

MG01

Particulars of a mortgage or charge

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A fee is payable with this form

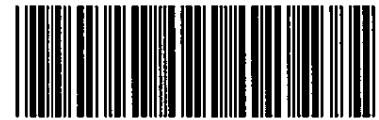
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **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
register particulars of a charge for
a company. To do this, please
use form MG01s

FRIDAY

COMPANIES HOUSE



L1ZD5J3C

LD3

04/01/2013

#6

For official use

1 Company details

Company number 0 3 0 3 7 8 4 5

Company name in full Protim Solignum Limited (the "Company")

→ **Filing 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 20 12 20 12

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 -- A debenture dated 20 December 2012 (the "Debenture") entered into by the
Company and Credit Suisse AG, Cayman Islands Branch, as collateral agent
(in such capacity, together with any successor collateral agent appointed
pursuant to Section 9.06 of the Credit Agreement (as hereinafter
defined)) for the Secured Parties (the "Collateral Agent").

4 Amount secured

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

Amount secured The Secured Obligations

(For definitions of capitalised terms used in this
Form MG01, please see the continuation pages of
Part 6 attached hereto.)

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 Credit Suisse AG, Cayman Islands Branch

Address Eleven Madison Avenue, OMA-2 New York, NY

USA

Postcode 1 0 0 1 0

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

1. CHARGING PROVISIONS

1.1 Specific Security

Each 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 (other than Excluded Assets), both present and future from time to time owned by it or in which it has an interest

- (a) by way of first legal mortgage, all Property now belonging to or vested in it,
- (b) by way of first equitable mortgage, all the Shares and Investments and all corresponding Related Rights,
- (c) by way of first fixed charge
 - (i) all other interests (not effectively charged under Clause 1.1(a) of this MG01) in any Property and the benefit of all other agreements relating to land;
 - (ii) all of its right, title and interest in the Intellectual Property,
 - (iii) all of its right, title and interest in the Equipment,
 - (iv) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;

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- (v) all monies standing to the credit of the Accounts and any other Accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in and to those accounts,
- (vi) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts,
- (vii) all of its rights and interest in the Hedge Bank Agreements,
- (viii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,
- (ix) its goodwill and uncalled capital, and
- (x) if not effectively assigned by Clause 1 3 (*Security Assignment*) of this MG01, all its rights, title and interest in (and claims under) the Insurance Policies and the Assigned Agreements

1 2 Floating Charge

As further continuing security for the payment of the Secured Obligations, each Chargor charges with full title guarantee in favour of the Collateral Agent by way of first floating charge all its present and future assets and rights not effectively charged by way of fixed charge under Clause 1 1 (*Specific Security*) of this MG01 or assigned under Clause 1 3 (*Security Assignment*) of this MG01

1 3 Security Assignment

As further continuing security for the payment of the Secured Obligations, each Chargor assigns absolutely with full title guarantee to the Collateral Agent all its rights, title and interest in (other than Excluded Assets)

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

subject in each case to reassignment by the Collateral Agent to the relevant Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations (other than unasserted expense reimbursement obligations or unasserted contingent indemnification obligations)

1 4 Conversion of Floating Charge

- (a) The Collateral Agent may, by notice to any Chargor, convert the floating charge created under the Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if

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- (i) an Event of Default has occurred and is continuing,
- (ii) the Collateral Agent reasonably considers (in good faith) that any part of the Charged Property is in danger of being seized or sold under any form of distress, attachment, execution or other legal process, or
- (iii) the Collateral Agent reasonably considers (in good faith) that it is necessary in order to protect the priority, value or enforceability of the Security created under the Debenture
- (b) The floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over all the assets of a Chargor which are subject to the floating charge created under the Debenture, if
 - (i) the members of that Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor,
 - (ii) that Chargor creates, or purports to create, Security (except as permitted by the Loan Documents or with the prior consent of the Collateral Agent) on or over any of the Charged Property,
 - (iii) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any of the Charged Property, or
 - (iv) if any other floating charge created by that Chargor crystallises for any reason
- (c) Upon the conversion of any floating charge pursuant to this Clause 1 4, each relevant Chargor shall, at its own expense, immediately upon request by the Collateral Agent execute a fixed charge or legal assignment in such form as the Collateral Agent may require

