

MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to r
particulars of a charge for a s
company. To do this, please
form MG01s

TUESDAY



L002JX4Y

LD3

13/12/2011

#73

COMPANIES HOUSE

1

Company details

Company number 0 0 8 9 5 1 7 0

Company name in full Compugraphics International Limited (the "Company")

1 2 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by "

2

Date of creation of charge

Date of creation d2 d9 m1 m1 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Fixed and Floating Security Document (the "**Security Document**") dated 29 November 2011
between the Company, OM Group Ultra Pure Chemicals Limited, OMG UK Limited (as the
"**Chargors**") and Bank of America, N A (the "**Administrative Agent**", as administrative agent
under the Credit Agreement (as defined in note (1) of the continuation pages))

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The Secured Obligations, which are defined in the Security
Document, in respect of each Chargor, as the Obligations of such
Chargor under the Non-US Guaranty

**Please see note (1) of the continuation pages for definitions (to
the extent not already defined).**

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name Bank of America, N A. as Administrative Agent

Address 135 S LaSalle St.

Chicago, Illinois

Postcode 6 0 6 0 3

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars Please see attached continuation pages

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Linklaters LLP

X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Laurence Coman

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 LONDON/CITY

Telephone 020 7456 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

COMPUGRAPHICS INTERNATIONAL LIMITED (00895170)

Continuation page (1)

1 FIXED CHARGES

The Company, with full title guarantee and as security for the payment of all Secured Obligations (whether of the Company or any other Chargor), charges in favour of the Administrative Agent (as trustee for the Secured Parties)

- (a) by way of first legal mortgage, all Material Real Property in England and Wales now belonging to it,
- (b) by way of first fixed equitable charge, all other Material Real Property now belonging to it and all Material Real Property acquired by it in the future, and
- (c) by way of first fixed charge, all its present and future
 - (i) uncalled capital and goodwill,
 - (ii) Intellectual Property (including that described in Schedule 2 (*Intellectual Property*) of the Security Document),
 - (iii) beneficial interest in any pension fund,
 - (iv) plant and machinery (except that mortgaged or charged by paragraph (a) or (b) of Clause 3 of the Security Document), and
 - (v) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits

2 FLOATING CHARGE

2.1 Creation

The Company, with full title guarantee and as security for the payment of all Secured Obligations (whether of the Company or any other Chargor), charges in favour of the Administrative Agent (as trustee for the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed charges*) of the Security Document) other than in relation to any interest, present and/or future, in any real property, which is not Material Real Property

2.2 Qualifying Floating Charge

- (a) The floating Charge created by the Company pursuant to Clause 4.1 (*Creation*) of the Security Document above is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act

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- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Security Document and the Administrative Agent may appoint an Administrator of the Company pursuant to that paragraph

Please see Note (1) of the continuation pages for definitions (to the extent not already defined).

Note (1)

In this Form, except to the extent that the context requires otherwise

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986

"AC Swing Line Loan" means a Swing Line Loan denominated in the Alternative Currency

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified

"Alternative Currency" means Euro

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 10.06(b) of the Credit Agreement), and accepted by the Administrative Agent, in substantially the form of Exhibit E-1 to the Credit Agreement or any other form approved by the Administrative Agent

"Bank Accounts" of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts

"Book Debts" of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Borrowers" means the Company and the Dutch Borrower (each a **"Borrower"**)

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"Cash Management Agreement" means any agreement governing the provision of treasury or cash management services, including deposit accounts, overnight draft, credit or debit cards, purchase cards, funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting and trade finance services and other cash management services

"Cash Management Bank" means any Person that is a Lender or an Affiliate of a Lender, in its capacity as a party to a Cash Management Agreement, or any Person that, at the time it enters into a Cash Management Agreement, is a Lender or an Affiliate of a Lender

"Closing Date" means the first date all the conditions precedent in Section 4 01 of the Credit Agreement are satisfied or waived in accordance with Section 10 01 of the Credit Agreement

"Code" means the Internal Revenue Code of 1986, as amended

"Collateral" means all of the "Collateral" and "Mortgaged Property" or "Trust Property" or other similar term referred to in the Collateral Documents and all of the other property that is or is intended under the terms of the Collateral Documents to be subject to Liens in favour of the Administrative Agent for the benefit of the Secured Parties

"Collateral Agent" means the Administrative Agent acting in the capacity of collateral agent

