

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

DC CHEMICAL CO., LTD.,

Plaintiff,

-against-

COLUMBIAN CHEMICALS (CAYMAN)
HOLDINGS, LTD., ONE EQUITY PARTNERS II,
L.P., OEP II CO-INVESTORS, L.P., and OEP II
PARTNERS CO-INVEST, L.P.,

Defendants.

Index No. 09/600867
(Justice Bernard J. Fried)

VERIFIED ANSWER

Defendant Columbian Chemicals (Cayman) Holdings, Ltd., (“CCCH”), for its Verified Answer to the Verified Complaint (“Complaint”), states as follows:

1. CCCH denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint.
2. CCCH denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint.
3. CCCH denies the allegations contained in paragraph 3 of the Complaint, and respectfully refers the Court to the Purchase Agreement for its contents.
4. CCCH denies the allegations contained in paragraph 4 of the Complaint, and respectfully refers the Court to the Commitment Letter and the referenced email for their contents.
5. CCCH denies the allegations contained in paragraph 5 of the Complaint, and respectfully refers the Court to the February 21, 2009 email for its contents.
6. CCCH denies the allegations contained in paragraph 6 of the Complaint.
7. CCCH denies the allegations contained in paragraph 7 of the Complaint.

8. CCCH denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the Complaint.

9. CCCH denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint.

10. CCCH denies the allegations contained in paragraph 10 of the Complaint, except admits that CCCH is owned by One Equity Partners II, L.P.

11. CCCH denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint.

12. CCCH denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the Complaint.

13. CCCH denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint.

14. CCCH admits that the referenced documents contain a provision consenting to the jurisdiction of the courts of the State of New York and, with respect to the remainder of the allegations contained in paragraph 14 of the Complaint, respectfully refers all conclusions of law to the Court.

15. CCCH admits that the referenced documents contain a provision consenting to venue in New York County, denies knowledge or information with respect to OEP's principal place of business and, with respect to the remainder of the allegations contained in paragraph 15 of the Complaint, respectfully refers all conclusions of law to the Court.

16. CCCH denies the allegations contained in paragraph 16 of the Complaint, and respectfully refers the Court to the operative transactional documents for their contents.

17. CCCH denies the allegations contained in paragraph 17 of the Complaint, and respectfully refers the Court to the Operating Agreement for its contents.

18. CCCH denies the allegations contained in paragraph 18 of the Complaint, and respectfully refers the Court to the amendment to the Operating Agreement for its contents.

19. CCCH denies the allegations contained in paragraph 19 of the Complaint, and respectfully refers the Court to the Operating Agreement for its contents.

20. CCCH denies the allegations contained in paragraph 20 of the Complaint, and respectfully refers the Court to the Purchase Agreement for its contents.

21. CCCH denies the allegations contained in paragraph 21 of the Complaint, except admits that CCCH and DC Chemical executed the Purchase Agreement, dated as of December 31, 2008, and respectfully refers the Court to the Purchase Agreement for its contents.

22. CCCH denies the allegations contained in paragraph 22 of the Complaint, and respectfully refers the Court to the Commitment Letter and the referenced email for their contents.

23. CCCH denies the allegations contained in paragraph 23 of the Complaint, and respectfully refers the Court to the Purchase Agreement and the Operating Agreement for their contents.

24. CCCH denies the allegations contained in Paragraph 24 of the Complaint, and respectfully refers the Court to the Purchase Agreement for its contents.

25. CCCH denies the allegations contained in paragraph 25 of the Complaint, and respectfully refers the Court to the Purchase Agreement for its contents.

26. CCCH denies the allegations contained in paragraph 26 of the Complaint, and respectfully refers the Court to the January 2, 2009 press release for its contents.

27. CCCH denies the allegations contained in paragraph 27 of the Complaint.

28. CCCH denies the allegations contained in paragraph 28 of the Complaint.

29. CCCH denies the allegations contained in paragraph 29 of the Complaint.

30. CCCH denies the allegations contained in paragraph 30 of the Complaint, and respectfully refers the Court to the February 20, 2009 and February 21, 2009 emails for their contents.

31. CCCH denies the allegations contained in paragraph 31 of the Complaint, and respectfully refers the Court to the March 6, 2009 letter from DC Chemical for its contents.

32. CCCH denies the allegations contained in paragraph 32 of the Complaint, except admits that CCCH contends that DC Chemical is in breach of the Purchase Agreement, and respectfully refers the Court to the March 9, 2009 letter for its contents.