1 5 Property Restricting Charging

- (a) There shall be excluded from the charge created by Clause 1 1 (*Specific Security*) of this MG01, the assignment created by Clause 1 3 (*Security Assignment*) of this MG01 and from the operation of Clause 2 (*Further Assurance*) of this MG01
 - (i) any leasehold property held by a Chargor under a lease which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest,
 - (ii) any Intellectual Property in which a Chargor has any right, title or interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Intellectual Property, and

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- (iii) any assets which are Excluded Assets,
in the case of clauses (i) and (ii), until the relevant condition is no longer applicable

2. FURTHER ASSURANCE

2.1 General

- (a) Each Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute and/or deposit with the Collateral Agent all such documents (including assignments, transfers, mortgages, charges, notices and instructions on terms equivalent or similar to those set out in the Debenture) as the Collateral Agent may reasonably request (and in such form as the Collateral Agent may reasonably require)
- (i) to perfect the Security created or intended to be created under or evidenced by the Debenture (save for any Intellectual Property in a jurisdiction outside England and Wales which is not material) or for the exercise of any rights, powers and remedies of the Collateral Agent, any Receiver or the other Secured Parties provided by or pursuant to the Debenture or by law,
- (ii) to confer on the Collateral Agent, or on the Secured Parties, Security over any property and assets (other than Excluded Assets) of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or
- (iii) at any time after an Event of Default has occurred and is continuing, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under the Debenture
- (b) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, protection or maintenance of any Security conferred or intended to be conferred on the Collateral Agent or the Secured Parties by or pursuant to the Debenture

3. NEGATIVE PLEDGE

No Chargor may

- (a) create or permit to subsist any Security or Quasi-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 1.2 (*Floating Charge*) of this MG01 on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

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except as permitted by the Credit Agreement or with the prior consent of the Collateral Agent

4. CONTINUING SECURITY

4.1 Continuing Security

The Security constituted by the Debenture shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing

4.2 Other Security

The Security constituted by the Debenture is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Collateral Agent and/or any other Secured Party may now or after the date of the Debenture hold for any of the Secured Obligations, and this Security may be enforced against each Chargor without first having recourse to any other rights of the Collateral Agent or any other Secured Party.

5. POWER OF ATTORNEY

5.1 Each Chargor, by way of security, irrevocably and severally appoints the Collateral Agent, each Receiver and any person nominated for the purpose by the Collateral Agent or any Receiver (in writing and signed by an officer of the Collateral Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of the Debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Collateral Agent or any Receiver under the Debenture or otherwise for any of the purposes of the Debenture, and each Chargor covenants with the Collateral Agent and each Receiver to ratify and confirm all such acts or things lawfully made, done or executed by that attorney

5.2 The Collateral Agent, Receiver or any person nominated (as the case may be) shall only be entitled to exercise the power of attorney, pursuant to Clause 5.1 above, following

- (a) the occurrence of an Event of Default which is continuing, or
- (b) the failure of a Chargor to comply with a written request from the Collateral Agent to that Chargor in the performance of its obligations under the Debenture within 10 Business Days of such request

DEFINITIONS:

“Account Collateral” has the meaning given to it in the Credit Agreement.

