

100464/26

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**



L13 29/01/2016 #226
COMPANIES HOUSE

1 Company details

Company number 00895170

Company name in full COMPUGRAPHICS INTERNATIONAL LIMITED

For official use

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 28/01/2016

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Barclays Bank PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description	
Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
	Not applicable	
5	Other charge or fixed security	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ¹	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	¹ This statement may be filed after the registration of the charge (use form MR06)
9	Signature	
Signature	Please sign the form here <div style="border: 1px solid black; padding: 5px;"> Signature X <i>Latham & Watkins</i> X </div> This form must be signed by a person with an interest in the charge	

MR01

Particulars of a charge



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. The contact information you give will be visible to searchers of the public record.

Contact name Sophia Maxwell-Yates

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country United Kingdom

DX

Telephone 0207 710 5845



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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 895170

Charge code: 0089 5170 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th January 2016 and created by **COMPUGRAPHICS INTERNATIONAL LIMITED** was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th January 2016.

1

Given at Companies House, Cardiff on 3rd February 2016



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

I certify that, save for the material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration under section 859A of the Companies Act 2006 is a correct copy of the original security instrument.

28/01/2016 *S. Smith* EXECUTION VERSION
SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 28 January 2016

BETWEEN

- (1) **COMPUGRAPHICS INTERNATIONAL LIMITED**, a company incorporated in England and Wales with registered number 895170,
 - (2) **OM GROUP ELECTRONIC CHEMICALS UK, LTD.**, a company incorporated in England and Wales with registered number 9017432
- (each a "New Chargor" and together the "New Chargors"), and
- (3) **BARCLAYS BANK PLC**, as security trustee for itself and the other Secured Parties (the "Collateral Agent")

RECITAL:

This deed is supplemental to a debenture dated 13 July 2015 between, amongst others, the Chargors named therein and the Collateral Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the "Debenture")

NOW THIS DEED WITNESSES as follows

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the "Debenture" and other similar expressions were references to this deed

2. ACCESSION OF NEW CHARGORS

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor

2.2 Covenant to pay

Each New Chargor as primary obligor covenants with the Collateral Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment

2.3 Specific Security

- (a) Each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Collateral Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest

- (i) by way of first legal mortgage all Property now belonging to or vested in it, and
- (ii) by way of fixed charge
 - (A) all other interests (not charged under Clause 2 3(a)(i) in any Property and the benefit of all other agreements relating to land,
 - (B) all of its rights, title and interest in the Intellectual Property,
 - (C) all of its rights, title and interest in the Equipment,
 - (D) all the Investments, Shares and all corresponding Related Rights,
 - (E) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables,
 - (F) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts,
 - (G) all monies standing to the credit of the Operating Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts,
 - (H) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,
 - (I) its goodwill and uncalled capital, and
 - (J) if not effectively assigned by Clause 2 4 (*Security Assignment*), all its rights and interests in (and claims under) the Insurance Policies and the Assigned Agreements

2 4 Security Assignment

As further security for the payment of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee to the Collateral Agent all its rights, title and interest in

- (a) the Insurance Policies, and
- (b) the Assigned Agreements,

(subject in each case to reassignment by the Collateral Agent to each New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations)

2 5 Floating charge

- (a) Subject to paragraph 2 5(b) below, as further continuing security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Collateral Agent by way of first floating charge all its present and future assets, undertakings and rights
- (b) Any assets listed in paragraphs 3(i), 3(k), 7(b), 9(c) or 10(f) of the Agreed Security Principles, which are expressly stated not to be intended to be the subject of any Security under and in accordance with the Credit Agreement or the Agreed Security

Principles, will be excluded from the floating charge granted pursuant to clause 2 5(a)

- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed

2 6 Assets excluded from Security

- (a) There shall be excluded from the charge created by Clause 2 3 (*Specific Security*), any assignment under Clause 2 4 (*Security Assignment*) and from the operation of Clauses 3 4 (*Conversion of Floating Charge*) or 4 (*Further Assurance*), both of the Debenture, all assets the subject of paragraphs 3(i), 3(k), 7(b), 9(c) or 10(f) of the Agreed Security Principles and any other assets which are expressed not to be intended to be the subject of any Security under and in accordance with the Credit Agreement or the Agreed Security Principles
- (b) Each New Chargor shall use its commercially reasonable efforts to obtain any consent required to secure, charge, assign or pledge any Investments, Shares and all corresponding Related Rights not otherwise the subject of any Security as a consequence of Clause 2 6(a)

3. NEGATIVE PLEDGE

Each New Chargor may not

- (a) create or agree to create or permit to subsist any Security over all or any part of the Charged Property,
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 2 5 (*Floating Charge*) on arm's length terms in the ordinary course of business) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted or not otherwise prohibited by the Loan Documents or with the prior consent of the Collateral Agent

4. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this deed
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed

5 DESIGNATION AS A LOAN DOCUMENT

This deed is designated as a Loan Document

6. FAILURE TO EXECUTE

Failure by one or more parties ("Non-Signatories") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute

this Deed Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions

7. NOTICES

Each New Chargor confirms that any communication to be made under or in connection with this Deed shall be made in accordance with section 11.02 (*Notices and Other Communications, Facsimile Copies*) of the Credit Agreement

8. GOVERNING LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law

IN WITNESS whereof this deed has been duly executed on the date first above written

SCHEDULE 1

PROPERTIES

Registered Land

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold	Title No.
----------------	--	-------------------------------	------------------------------	------------------

None at the date of this Deed

Unregistered Land

Chargor	County and District (or London Borough)	Address or description	Freehold or Leasehold
----------------	--	-------------------------------	------------------------------

None at the date of this Deed

SCHEDULE 2

SHARES AND INVESTMENTS

Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
None at the date of this Deed		

Investments

Name of Chargor which holds the investments	Name of issuer	Number and description of investments
None at the date of this Deed		

SCHEDULE 3

INTELLECTUAL PROPERTY

Part 1

Patent and Patent Applications

Name of Chargor	Territory	Patent No. / Application No	Date of Registration/ Application
------------------------	------------------	--	--

None at the date of this Deed

Part 2

Trade Marks and Trade Mark Applications

Name of Chargor	Territory	Trade Marks	Class No.	Registration No / Application No.	Date of Registration/ Application
----------------------------	------------------	--------------------	------------------	--	--

None at the date of this Deed

Part 3

Registered Designs and Applications for Registered Designs

Name of Chargor	Territory	Design	Patent No. / Application No.	Date of Registration/ Application
----------------------------	------------------	---------------	---	--

None at the date of this Deed

Part 4

Copyright Works and Unregistered Designs

Name of Chargor	Description	Date of Creation	Author
------------------------	--------------------	-------------------------	---------------

None at the date of this Deed

Part 5
Other Intellectual Property of the Chargor

None at the date of this Deed

Part 6
Intellectual Property Licences

Name of Chargor	Description of Intellectual Property Licences	Licensor	Date of Licence	Duration of Licence
----------------------------	--	-----------------	------------------------	--------------------------------

None at the date of this Deed

SCHEDULE 5

BANK ACCOUNTS - OPERATING ACCOUNTS

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Compugraphics International Limited	Bank Mendes Gans NV Postbus 198, 1000AD, Amsterdam	REDACTED	BKMGNL2A
Compugraphics International Limited	Bank Mendes Gans NV Postbus 198 1000AD Amsterdam	REDACTED	BKMGNL2A
Compugraphics International Limited	Barclays Bank PLC Luton Corporate Bank Centre Eagle Point PO Box 729 Luton LU1 3US	REDACTED	BARCGB22
OM Group Electronic Chemicals UK, Ltd	JP Morgan Chase Bank Chaseside Bournemouth UK BH7 7DA	REDACTED	CHASGB2L
OM Group Electronic Chemicals UK, Ltd	JP Morgan Chase Bank Chaseside Bournemouth UK BH7 7DA	REDACTED	CHASGB2L
OM Group Electronic Chemicals UK, Ltd	JP Morgan Chase Bank Chaseside Bournemouth UK BH7 7DA	REDACTED	CHASGB2L

SCHEDULE 6
INSURANCE POLICIES

Name of Chargor	Insurer	Policy Number	Type of Risk Insured
None at the date of this Deed			

SIGNATORIES TO SECURITY ACCESSION DEED

NEW CHARGOR

EXECUTED as a DEED by

COMPUGRAPHICS INTERNATIONAL LIMITED *acting by*

Frank J. Monteiro as Director

REDACTED

Witness

Name

Address

Occupation

Notice Details

Address:

C/O MacDermid Incorporated

245 Freight Street

Waterbury, Connecticut

06702

Attention.

Frank J. Monteiro

[Signature page to Security Accession Deed]

NEW CHARGOR

EXECUTED as a DEED by

OM GROUP ELECTRONIC CHEMICALS UK LTD. acting by

Frank J. Monteiro as Director

REDACTED

Witness Jesse Costa

Name Jesse Costa

Address REDACTED

Occupation Attorney

Notice Details

Address C/O MacDermid Incorporated

245 Freight Street

Waterbury, Connecticut

06702

Attention Frank J. Monteiro

THE COLLATERAL AGENT

BARCLAYS BANK PLC acting by

Christopher R Lee as Vice President

REDACTED

Notice Details

Address Barclays Bank PLC
745 Seventh Avenue, 24th Floor
New York, NY 10019

Facsimile +1 (212) 525-5115

Attention Christopher R Lee

Email christopher r lee@barclays.com, ltmny@barclays.com

[Signature page to Security Accession Deed]