth Amendment Closing Date of the US Revolver Commitments, the US Maximum Revolver Amount and the Maximum Revolver Amount not to exceed the Available Revolver Increase Amount. Agent shall invite each Lender to increase its US Revolver Commitments (it being understood that no Lender shall be obligated to increase its US Revolver Commitments) in connection with a proposed Increase at the interest margin proposed by Borrowers, and if sufficient Lenders do not agree to increase their US Revolver Commitments in connection with such proposed Increase, then Agent or Borrowers may invite any prospective lender who is reasonably satisfactory to Agent and Borrowers to become a Lender in connection with a proposed Increase. Any Increase shall be in an amount of at least \$5,000,000 and integral multiples of \$5,000,000 in excess thereof. Additionally, for the avoidance of doubt, it is understood and agreed that in no event shall the aggregate amount of the Increases to the US Revolver Commitments after the Fourth Amendment Closing Date exceed \$50,000,000.

(j) Schedule C-1 to the Credit Agreement is hereby amended and restated in its entirety as set forth on Schedule C-1 attached hereto.

3. No Novation. Each of the Loan Parties, the Agent and the Lenders acknowledges and agrees that the terms of this Amendment do not constitute a novation of the Credit Agreement and related Obligations arising thereunder, but rather an amendment of the terms of pre-existing Obligations and related agreements, as evidenced by this Amendment.

4. Conditions to Effectiveness of Amendments. This Amendment shall become effective as of the date first written above upon the satisfaction of the following conditions precedent:

(a) Each party hereto shall have executed and delivered this Amendment to Agent, and a copy of the attached Consent and Reaffirmation executed and delivered by Kronos International, Inc.;

(b) Agent shall have received copies of each of the other agreements, instruments, and other documents, fully executed where applicable, described in the closing list attached as Exhibit A hereto, each in form and substance reasonably acceptable to Agent;

(c) Upon the reasonable request of any Lender or Issuing Bank made at least ten days prior to the Closing Date, the Borrowers shall have provided to such Lender or Issuing Bank (i) the documentation and other information so requested in connection with applicable “know your customer” and anti-money-laundering rules and regulations, including the PATRIOT Act, in each case at least five days prior to the Fourth Amendment Closing Date, and (ii) a Beneficial Ownership Certification in relation to the Borrower and each Subsidiary that qualifies as a “legal entity customer” under the Beneficial Ownership Regulation; and

(d) No Default or Event of Default shall have occurred and be continuing.

5. Representations and Warranties. In order to induce Agent and Lenders to enter into this Amendment, each Borrower hereby represents and warrants to Agent and Lenders, after giving effect to this Amendment:

(a) All representations and warranties contained in the Credit Agreement and the other Loan Documents are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of this Amendment, in each case as if made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties were true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date);

(b) No Default or Event of Default has occurred and is continuing;

(c) the execution, delivery, and performance by each Borrower of this Amendment have been duly authorized by all necessary action on the part of such Borrower;

(d) the execution, delivery, and performance by each Borrower of this Amendment do not and will not (i) violate any material provision of federal, state, provincial, foreign or local law or regulation applicable to any Borrower, the Governing Documents of any Borrower, or any order, judgment, or decree of any court or other Governmental Authority binding on any Borrower, (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material agreement of any Borrower where any such conflict, breach or default could individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (iii) result in or require the creation or imposition of any Lien of any nature whatsoever upon any assets of any Borrower, other than Permitted Liens, or (iv) require any

approval of any holder of Equity Interests of a Borrower or any approval or consent of any Person under any material agreement of any Borrower, other than consents or approvals that have been obtained and that are still in force and effect and except, in the case of material agreements, for consents or approvals, the failure to obtain could not individually or in the aggregate reasonably be expected to cause a Material Adverse Effect; and

(e) This Amendment, and the Credit Agreement as amended hereby, constitute legal, valid and binding obligations of such Borrower and are enforceable against such Borrower in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

6. Expenses. Borrowers agree to pay on demand all Lender Group Expenses of Agent and Lenders in connection with the preparation, negotiation, execution, delivery and administration of this Amendment in accordance with the terms of the Credit Agreement.

7. New Lender Joinder.

(a) On the date hereof, the New Lender (i) hereby joins the Credit Agreement as a Lender and shall have the rights and obligations of a Lender under the Loan Documents (and shall, for the avoidance of doubt, constitute a "Lender" under this Amendment); (ii) represents and warrants that it is legally authorized to enter into this Amendment and the Credit Agreement; (iii) confirms that it has received copies of the Credit Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment; (iv) agrees that it will, independently and without reliance upon Agent or any other Lender, based upon such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking any action under the Loan Documents; (v) appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Loan Documents as are delegated to Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (vi) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

(b) In connection herewith, the New Lender will be allocated Revolver commitments as set forth on the attached Schedule C-1.

8. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, ETC. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK EXCEPT THAT SECTION 11 OF THIS AMENDMENT AND ANY NON-CONTRACTUAL OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH IT ARE GOVERNED BY GERMAN LAW. WITHOUT LIMITING THE FOREGOING, THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS (INCLUDING WITH RESPECT TO VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE) SET FORTH IN SECTION 12(b)-(e) (INCLUSIVE) OF THE CREDIT

9. Counterparts. This Amendment may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Amendment. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Amendment will be as effective as delivery of a manually executed counterpart of this Amendment.

10. Reference to and Effect on the Loan Documents.

(a) Upon and after the effectiveness of this Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to "the Credit Agreement", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby.

(b) Except as specifically set forth in this Amendment, the Credit Agreement and all other Loan Documents, have been duly executed and delivered by each Loan Party that is a party thereto and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed and shall constitute the legally valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

(c) Each Loan Party hereby expressly acknowledges the terms of this Amendment and reaffirms, as of the date hereof, its guarantee of the Obligations under the Loan Documents and its grant of Liens on the Collateral to secure the Obligations pursuant to the Loan Documents.

(d) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Agent or any Lender under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents. Each Borrower acknowledges and agrees that this Amendment constitutes a Loan Document.

11. Reaffirmation of Obligations. German Borrower (i) confirms to each of the Secured Parties that the German Global Assignment Agreement and the German Security Transfer Agreement, to the extent it is a party to those agreements, shall remain in full force and effect and the amendments made to the Loan Documents by this Amendment shall not affect the validity (*Wirksamkeit*) and enforceability (*Vollstreckbarkeit*) of the German Global Assignment Agreement in any way, (ii) agrees, that upon and after the effectiveness of this Amendment, the German Global Assignment Agreement and the German Security Transfer Agreement shall secure

any and all of the Obligations (including, without limitation, any such obligations owed to the Agent under the parallel debt undertaking under section 2.18 (*Parallel Debt (German Law Provisions)*) of the Credit Agreement and any such other obligation or liability to pay damages) which are or may become payable or owing in accordance with the Credit Agreement (including, but not limited to, any obligation based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*)) (the "Amended Secured Obligations", regardless of the definition of "Secured Obligations" contained in the German Global Assignment Agreement and/ or the German Security Transfer Agreement, including any amounts which exceed the obligations secured by the German Global Assignment Agreement and/ or the German Security Transfer Agreement prior to the date of this Amendment, and (iii) in particular with respect to the provisions of section 1210 paragraph 1 sentence 2 of the German Civil Code (*Bürgerliches Gesetzbuch*) hereby (A) confirms to each of the Secured Parties, that the German Bank Account Pledge Agreements shall remain in full force and effect and the amendments made to the Loan Documents by this Amendment shall not affect the validity (*Wirksamkeit*) and enforceability (*Vollstreckbarkeit*) of the German Bank Account Pledge Agreements in any way and (B) agrees, that upon and after the effectiveness of this Amendment, the German Bank Account Pledge Agreements shall secure any and all of the Amended Secured Obligations, regardless of the definition of "Secured Obligations" contained in the German Bank Account Pledge Agreements, including any amounts which exceed the obligations secured by the German Bank Account Pledge Agreements prior to the date of this Amendment.

12. Integration. This Amendment, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the matters contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

13. Severability. Each provision of this Amendment shall be severable from every other provision of this Amendment for the purpose of determining the legal enforceability of any specific provision.

14. No Waiver. This Amendment shall have no binding force or effect until all of the conditions to the effectiveness of this Amendment have been satisfied as set forth herein. The amendments set forth in Section 2 above are effective solely for the purposes set forth herein and shall be limited precisely as written and, except as expressly provided in this Amendment, shall not be deemed to (a) be a consent to any amendment, waiver or modification of any term or condition of the Credit Agreement or of any other Loan Document or (b) prejudice, impair or effect any right or remedies that Agent or the Lenders may have or may have in the future under or in connection with the Credit Agreement or any other Loan Document.

15. Further Assurances. Each Loan Party party hereto agrees to execute and deliver any documents, agreements, instruments, certificates, notices or any other arrangements and take any and all further action that, in each case, may be required under applicable law or that the Agent or the Required Lenders may request in order to effectuate to more fully reflect the intent of the parties hereto and the matters contemplated by this Amendment or the Credit Agreement (as amended by this Amendment) or any other Loan Documents.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized and delivered as of the date first above written.

US BORROWERS:

KRONOS WORLDWIDE, INC.,
a Delaware corporation

By: /s/ Tim C. Hafer _____
Name: Tim C. Hafer
Title: Executive Vice President and Chief Financial Officer

KRONOS LOUISIANA, INC.,
a Delaware corporation

By: /s/ Tim C. Hafer _____
Name: Tim C. Hafer
Title: Executive Vice President and Chief Financial Officer

KRONOS (US), INC.,
a Delaware corporation

By: /s/ Tim C. Hafer _____
Name: Tim C. Hafer
Title: Executive Vice President and Chief Financial Officer

CANADIAN BORROWER

KRONOS CANADA, INC.,
a Canadian corporation

By: /s/ Tim C. Hafer _____
Name: Tim C. Hafer
Title: Executive Vice President and Chief Financial Officer