“Accounts” means the accounts of the Chargors set out in Schedule 6 (*Accounts*) of the Debenture and/or such other accounts as the relevant Chargor and the Collateral Agent shall agree or (following the occurrence of an Event of Default which is continuing) as the

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Collateral Agent shall specify

"Administrative Agent" means Credit Suisse in its capacity as administrative agent for the Lenders under any of the Loan Documents, or any successor administrative agent for the Lenders appointed pursuant to Section 9.06 of the Credit Agreement

"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 (as defined in the Credit Agreement) with the Person specified

"Agents" means, collectively, the Administrative Agent and the Collateral Agent

"Agreement Collateral" has the meaning given to it in the Credit Agreement

"Arranger" means Credit Suisse Securities (USA) LLC in its capacity as sole lead arranger and sole bookrunning manager

"Assigned Agreements" means the agreements listed in Schedule 9 (*Assigned Agreements*) of the Debenture and any other agreement designated as an Assigned Agreement by a Chargor and the Collateral Agent

"Attributable Indebtedness" means, on any date, (a) in respect of any Capitalized Lease (as defined in the Credit Agreement) of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP; and (b) in respect of any Synthetic Lease Obligation (as defined in the Credit Agreement), the capitalized amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a Capitalized Lease

"Borrower" means Osmose Holdings Inc

"Business Day" means any day other than a Saturday, Sunday or day on which banks in New York City are authorized or required by law to close, provided, however, that when used in connection with a Eurodollar Rate Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in Dollar deposits in the London interbank market

"Charged Property" means the assets (excluding Excluded Assets) mortgaged, charged or assigned to the Collateral Agent by the Debenture

"Chargor" means the Company and each company which grants security over its assets in favour of the Collateral Agent by executing a Security Accession Deed

"Closing Date" means November 26, 2012

"Collateral" has the meaning given to it in the Credit Agreement.

"Collateral Documents" means, collectively, the Security Agreements, the Intellectual Property Security Agreement, the Mortgages (if any), each of the collateral assignments, Security Agreement Supplements, IP Security Agreement Supplements, pledge agreements

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Short particulars	<p>or other similar agreements delivered to the Collateral Agent on the Closing Date or pursuant to Section 6.12 or Section 6.19 of the Credit Agreement, and each of the other agreements, instruments or documents that creates or purports to create a Lien on any Collateral of the Loan Parties in favor of the Collateral Agent for the benefit of the Secured Parties</p> <p>“Collaterally Assigned Agreements” has the meaning given to it in the Credit Agreement</p> <p>“Commercial Tort Claims Collateral” has the meaning given to it in the Credit Agreement</p> <p>“Computer Software” has the meaning given to it in the Credit Agreement</p> <p>“Consolidated Total Assets” means, as of any date, the total property and assets of Holdings and its Subsidiaries, determined in accordance with GAAP, as set forth on the consolidated balance sheet of Holdings as of such date</p> <p>“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</p> <p>“Copyrights” has the meaning given to it in the Credit Agreement</p> <p>“Credit Agreement” means the senior secured credit agreement dated as of November 26, 2012 between, among others, OHI Intermediate Holdings, Inc., Osmose Holdings, Inc., Credit Suisse AG, Cayman Islands Branch as Administrative Agent, the Collateral Agent, the Lenders specified therein and Manufacturers & Traders Trust Company as Swingline Lender and L/C Issuer</p> <p>“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</p> <p>“Disqualified Stock” means any Equity Interest (as defined in the Credit Agreement) that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than solely for Equity Interests which are not otherwise Disqualified Stock), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than solely for Equity Interests which are not otherwise Disqualified Stock), in whole or in part, or requires scheduled payments or dividends in cash, in each case prior to the date that is 91 days following the Maturity Date (as defined in the Credit Agreement) or (b) is convertible into or exchangeable for (i) debt securities or (ii) any Equity Interest referred to in clause (a) above within less than 91 days following the Maturity Date, provided, however, that any Equity Interests that would not constitute Disqualified Stock but for provisions thereof giving holders thereof (or the holders of any security into or for which such Equity Interests is convertible, exchangeable or exercisable) the right to require</p>	

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the issuer thereof to redeem such Equity Interests upon the occurrence of a change in control or asset sale shall not constitute Disqualified Stock if such Equity Interests provide that the issuer thereof will not redeem any such Equity Interests pursuant to such provisions prior to the repayment in full of the Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations) and the termination of the Commitments (as defined in the Credit Agreement)

the **"Domestic Subsidiary"** means a Subsidiary incorporated or organized under the laws of United States, any State thereof or the District of Columbia