"Collateral Documents" means, collectively, the Security Agreement, the Intellectual Property Security Agreements, the Mortgages and other security documents as may be executed and delivered to the Administrative Agent pursuant to Sections 6 13, 6 14 and 6 15 of the Credit Agreement and each of the other agreements, instruments or documents that create or purport to create a Lien in favour of the Collateral Agent for the benefit of the Secured Parties

"Company" means OM Group, Inc , a Delaware corporation

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise **"Controlling"** and **"Controlled"** have meanings correlative thereto

"Credit Agreement" means the credit agreement dated as of 2 August 2011, between OM GROUP, INC and HARKO C V as borrowers, BANK OF AMERICA, N A , as administrative agent, swing line lender and L/C issuer, the other lenders party thereto, MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, PNC CAPITAL MARKETS LLC and BNP SECURITIES CORP as joint arrangers, and joint bookrunners

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"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally

"Dollar" and **"\$"** mean lawful money of the United States

"Dutch Borrower" means HARKO C V, a limited partnership (commanditaire vennootschap) organised under the laws of the Netherlands

"Excluded Subsidiary" means (i) each of the Subsidiaries set forth on Schedule 1.01(c) of the Credit Agreement, (ii) with respect to the Obligations of the Company, any Foreign Subsidiary that is a controlled foreign corporation within the meaning of Section 957(a) of the Code (a **"CFC"**) or any Subsidiary of such CFC, (iii) any Subsidiary that is a disregarded entity for United States federal income purposes and has no material assets other than the equity interests of a CFC, or (iv) any Immaterial Subsidiary

"Existing Letters of Credit" means the transactions listed on Schedule 1.01(a) of the Credit Agreement

"Fee Letter" means the letter agreement, dated July 4, 2011, among the Company, the Administrative Agent and the Lead Arrangers

"Fiscal Quarter" means each fiscal quarter of the Company and its Subsidiaries

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"Foreign Subsidiary" means any Subsidiary that is organized under the laws of a jurisdiction other than the United States, a State thereof or the District of Columbia

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank)

"Guarantors" means each of the U S Guarantors and the Non-U S Guarantors, as applicable

"Guaranty" means the U S Guaranty and the Non-U S Guaranty, as applicable

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"Hedge Bank" means any Person that is a Lender or an Affiliate of a Lender, in its capacity as a party to a Swap Contract, or any Person that was a Lender or an Affiliate of a Lender at the time such Person entered into such Swap Contract

"Immaterial Subsidiary" means any Subsidiary of the Company that (a) did not, as of the last day of the Fiscal Quarter of the Company most recently ended, have assets with a value in excess of 3.0% of the total assets or revenues representing in excess of 3.0% of total revenues of the Company and its Subsidiaries, in each case, on a consolidated basis as of such date, and (b) taken together with all Immaterial Subsidiaries as of the last day of the Fiscal Quarter of the Company most recently ended, did not have assets with a value in excess of 7.5% of total assets or revenues representing in excess of 7.5% of total revenues of the Company and its Subsidiaries, in each case, on a consolidated basis as of such date

"Insolvency Act" means the Insolvency Act 1986 (as amended or re-enacted)

"Insurances" of a Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest

"Intellectual Property" of a Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

"Intellectual Property Security Agreement" means, collectively, the Copyright Security Agreement, the Trademark Security Agreement and the Patent Security Agreement, in each case, as defined and to the extent required by the applicable Security Agreement, together with each other intellectual property security agreement executed and delivered pursuant to Section 6.13 of the Credit Agreement or the applicable Security Agreement

"Issuer Documents" means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the L/C Issuer and the Company (or any Subsidiary) or in favour of the L/C Issuer and relating to such Letter of Credit

"Issuing Bank" means, with respect to the Existing Letters of Credit, means the Issuing Bank with respect to such Existing Letters of Credit set forth on Schedule 1.01(a) of the Credit Agreement

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"L/C Issuer" means Bank of America in its capacity as issuer of Letters of Credit under the Credit Agreement, or any successor issuer of Letters of Credit under the Credit Agreement, and, solely with respect to the Existing Letters of Credit, mean the "Issuing Bank" with respect to such Existing Letters of Credit set forth on Schedule 1.01(a) of the Credit Agreement

"Laws" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law

"Lead Arrangers" means Merrill Lynch, Pierce, Fenner & Smith Incorporated, PNC Capital Markets LLC and BNP Paribas Securities Corp., in their capacities as joint lead arrangers and joint bookrunning managers

"Lenders" means each lender from time to time party to the Credit Agreement and, as the context requires, includes the L/C Issuer and the Swing Line Lender