BELGIAN BORROWER

KRONOS EUROPE NV,
a public limited company (*naamloze vennootschap /
société anonyme*)

By: /s/ Tim C. Hafer

Name: Tim C. Hafer

Title: Authorized Signatory

GERMAN BORROWER

KRONOS TITAN GMBH,
a limited liability company (*Gesellschaft mit
beschränkter Haftung*)

By: /s/ Ulrich Kabelac

Name: Ulric Kabelac

Title: Managing Director

By: /s/ Rainer Gruber

Name: Rainer Gruber

Title: Managing Director

AGENT AND LENDERS

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Agent, as Lead Arranger, and as Book Runner and as a Lender

By: /s/ Carl Schmitt
Name: Carl Schmitt
Its Authorized Signatory

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, as a Lender

By: /s/ Carmela Massari
Name: Carmela Massari
Its Authorized Signatory

WELLS FARGO BANK, NATIONAL ASSOCIATION, LONDON BRANCH, as a Lender

By: /s/ Alison Powell
Name: Alison Powell
Its Authorized Signatory

WELLS FARGO CAPITAL FINANCE (UK) LIMITED, as a Lender

By: /s/ Alison Powell
Name: Alison Powell
Its Authorized Signatory

DEUTSCHE BANK AG NEW YORK BRANCH, as
a Lender

By: /s/ Philip Tancorra
Name: Philip Tancorra
Its: Director

By: /s/ Lauren Danbury
Name: Lauren Danbury
Its: Vice President

Signature Page to Fourth Amendment to Credit Agreement

CAPITAL ONE, NATIONAL ASSOCIATION,
as a Lender

By: /s/ T. James Ranney
Name: T. James Ranney
Its: Duly Authorized Signatory

Signature Page to Fourth Amendment to Credit Agreement

CONSENT AND REAFFIRMATION

The undersigned hereby (i) acknowledge receipt of a copy of the foregoing Fourth Amendment to Credit Agreement (the "Amendment"); (ii) consent to each Borrower's execution and delivery of the Amendment; (iii) agree to be bound by the Amendment; and (iv) affirm that nothing contained therein shall modify in any respect whatsoever any Loan Documents (other than as specifically provided in the Amendment) to which the undersigned is a party and reaffirm that the Loan Documents to which it is a party shall continue to remain in full force and effect.

Although the undersigned have been informed of the matters set forth herein and have acknowledged and agreed to same, the undersigned understand that Agent and Lenders have no obligation to inform the undersigned of such matters in the future or to seek the acknowledgment or agreement of the undersigned to future amendments, waivers or consents, and nothing herein shall create such a duty.

Kronos International, Inc. (i) confirms to each of the Secured Parties that the German Global Assignment Agreement and the German Security Transfer Agreement, to the extent it is a party to those agreements, shall remain in full force and effect and the amendments made to the Loan Documents by the Amendment shall not affect the validity (*Wirksamkeit*) and enforceability (*Vollstreckbarkeit*) of the German Global Assignment Agreement in any way, (ii) agrees, that upon and after the effectiveness of the Amendment, the German Global Assignment Agreement and the German Security Transfer Agreement shall secure any and all of the Obligations (including, without limitation, any such obligations owed to the Agent under the parallel debt undertaking under section 2.18 (*Parallel Debt (German Law Provisions)*) of the Credit Agreement and any such other obligation or liability to pay damages) which are or may become payable or owing in accordance with the Credit Agreement (including, but not limited to, any obligation based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*)) (the "Amended Secured Obligations", regardless of the definition of "Secured Obligations" contained in the German Global Assignment Agreement and/ or the German Security Transfer Agreement, including any amounts which exceed the obligations secured by the German Global Assignment Agreement and/ or the German Security Transfer Agreement prior to the date of the Amendment, and (iii) in particular with respect to the provisions of section 1210 paragraph 1 sentence 2 of the German Civil Code (*Bürgerliches Gesetzbuch*) hereby (A) confirms to each of the Secured Parties, that the German Bank Account Pledge Agreements shall remain in full force and effect and the amendments made to the Loan Documents by the Amendment shall not affect the validity (*Wirksamkeit*) and enforceability (*Vollstreckbarkeit*) of the German Bank Account Pledge Agreements in any way and (B) agrees, that upon and after the effectiveness of this Amendment, the German Bank Account Pledge Agreements shall secure any and all of the Amended Secured Obligations, regardless of the definition of "Secured Obligations" contained in the German Bank Account Pledge Agreements, including any amounts which exceed the obligations secured by the German Bank Account Pledge Agreements prior to the date of the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Reaffirmation on and as of the date of the Amendment.

KRONOS INTERNATIONAL, INC.

By: /s/ Tim C. Hafer
Name: Tim C. Hafer
Title: Executive Vice President and Chief Financial Officer

LOUISIANA PIGMENT COMPANY, L.P.

By: /s/ Tim C. Hafer
Name: Tim C. Hafer
Title: Executive Vice President and Chief Financial Officer

KRONOS LPC, LLC

By: /s/ Tim C. Hafer
Name: Tim C. Hafer
Title: Executive Vice President and Chief Financial Officer