"Equipment" means all plant, machinery, computers, office and other equipment, furnishings and vehicles together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto, including but not limited to any assets specified in Schedule 4 (*Equipment*) of the Debenture and as specified in any relevant Security Accession Deed

"Equity Interests" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including, without limitation, partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination

"Eurodollar Rate" means for any Interest Period with respect to any Eurodollar Rate Loan, the greater of (a) 1.25% per annum and (b) a rate per annum determined by the Administrative Agent pursuant to the following formula:

$$\text{Eurodollar Rate} = \frac{\text{LIBO Rate}}{1.00 - \text{Eurodollar Rate Reserve Percentage}}$$

"Eurodollar Rate Loan" means a Loan that bears interest at the Eurodollar Rate

"Event of Default" has the meaning specified in Section 8.01 of the Credit Agreement.

"Excluded Assets" means all such items and assets described in clauses (ii)-(iv) of the proviso to Section 1 of the US Security Agreement and all such assets excluded from the pledge of the Equity Interests as described in clause (i) of the proviso to Section 1 of the US Security Agreement shall be excluded from the Collateral (and, in each case, shall be excluded from all component definitions thereof, including, without limitation, Inventory, Equipment (as defined in the Credit Agreement), Receivables, Related Contracts, the Security Collateral, Pledged Interests, Pledged Debt, Collaterally Assigned Agreements, the Agreement Collateral, the Account Collateral, the Intellectual Property Collateral, Patents, Trademarks, Copyrights, Computer Software, Trade Secrets, IP Agreements and the

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Commercial Tort Claims Collateral)

be
“**Fee Letter**” means that certain Fee Letter, dated as of November 26, 2012 by and among the Borrower, Credit Suisse Securities (USA) LLC and the Administrative Agent, as may amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“**Foreign Subsidiary**” means any Subsidiary that is not a Domestic Subsidiary

“**Foreign Subsidiary Guarantors**” means Timber Specialties Co , a Nova Scotia unlimited liability company, Osmose Australia Pty Ltd , an Australian company, Osmose New Zealand, a New Zealand company, Protim Solignum Ltd , a United Kingdom company and each other Foreign Subsidiary (other than Tefquim S A) formed or acquired after the Closing Date that shall be required to execute and deliver a guaranty or guaranty supplement pursuant to Section 6 12(i) of the Credit Agreement

“**GAAP**” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied, provided, that for purposes of Section 7 10 of the Credit Agreement, GAAP shall mean generally accepted accounting principles in the United States as in effect on the Closing Date

“**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)

“**Guaranties**” means any guaranty and guaranty supplement delivered pursuant to Section 6.12 of the Credit Agreement, or any of them, a “**Guaranty**”

“**Guarantors**” means, collectively, Holdings, any Foreign Subsidiary Guarantor and any other Subsidiary Guarantor, or any of them, a “**Guarantor**”

“**Hedge Bank**” means (i) any Person that is an Arranger, the Administrative Agent, the Collateral Agent or a Lender or an Affiliate of any of the foregoing (or was an Arranger, the Administrative Agent, the Collateral Agent or a Lender or an Affiliate of any of the foregoing at the time it entered into a Secured Hedge Agreement) in its capacity as a party to a Secured Hedge Agreement, (ii) any other Person requested by the Borrower and reasonably acceptable to the Administrative Agent (which acceptance shall not be unreasonably withheld, delayed or conditioned), in its capacity as a party to a Swap Contract, and (iii) each of Manufacturers & Traders Trust Company, KeyBank, R J O'Brien and Prudential Bache, in its capacity as a party to a Swap Contract, and in each case of cause (ii) and (iii) above, who appoints (a) the Administrative Agent to act on its behalf as Administrative Agent under the Loan Documents for the benefit of the Secured

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Parties and (b) the Collateral Agent to act on its behalf as Collateral Agent under the Loan Documents for the Secured Parties, in each case on terms reasonably satisfactory to the Borrower, Administrative Agent and the Collateral Agent (it being understood and agreed that the terms in the Hedge Bank Agreement are reasonably satisfactory to the Borrower, the Administrative Agent and the Collateral Agent.