"Letter of Credit" means any letter of credit issued under the Credit Agreement and shall include the Existing Letters of Credit. A Letter of Credit may be a commercial letter of credit or a standby letter of credit. Letters of Credit may be issued in Dollars or in an Alternative Currency

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the L/C Issuer

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing)

"Loan" means an extension of credit by a Lender to a Borrower under Article II of the Credit Agreement in the form of a Term Loan, a New Term Loan, a Revolving Loan, a New Revolving Credit Loan or a Swing Line Loan (including an AC Swing Line Loan)

"Loan Documents" means the Credit Agreement, each Note, each Issuer Document, the Fee Letter, the Guaranties and the Security Agreements

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"Loan Parties" means, collectively, the Company, the Dutch Borrower and each other Guarantor

"Material Real Property" means fee owned real property with a fair market value in excess of \$5,000,000

"Mortgage" means a mortgage or deed of trust creating and evidencing a Lien on a Mortgaged Property, which shall be in a form reasonably satisfactory to the Administrative Agent, in each case, with such schedules and including such provisions as shall be necessary to conform such document to applicable local law

"Mortgaged Property" means the real property that is owned by any Loan Party on the Closing Date listed on Schedule 5.07(b) of the Credit Agreement and any Material Real Property acquired after the Closing Date

"New Revolving Credit Loans" has the meaning specified in Section 2.15(b) of the Credit Agreement

"New Term Loans" has the meaning specified in Section 2.15(c) of the Credit Agreement

"Non-U.S. Guarantors" means each of the Guarantors identified on Schedule I of the Credit Agreement, and each Person that executes a Non-U.S. Guaranty and joins this Agreement as a Non-U.S. Guarantor pursuant to the terms of Section 6.13 of the Credit Agreement, but shall in no event include any Excluded Subsidiary or any Unrestricted Subsidiary

"Non-U.S. Guaranty" means the Guaranty made by the Company and the Non-U.S. Guarantors in respect of the Obligations of the Dutch Borrower in favour of the Secured Parties, substantially in the form of Exhibit F-1 to the Credit Agreement, together with each other guaranty and guaranty supplement in respect of the Obligations of the Dutch Borrower delivered pursuant to Section 6.13 of the Credit Agreement

"Note" means a promissory note made by a Borrower in favour of a Lender evidencing Loans made by such Lender to such Borrower, substantially in the form of Exhibit C-1 or Exhibit C-2 of the Credit Agreement, as applicable

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"Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of any Loan Party arising under any Loan Document or otherwise with respect to a Loan, Secured Cash Management Agreement or Secured Hedge Agreement, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party of any proceeding under any Debtor Relief Laws naming such Loan Party as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity

"Revolving Loan" means a Loan made pursuant to Section 2 01(d), Section 2 01(e) or Section 2 15 (a) of the Credit Agreement or, as the context requires, the outstanding principal amount thereof

"Secured Cash Management Agreement" means any Cash Management Agreement by and between the Company or any of its Subsidiaries and any Cash Management Bank

"Secured Hedge Agreement" means any Swap Contract by and between the Company or any of its Subsidiaries and any Hedge Bank

"Secured Obligations" means, in respect of each Chargor, the Obligations of such Chargor in connection with the Non-U S Guaranty

"Secured Parties" means, collectively, Administrative Agent, the Lenders, the Hedge Banks, the Cash Management Banks, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9 05 of the Credit Agreement and the other Persons the Obligations owing to which are or are purported to be secured by the Collateral under the terms of the Collateral Documents to be secured by the Collateral under the terms of the Collateral Documents

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

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"Security Agreement" means, collectively, the security agreement dated the date of the Credit Agreement among the Company, each Subsidiary thereof which is named therein and organized and existing under the laws of a United States jurisdiction and the Administrative Agent, the Intellectual Property Security Agreements and each other Collateral Document executed and delivered pursuant to Section 4 01, Section 6 13, Section 6 14 and Section 6 15 of the Credit Agreement, each in form and substance reasonably acceptable to the Administrative Agent, to secure the Obligations of each Loan Party under its respective Loan Documents

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Company

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc , any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a **"Master Agreement"**), including any such obligations or liabilities under any Master Agreement

"Swing Line Lender" means Bank of America in its capacity as provider of Swing Line Loans, or any successor swing line lender under the Credit Agreement

"Swing Line Loan" has the meaning specified in Section 2 04(a) of the Credit Agreement, and shall include each AC Swing Line Loan

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"Term A Commitment" means, as to each Term A Lender, its obligation to make Term A Loans to the Company pursuant to Section 2.01(a) of the Credit Agreement in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Term A Lender's name on Schedule 2.01 of the Credit Agreement under the caption **"Term A Commitment"** or opposite such caption in the Assignment and Assumption pursuant to which such Term A Lender becomes a party to the Credit Agreement, as applicable, as such amount may be adjusted from time to time in accordance with the Credit Agreement. The aggregate amount of Term A Commitments as of the Closing Date is \$100,000,000.