33. CCCH repeats and realleges its responses to paragraphs 1 through 32 as if fully set forth herein.

34. CCCH denies the allegations contained in paragraph 34 of the Complaint, except admits that CCCH is a party to the Purchase Agreement, and respectfully refers the Court to the Purchase Agreement for its contents, and refers all conclusions of law to the Court.

35. CCCH denies the allegations contained in paragraph 35 of the Complaint, and respectfully refers the Court to the Purchase Agreement for its contents.

36. CCCH denies the allegations contained in paragraph 36 of the Complaint.

37. CCCH denies the allegations contained in paragraph 37 of the Complaint.

38. CCCH denies the allegations contained in paragraph 38 of the Complaint.

39. CCCH denies the allegations contained in paragraph 39 of the Complaint.

40. CCCH denies the allegations contained in paragraph 40 of the Complaint, and respectfully refers the Court to the Purchase Agreement for its contents, and refers all conclusions of law to the Court.

41. Denies the allegations contained in paragraph 41 of the Complaint.

42. Denies the allegations contained in paragraph 42 of the Complaint.

43. Count 2 is not asserted against CCCH. Accordingly, no response to paragraph 43 of the Complaint is required.

44. Count 2 is not asserted against CCCH. Accordingly, no response to paragraph 44 of the Complaint is required.

45. Count 2 is not asserted against CCCH. Accordingly, no response to paragraph 45 of the Complaint is required.

46. Count 2 is not asserted against CCCH. Accordingly, no response to paragraph 46 of the Complaint is required.

47. Count 2 is not asserted against CCCH. Accordingly, no response to paragraph 47 of the Complaint is required.

48. Count 2 is not asserted against CCCH. Accordingly, no response to paragraph 48 of the Complaint is required.

49. Count 2 is not asserted against CCCH. Accordingly, no response to paragraph 49 of the Complaint is required.

50. Count 2 is not asserted against CCCH. Accordingly, no response to paragraph 50 of the Complaint is required.

51. Count 3 is not asserted against CCCH. Accordingly, no response to paragraph 51 of the Complaint is required.

52. Count 3 is not asserted against CCCH. Accordingly, no response to paragraph 52 of the Complaint is required.

53. Count 3 is not asserted against CCCH. Accordingly, no response to paragraph 53 of the Complaint is required.

54. Count 3 is not asserted against CCCH. Accordingly, no response to paragraph 54 of the Complaint is required.

55. Count 3 is not asserted against CCCH. Accordingly, no response to paragraph 55 of the Complaint is required.

56. Count 3 is not asserted against CCCH. Accordingly, no response to paragraph 56 of the Complaint is required.

57. Count 3 is not asserted against CCCH. Accordingly, no response to paragraph 57 of the Complaint is required.

58. Count 3 is not asserted against CCCH. Accordingly, no response to paragraph 58 of the Complaint is required.

59. CCCH denies the allegations contained in paragraph 59 of the Complaint, and respectfully refers all conclusions of law to the Court.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

60. The Complaint fails to state a claim upon which relief can be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

61. Plaintiff is in breach of the Purchase Agreement and is therefore estopped from asserting a claim for breach of the Purchase Agreement against CCCH.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

62. Some or all of Plaintiff's claims are barred under the doctrine of unclean hands.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

63. Some or all of Plaintiff's claims are barred insofar as Plaintiff has failed to mitigate damages, if any.

WHEREFORE, defendant Columbian Chemicals (Cayman) Holding, Ltd. respectfully requests that the Court enter judgment: (i) dismissing the Complaint in its entirety with prejudice; (ii) awarding it the costs and disbursements of this action; and (iii) granting such other and further relief as the Court deems just, equitable and proper.

Dated: New York, New York
April 16, 2009

DECHERT LLP

By: 

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*Attorneys for Defendant Columbian
Chemicals (Cayman) Holdings, Ltd.*

VERIFICATION

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

DAVID S. HOFFNER, being duly sworn, deposes and says:

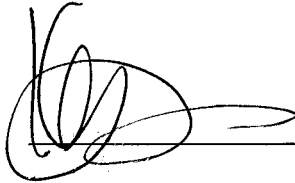
I am a member of the law firm of Dechert LLP, counsel for Defendant Columbian Chemical (Cayman) Holdings, Ltd., which is foreign limited partnership organized under the laws of the Cayman Islands.

I have read the foregoing Verified Answer and know the contents thereof, and the answers set forth therein are true to the best of my own knowledge or belief.



David S. Hoffner

Sworn to before me this
16 day of April, 2009



KATARINA V. SAVOJARDO
Notary Public, State of New York
No. 01MC6094570
Qualified in New York County
Commission Expires June 27, 2011