Agent

"Hedge Bank Agreement" means a hedge bank agreement, in substantially the form of Exhibit H of the Credit Agreement, entered into by a Person pursuant to clause (b) of the definition of Hedge Bank, the Borrower and the Administrative Agent and Collateral

"Holdings" means OHI Intermediate Holdings, Inc

"Immaterial Subsidiary" means any Subsidiary of Holdings that the Borrower designates as an "Immaterial Subsidiary," provided, that such designated Subsidiary, as of the last day of the fiscal quarter of the Borrower most recently ended, (a) did not have assets with a value in excess of 5% of the Consolidated Total Assets or revenues representing in excess of 5% of total revenues of Holdings and the Subsidiaries on a consolidated basis as of such date and (b) when taken together with all other Immaterial Subsidiaries as of such date, did not have assets with a value in excess of 10 0% of the Consolidated Total Assets or revenues representing in excess of 10 0% of total revenues of Holdings and the Subsidiaries on a consolidated basis as of such date, provided further, that in each case, the Borrower may designate and re-designate a Subsidiary as an Immaterial Subsidiary at any time, subject to the terms set forth in this definition Each Immaterial Subsidiary as of the Closing Date shall be set forth in Schedule 1 01(a) of the Credit Agreement

"Incremental Commitment Amendment" has the meaning specified in Section 2 20(e) of the Credit Agreement

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP

- (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments,
- (b) the maximum amount of all direct or contingent obligations of such Person arising under (i) letters of credit (including standby and commercial), bankers' acceptances and bank guaranties and (ii) surety bonds and similar instruments,
- (c) net obligations of such Person on a marked-to-market basis under any Swap Contract,
- (d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable and other accrued expenses incurred in the ordinary course of business which are not overdue for more than 180 days, (ii) for the avoidance of doubt, (A) royalty payments made in the ordinary course of business in respect of non-exclusive licenses and (B) earnouts that would not be required under

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GAAP to be referenced on the balance sheet of the Borrower as a liability, without giving effect to references in the footnotes to the Borrower's financial statements, (iii) any accruals for payroll and other non-interest bearing liabilities accrued in the ordinary course of business, (iv) any obligations in respect of operating leases that are not Synthetic Lease Obligations, and (v) any deferred rent obligations),

- (e) indebtedness of others (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), provided, that if such indebtedness shall not have been assumed by such Person and is otherwise non-recourse to such Person, the amount of such obligation treated as Indebtedness shall not exceed the lower of (x) the value of such property securing such obligations and (y) the amount of Indebtedness secured by such Lien,
- (f) all Attributable Indebtedness (for the avoidance of doubt, lease payments under any operating leases (other than Capitalized Leases recorded as capitalized leases in accordance with GAAP as in effect on the Closing Date) shall not constitute Indebtedness),
- (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment (other than any payment made solely with Qualified Capital Stock of such Person) in respect of any Disqualified Stock of any Loan Party or any Subsidiary, and
- (h) all Guarantees of such Person in respect of any of the foregoing

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, except to the extent that such Indebtedness is expressly made non-recourse to such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. Notwithstanding the foregoing, in no event shall the following constitute Indebtedness: (i) obligations under any derivative transaction or other Swap Contract unless such obligations are payment obligations that relate to a derivatives or other Swap Contract which has been terminated, (ii) operating leases, (iii) customary obligations under employment agreements and deferred compensation, and (iv) deferred revenue and deferred tax liabilities.

"Insurance Policies" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, specified in Schedule 5 (*Insurance Policies*) of the Debenture (or as specified in any relevant Security Accession Deed) but, in each case, excluding any third party liability or public liability insurance and directors and officers insurance.

"Intellectual Property" means any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests.