"Term A Facility" means, at any time, (a) on or prior to the Closing Date, the aggregate amount of the Term A Commitments at such time and (b) thereafter, the aggregate principal amount of the Term A Loans of all Term A Lenders outstanding at such time.

"Term A Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Term A Commitment at such time and (b) at any time after the Closing Date, any Lender that holds Term A Loans at such time.

"Term A Loan" means an advance made by any Term A Lender under the Term A Facility.

"Term B Dollar Commitment" means, as to each Term B Dollar Lender, its obligation to make Term B Dollar Loans to the Dutch Borrower pursuant to Section 2.01(b) of the Credit Agreement in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 of the Credit Agreement under the caption **"Term B Dollar Commitment"** or opposite such caption in the Assignment and Assumption pursuant to which such Term B Dollar Lender becomes a party to the Credit Agreement, as applicable, as such amount may be adjusted from time to time in accordance with the Credit Agreement. The aggregate amount of Term B Dollar Commitments as of the Closing Date is \$350,000,000.

"Term B Dollar Facility" means, at any time, (a) on or prior to the Closing Date, the aggregate amount of the Term B Dollar Commitments at such time and (b) thereafter, the aggregate principal amount of the Term B Dollar Loans of all Term B Dollar Lenders outstanding at such time.

"Term B Dollar Lender" means at any time, (a) on or prior to the Closing Date, any Lender that has a Term B Dollar Commitment at such time and (b) at any time after the Closing Date, any Lender that holds Term B Dollar Loans at such time.

"Term B Dollar Loan" means an advance made by any Term B Dollar Lender under the Term B Dollar Facility.

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"Term B Euro Commitment" means, as to each Term B Euro Lender, its obligation to make Term B Euro Loans to the Dutch Borrower pursuant to Section 2.01(c) of the Credit Agreement in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 of the Credit Agreement under the caption **"Term B Euro Commitment"** or opposite such caption in the Assignment and Assumption pursuant to which such Term B Euro Lender becomes a party to the Credit Agreement, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The aggregate amount of Term B Euro Commitments as of the Closing Date is €175,000,000.

"Term B Euro Facility" means, at any time, (a) on or prior to the Closing Date, the aggregate amount of the Term B Euro Commitments at such time and (b) thereafter, the aggregate principal amount of the Term B Euro Loans of all Term B Euro Lenders outstanding at such time.

"Term B Euro Lender" means at any time, (a) on or prior to the Closing Date, any Lender that has a Term B Euro Commitment at such time and (b) at any time after the Closing Date, any Lender that holds Term B Euro Loans at such time.

"Term B Euro Loan" means an advance made by any Term B Euro Lender under the Term B Euro Facility.

"Term B Loan" means either a Term B Dollar Loan or a Term B Euro Loan.

"Term Loan" means a Term A Loan or a Term B Loan.

"United States" and **"U.S."** mean the United States of America.

"Unrestricted Subsidiary" means any Subsidiary of the Company (other than any Borrower or any Guarantor as of the Closing Date (or any Person required to become a Guarantor after the Closing Date) designated by the board of directors of the Company as an Unrestricted Subsidiary pursuant to Section 6.16 of the Credit Agreement subsequent to the date of the Credit Agreement.

"U.S. Guarantors" means each of the Guarantors identified on Schedule II of the Credit Agreement, and each Person that executes a U.S. Guaranty and joins the Credit Agreement as a U.S. Guarantor pursuant to the terms of Section 6.13 of the Credit Agreement, but shall in no event include any Excluded Subsidiary or any Unrestricted Subsidiary.

"U.S. Guaranty" means the Guaranty made by the U.S. Guarantors in respect of the Obligations of the Company in favour of the Secured Parties, substantially in the form of Exhibit F-2 of the Credit Agreement, together with each other guaranty and guaranty supplement in respect of the Obligations of the Company delivered pursuant to Section 6.13 of the Credit Agreement.