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Short particulars	<p data-bbox="317 367 1034 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="408 472 1503 629">(which may now or in the future subsist), whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist, including but not limited to the intellectual property, if any, specified in Schedule 3 (<i>Intellectual Property</i>) of the Debenture and as specified in any relevant Security Accession Deed</p> <p data-bbox="408 667 1453 701">“Intellectual Property Collateral” has the meaning given to it in the Credit Agreement</p> <p data-bbox="408 730 1503 887">“Intellectual Property Security Agreement” means each intellectual property security agreement, substantially in the form of Exhibit C to the US Security Agreement, together with each IP Security Agreement Supplement delivered pursuant to Section 6.12 of the Credit Agreement, in each case as amended, restated, supplemented or otherwise modified from time to time</p> <p data-bbox="408 925 1182 958">“Inventory” has the meaning given to it in the Credit Agreement</p> <p data-bbox="408 987 1503 1570">“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or Indebtedness of another Person (other than any evidence of any Obligation), (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor incurs debt of the type referred to in clause (h) of the definition of “Indebtedness” set forth in this Section 1.01 of the Credit Agreement in respect of such Person (excluding deposits with financial institutions available for withdrawal on demand, prepaid expenses, accounts receivable and similar items created in the ordinary course of business and advances to employees for moving, entertainment and travel expenses, drawing accounts and similar expenditures in the ordinary course of business), or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute all or substantially all of the property and assets of (or all or substantially all of the property and assets representing a business unit or business line of or customer base of) such Person. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment</p> <p data-bbox="408 1608 1246 1641">“IP Agreements” has the meaning given to it in the Credit Agreement</p> <p data-bbox="408 1671 1503 1738">“IP Security Agreement Supplement” has the meaning specified in Section (1)(g)(vi) of the US Security Agreement</p> <p data-bbox="408 1767 1503 1901">“L/C Issuer” means (i) Manufacturers & Traders Trust Company and (ii) any other Lender that is approved by the Borrower and the Administrative Agent to issue Letters of Credit. The term “L/C Issuer” shall mean the applicable issuer of the relevant Letters of Credit as the context may require.</p> <p data-bbox="408 1930 1503 1998">“L/C Related Documents” has the meaning specified in Section 2.03(c) of the Credit Agreement</p> <p data-bbox="408 2027 1503 2060">“Lender” has the meaning specified in the introductory paragraph of the Credit Agreement</p>

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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

and, as the context requires, includes the Swing Line Lender

"Letter of Credit" means any standby letter of credit or, if the L/C issuer consents to issuing commercial letters of credit, any commercial letter of credit, in each case issued hereunder. Each Existing Letter of Credit (as defined in the Credit Agreement) shall be deemed to constitute a Letter of Credit issued hereunder on the Closing Date for all purposes of the Loan Documents

"Lien" means any mortgage, deed of trust, deed to secure debt, pledge, hypothecation, collateral assignment, deposit arrangement, encumbrance, lien (statutory or other) or charge or preference or priority over assets 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 Capitalized Lease (as defined in the Credit Agreement) having substantially the same economic effect as any of the foregoing), provided, that in no event shall an operating lease be deemed to be a Lien

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

"Loan Documents" means, collectively, (a) for purposes of the Credit Agreement and the Notes, if any, and any amendment, restatement, supplement or other modification hereof or thereof and for all other purposes other than for purposes of the Guaranties and the Collateral Documents and the definition of "Obligations", (i) the Credit Agreement, (ii) the Notes, (iii) the Guaranties, (iv) the Collateral Documents, (v) each L/C Related Document, (vi) each Incremental Commitment Amendment, (vii) each intercreditor agreement entered into pursuant to Section 2 17, Section 2 18 and Section 2 20 of the Credit Agreement and (viii) the Fee Letter and (b) for purposes of the Guaranties and the Collateral Documents and the definition of "Obligations," (i) the Credit Agreement, (ii) the Notes, (iii) the Guaranties, (iv) the Collateral Documents, (v) each L/C Related Document, (vi) each Secured Hedge Agreement, (vii) each Incremental Commitment Amendment (as defined in the Credit Agreement), (viii) each intercreditor agreement entered into pursuant to Section 2 17, Section 2 18 and Section 2 20 of the Credit Agreement, and (ix) the Fee Letter

"Loan Parties" means, collectively, the Borrower and each Guarantor

"Mortgage" means a mortgage, deed of trust, leasehold mortgage, leasehold deed of trust, deed to secure debt or similar document, as applicable, together with any assignment of leases and rents referred to therein, in each case in form and substance reasonably satisfactory to the Collateral Agent

"Note" means a Term Note or a Revolving Credit Note, as the context may require

"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 any Loan or Letter of Credit 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 or any Affiliate thereof of any proceeding

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Particulars of a mortgage or charge

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Short particulars

under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents include (a) the obligation to pay principal, interest, Letter of Credit commissions, charges, expenses, fees, premiums, attorneys' fees and disbursements, indemnities, settlement amounts and other termination payments and other amounts payable by any Loan Party under any Loan Document (including any Secured Hedge Agreement) and (b) the obligation of any Loan Party to reimburse any amount in respect of any obligation described in clause (a) that any Lender has a right to pay or advance on behalf of any such Loan Party under the Loan Documents

"Other Debts" means all debts and monetary claims (other than Trading Receivables)

"Patents" has the meaning given to it in the Credit Agreement

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

"Pledged Interests" has the meaning given to it in the Credit Agreement

"Pledged Debt" has the meaning given to it in the Credit Agreement

"Property" means all freehold and leasehold property from time to time owned by a Chargor or in which a Chargor is otherwise interested and shall include

- (a) the proceeds of sale of all or any part of such property,
- (b) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property,
- (c) all money received by or payable to a Chargor in respect of such property, and
- (d) all buildings, fixtures and fittings from time to time on such property,

including, but not limited to the property, if any, specified in Schedule 1 (*Properties*) of the Debenture and as specified in any relevant Security Accession Deed

"Qualified Capital Stock" of any Person shall mean any Equity Interest of such Person that is not Disqualified Stock

"Quasi-Security" means a transaction in which a Chargor

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other Loan Party,
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms,
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(d) enters into any other preferential arrangement having a similar effect,
in circumstances where the arrangement or transaction is entered into primarily as a method of raising Indebtedness or of financing the acquisition of an asset

"Receivables" has the meaning given to it in the Credit Agreement

"Receiver" means an administrator, a receiver and manager or (if the Collateral Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture.

"Related Contracts" has the meaning given to it in the Credit Agreement

"Related Rights" means all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property derived from any Share or Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise)

"Revolving Credit Loan" has the meaning given to it in the Credit Agreement

"Revolving Credit Note" means a promissory note of the Borrower payable to the order of any Revolving Credit Lender (as defined in the Credit Agreement), in substantially the form of Exhibit C-2 of the Credit Agreement, evidencing the aggregate indebtedness of the Borrower to such Revolving Credit Lender resulting from the Revolving Credit Loans (as defined in the Credit Agreement) made by such Revolving Credit Lender

"Secured Hedge Agreement" means any raw materials (including copper), interest rate or foreign currency exchange rate Swap Contract that is either required by Section 6 18 of the Credit Agreement or not prohibited by Section 7 02 of the Credit Agreement that is entered into by and between the Borrower and any Hedge Bank

"Secured Obligations" means, in the case of each grantor, the payment of all Obligations of such grantor now or hereafter existing under the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise

"Secured Parties" means, collectively, the Agents, the Lenders, each L/C Issuer and the Hedge Banks

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

"Security Accession Deed" means a deed substantially in the form set out in Schedule 8 (*Form of Security Accession Deed*) of the Debenture, with those amendments which the Collateral Agent may approve or reasonably require

"Security Agreement" means each security agreement substantially in the form of Exhibit F of the Credit Agreement, together with each other security agreement and Security Agreement Supplement delivered pursuant to Section 6 12 of the Credit Agreement, in each

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

case as amended

"Security Agreement Supplement" has the meaning specified in Section 24(b) of the Security Agreement

"Security Collateral" has the meaning given to it in the Credit Agreement

"Shares" means all shares owned by a Chargor in its Subsidiaries including but not limited to the shares, if any, specified in Schedule 2 (*Shares and Investments*) of the Debenture and as specified in any relevant Security Accession Deed, *provided that* in each case, notwithstanding anything to the contrary contained in the Debenture, "Shares" shall not include (a) Equity Interests of Immaterial Subsidiaries, (b) Equity Interests in joint ventures wherein the granting of a security interest or lien hereunder in such Equity Interests would not be permitted by the terms of such issuing Person's organisational documents or agreements with other holders of such issuing Person's Equity Interests, so long as such terms are not for the purpose of avoiding the grant of security interest hereunder, (c) Equity Interests of a Person to the extent that, and for so long as (x) such Equity Interests constitutes 50% or less of all Equity Interests of such Person and the Person or Persons holding the remainder of such Equity Interests are not Subsidiaries of Osmose Holdings, Inc , and (y) the granting of a security interest hereunder in such Equity Interests would not be permitted by the terms of such issuing Person's organisational documents or agreements with such other Persons holding the remainder of such Equity Interests, so long as such terms are not for the purpose of avoiding the grant of security interest hereunder, (d) Equity Interests of any Subsidiary that is not owned directly by a Loan Party, and (e) any pledge pursuant to the provisions of the Debenture of the voting Equity Interests in any Subsidiary shall be limited to 65% of such voting Equity Interests

"Subsidiary" of a Person means a corporation, partnership, 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, 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 Borrower

"Subsidiary Guarantor" has the meaning given to it in the Credit Agreement

"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, raw material (including copper) transactions, 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 ISDA Master Agreement, including any such

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Particulars of a mortgage or charge

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Short particulars

obligations or liabilities under any ISDA Master Agreement

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s) and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include an Arranger, a Lender or any Affiliate of an Arranger or a Lender)

"Swing Line Lender" means Manufacturers & Traders Trust Company in its capacity as provider of Swing Line Loans, or any successor swing line lender

"Swing Line Loan" has the meaning specified in Section 2.04(a) of the Credit Agreement

"Synthetic Lease Obligation" means the monetary obligation of a Person under a so-called synthetic, off-balance sheet or tax retention lease whereby the arrangement is considered indebtedness for borrowed money for tax purposes but is classified as an operating lease or does not otherwise appear on a balance sheet under GAAP

"Term Loan" has the meaning given to it in the Credit Agreement

"Term Note" means a promissory note of the Borrower payable to the order of any Term Lender (as defined in the Credit Agreement), in substantially the form of Exhibit C-1 of the Credit Agreement, evidencing the aggregate indebtedness of the Borrower to such Term Lender resulting from the Term Loans made by such Term Lender

"Trademarks" has the meaning given to it in the Credit Agreement

"Trade Secrets" has the meaning given to it in the Credit Agreement

"Trading Receivables" means all book debts and other debts owing to any Chargor and arising in the ordinary course of trading

"US Security Agreement" means the security agreement dated November 26, 2012 between, among others, OHI Intermediate Holdings, Inc., Osmose Holdings, Inc., the other Grantors specified therein and Credit Suisse AG, Cayman Islands Branch as Collateral Agent

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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 *Cathryn J. Watkins* X

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

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Particulars of a mortgage or 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 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 Joanna Macintosh

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country UK

DX C/M No. 038263-0277

Telephone 020 7710 4686



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 enquires@companieshouse.gov.uk

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3037845
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 20
DECEMBER 2012 AND CREATED BY PROTIM SOLIGNUM
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY LOAN PARTY OR ANY AFFILIATE ON ANY
ACCOUNT WHATSOEVER 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 4 JANUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JANUARY 2013

9



Companies House



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