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

COMPUGRAPHICS INTERNATIONAL LIMITED (00895170)

Continuation page (12)

Note (2):

The Intellectual Property specified in Schedule 2 (*Intellectual Property*) of the Security Document is as follows

Registered proprietor	Country	Mark	Registration Date	Registration Number	Status
Rhodia Chimie	Canada	ALUSEC	3/23/1989	353477	Registered
Rhodia Chimie	Canada	ZIRCOMPLEX	3/23/1989	353432	Registered
OMG UK	Japan	MANOBOND	9/29/1986	1889332	Registered
OMG UK	PK	MANOSEC-Rhodia	4/13/1983	79445	Registered
OMG UK	U K	MANOSEC	9/25/1964	862400	Registered
OMG UK	U K	MANOSEC	9/25/1964	862401	Registered
Rhodia Chimie	Canada	MANOSEC-Rhodia	12/2/1988	348479	Registered
OMG UK	U K	MANOMET	6/13/1962	830008	Registered
OMG UK	U K	MANOCAT	9/9/1983	1203162	Registered
OMG UK	India	ULTRA-DRI	1/15/2006	1383486	Registered
OMG UK	Japan	ULTRA-DRI	9/8/2006	4986355	Registered
OMG UK	Europe	ULTRA-SET	7/24/2006	458769	Registered
OMG UK	Canada	ULTRA-SET	4/10/2010	778901	Registered
OMG UK	India	ULTRA-SET	1/15/2006	1383487	Registered
OMG UK	Japan	ULTRA-SET	9/8/2006	4986354	Registered
Rhodia Chimie	Canada	MANOSPERS E	11/25/1988	348436	Registered

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

COMPUGRAPHICS INTERNATIONAL LIMITED (00895170)

Continuation page (13)

OMG UK	U K	MANOSPERS E	1/26/1956	745902	Registered
OMG UK	U K	MANOFIL	5/25/1976	1039199	Registered
OMG UK	U K	MANOBLEND			Proposed
OMG UK	India	Ultra-Dri		1383486	Pending
OMG UK	European Union (CTM)	Ultra-Set	7/24/2006	4584769	Registered
OMG UK	India	Ultra-Set		1383487	
OMG UK	Canada	Ultra-Set		1267392	

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

COMPUGRAPHICS INTERNATIONAL LIMITED (00895170)

Continuation page (14)

Note (3):

The Security Document provides that

1 Security

Other than pursuant to the Security Document and the Permitted Security, the Company shall not create or permit to subsist any Security over any Charged Asset belonging to it, nor do anything else prohibited by Section 7.01 (*Liens*) of the Credit Agreement, except as permitted by that provision

2 Disposal

The Company shall (nor shall the Company agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted under the Credit Agreement or for a disposal in the ordinary course of trade of assets which are not then subject or expressed to be subject to a fixed Charge and the disposal of which is not prohibited by any Loan Document

3 Conversion by Notice

The Administrative Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the relevant Chargor specifying the relevant Charged Assets (either generally or specifically)

- (a) if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
- (b) while an Enforcement Event is continuing

4 Automatic Conversion:

If

- (a) the Company takes any step to create any Security in breach of Clause 5.1 (*Security*) of the Security Document over any of the Charged Assets not subject to a fixed Charge, or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

COMPUGRAPHICS INTERNATIONAL LIMITED (00895170)

Continuation page (15)

For the purpose of this Note (3):

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document

"Chargor A" means the Company

"Chargor C" means the OMG UK Limited

"Credit Agreement" means the credit agreement dated as of 2 August 2011, between OM GROUP, INC and HARKO C V as borrowers, BANK OF AMERICA, N A, as administrative agent, swing line lender and L/C issuer, the other lenders party thereto, MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, PNC CAPITAL MARKETS LLC and BNP SECURITIES CORP as joint arrangers, and joint bookrunners

"Enforcement Event" means the Administrative Agent exercising any of its rights under Section 8 02 (*Remedies Upon Event of Default*) of the Credit Agreement

"Permitted Security" means the security interest created and/or permitted (as applicable) pursuant to

- (a) the deed of charge dated 25 November 2002 between Chargor C and Barclays Bank Plc,
- (b) the standard security dated 30 July 2004 between Chargor A and Credit Suisse First Boston, and
- (c) Section 7 01 of the Credit Agreement



4/C

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 895170
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 29 NOVEMBER 2011 AND CREATED BY
COMPUGRAPHICS INTERNATIONAL LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM ANY LOAN
PARTY UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 13 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 DECEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES