



Registration of a Charge

Company Name: **INEOS OXIDE LIMITED**

Company Number: **03545207**



Received for filing in Electronic Format on the: **11/11/2021**

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Details of Charge

Date of creation: **08/11/2021**

Charge code: **0354 5207 0086**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **N/A**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SHEARMAN & STERLING (LONDON) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3545207

Charge code: 0354 5207 0086

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th November 2021 and created by INEOS OXIDE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th November 2021 .

Given at Companies House, Cardiff on 12th November 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Dated 8 November 2021

**AMENDMENT AND CONFIRMATION AGREEMENT
RELATING TO SECURITY AGREEMENTS
(ÄNDERUNGS- UND BESTÄTIGUNGSVEREINBARUNG ZU SICHERHEITENVERTRÄGEN)**

between

**INEOS PHENOL GMBH
INEOS MANUFACTURING DEUTSCHLAND GMBH
INEOS PHENOL VERWALTUNGSGESELLSCHAFT MBH
INEOS KÖLN GMBH
INEOS EUROPE AG
INEOS OXIDE LIMITED
INEOS KÖLN BETEILIGUNGS GMBH & CO. KG
INEOS KÖLN VERWALTUNGS GMBH
INEOS DEUTSCHLAND GMBH
INEOS DEUTSCHLAND HOLDING GMBH**

as Security Grantors

and

BARCLAYS BANK PLC

as Security Agent

SHEARMAN & STERLING LLP

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THIS AMENDMENT AND CONFIRMATION AGREEMENT RELATING TO SECURITY AGREEMENTS (this "**Agreement**") is made on 8 November 2021

BETWEEN:

1. **INEOS PHENOL GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Gelsenkirchen under HRB 9687, having its business address at Dechenstraße 3, 45966 Gladbeck, Germany (the "**Security Grantor 1**");
2. **INEOS MANUFACTURING DEUTSCHLAND GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Köln under HRB 57260, having its business address at Alte Straße 201, 50769 Köln, Germany (the "**Security Grantor 2**");
3. **INEOS PHENOL VERWALTUNGSGESELLSCHAFT MBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Gelsenkirchen under HRB 4099, having its business address at Dechenstraße 3, 45966 Gladbeck, Germany (the "**Security Grantor 3**");
4. **INEOS KÖLN GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Köln under HRB 37428, having its business address at Alte Straße 201, 50769 Köln, Germany (the "**Security Grantor 4**");
5. **INEOS EUROPE AG**, a company limited by shares (*Aktiengesellschaft*) organised under the laws of Switzerland with registered number CHE-490.118.020 (formerly: CH-550.1.083.017-1), having its registered address at 3 avenue des Uttins, 1180 Rolle, Switzerland (the "**Security Grantor 5**");
6. **INEOS OXIDE LIMITED**, a limited company organised under the laws of England and Wales with registered number 3545207, having its registered address at Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, United Kingdom (the "**Security Grantor 6**");
7. **INEOS KÖLN VERWALTUNGS GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Köln under HRB 59517, having its business address at Alte Straße 201, 50769 Köln, Germany (the "**Security Grantor 7**");
8. **INEOS KÖLN BETEILIGUNGS GMBH & CO. KG**, a limited partnership (*Kommanditgesellschaft*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Köln under HRA 24630, having its business address at Alte Straße 201, 50769 Köln, Germany (the "**Security Grantor 8**");
9. **INEOS DEUTSCHLAND GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Köln under HRB 61258, having its business address at Alte Straße 201, 50769 Köln, Germany (the "**Security Grantor 9**");
10. **INEOS DEUTSCHLAND HOLDING GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Köln under HRB 64857, having its business address at Alte Straße 201, 50769 Köln, Germany (the "**Security Grantor 10**"),

(the entities listed in nos. 1 through 10 (inclusive) above are hereinafter collectively referred to as "**Security Grantors**"); and

11. **BARCLAYS BANK PLC**, a credit institution organised under the laws of England and Wales with registered no. 01026167, having its business address at 1 Churchill Place, Canary Wharf, London, E14 5HP, United Kingdom as facility agent under the Senior Facilities Agreement (as defined below) and as security agent for the Secured Parties (as defined in the relevant Security Agreements (as defined below)) (the "**Security Agent**").

WHEREAS:

- (A) INEOS Finance PLC (the "**Senior Secured Note Issuer**") has issued US\$ 1,000,000,000 8.375% senior secured notes due 2019 and EUR 500,000,000 floating rate senior secured notes due 2019 (together the "**2019 Senior Secured Notes**") under the indenture dated as of 10 February 2012 among the Senior Secured Note Issuer, the guarantors named therein, The Bank of New York Mellon as trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time). The 2019 Senior Secured Notes have been fully redeemed in the meantime.
- (B) The Senior Secured Note Issuer has further issued US\$ 775,000,000 7.50% senior secured notes due 2020 (together the "**2020 Senior Secured Notes**") under the indenture dated as of 4 May 2012 among the Senior Secured Note Issuer, the guarantors named therein, The Bank of New York Mellon as trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time). The 2020 Senior Secured Notes have been fully redeemed in the meantime.
- (C) The Senior Secured Note Issuer has further issued EUR 770,000,000 4.00% senior secured notes due 2023 (together the "**2023 Senior Secured Notes**") under the indenture dated as of 5 May 2015 among the Senior Secured Note Issuer, the guarantors named therein, The Bank of New York Mellon as trustee and the other parties thereto. The 2023 Senior Secured Notes have been fully redeemed in the meantime.
- (D) The Senior Secured Note Issuer has further issued EUR 550,000,000 2.125% senior secured notes due 2025 (together the "**2025 Senior Secured Notes**") under the indenture dated as of 3 November 2017 among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2025 Senior Secured Indenture**").
- (E) On 24 April 2019 the Senior Secured Note Issuer has further issued EUR 770,000,000 2.875% senior secured notes due 2026 (together the "**2026 Senior Secured Notes**") under the indenture dated as of 24 April 2019 among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2026 Senior Secured Indenture**").
- (F) On 29 October 2020 the Senior Secured Note Issuer has further issued EUR 325,000,000 3 3/8% senior secured notes due 2026 (together the "**2026-2 Senior Secured Notes**") under the indenture dated as of 29 October 2020 among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2026-2 Senior Secured Indenture**").
- (G) INEOS US Finance LLC and the Senior Secured Note Issuer as Borrowers, Barclays Bank PLC as Administrative Agent (the "**Administrative Agent**") and Security Agent and the Lenders referred to therein have entered into a credit agreement originally dated 27 April 2012 (as amended and restated on 8 May 2013, on 21 February 2014, on 24 November 2014, on 31 March 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017 and on 29 October 2020 and as further amended, restated, refinanced, replaced, supplemented and/or waived from time to time, the "**Existing Senior Facilities Agreement**").

- (H) The Parent, INEOS Holdings Limited, the Senior Secured Note Issuer, the Security Agent, BP International Limited as collateral agent for the BP creditors referred to therein and The Bank of New York Mellon as trustee for the senior secured noteholders referred to therein and as trustee for the high yield noteholders referred to therein have, *inter alios*, entered into an intercreditor deed dated 12 May 2010 (as amended, restated, supplemented and/or waived from time to time, the "**Intercreditor Deed**").
- (I) On 22 March 2019 the Senior Secured Note Issuer has entered into an assignable loan agreement (*Schuldscheindarlehen*) between, amongst others, the Senior Secured Note Issuer as borrower, INEOS Luxembourg I S.A. as company, Deutsche Bank Aktiengesellschaft as bank, creditor and paying agent and Wilmington Trust SP Services (Frankfurt) GmbH as trustee (the "**Trustee**") (as amended, restated, supplemented and/or waived from time to time, the "**Schuldschein Loan Agreement**").
- (J) In order to secure the obligations under or in connection with the Senior Facilities Agreement, the Schuldschein Loan Agreement, the 2025 Senior Secured Notes, the 2026 Senior Secured Notes and the 2026-2 Senior Secured Notes (and originally the 2019 Senior Secured Notes, the 2020 Senior Secured Notes and the 2023 Senior Secured Notes) respectively, the Security Agent entered into:
- (i) a global assignment agreement dated 12 May 2010 (as amended and confirmed on 10 February 2012, on 4 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019 and on 29 October 2020 and supplemented pursuant to a supplemental agreement dated 23 March 2018) with INEOS Phenol GmbH and INEOS Manufacturing Deutschland GmbH as assignors pursuant to which the assignors assigned certain collateral to the Security Agent (the "**Global Assignment Agreement 1**");
 - (ii) a global assignment agreement dated 27 May 2010 (as amended and confirmed on 1 March 2012, on 29 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019 and on 29 October 2020) with INEOS Phenol Verwaltungsgesellschaft mbH, INEOS Deutschland GmbH, INEOS Köln GmbH, Ineos Köln Beteiligungs GmbH & Co. KG, Ineos Köln Verwaltungs GmbH and INEOS Deutschland Holding GmbH as assignors pursuant to which the assignors assigned certain collateral to the Security Agent (the "**Global Assignment Agreement 2**", and together with the Global Assignment Agreement 1, the "**Global Assignment Agreements**");
 - (iii) a security purpose agreement dated 12 May 2010 (as amended and confirmed on 10 February 2012, on 4 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019 and on 29 October 2020) with INEOS Manufacturing Deutschland GmbH and INEOS Phenol GmbH as mortgagors relating to, *inter alia*, the purpose of the mortgages granted by the mortgagors (the "**Security Purpose Agreement**"); and
 - (iv) a security transfer agreement dated 31 January 2011 (as amended and confirmed on 1 June 2011, on 1 March 2012, on 29 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019 and on 29 October 2020 and as supplemented pursuant to a supplemental agreement dated 23 March 2018) with, *inter alios*, INEOS Manufacturing Deutschland GmbH, INEOS Phenol GmbH, INEOS Köln GmbH, INEOS Europe AG, INEOS Commercial Services UK Limited and INEOS Oxide Limited (which replaced the security transfer agreement dated 31 January 2011 between INEOS Manufacturing Deutschland GmbH, INEOS Phenol GmbH, INEOS Köln GmbH, INEOS Europe Limited and INEOS Oxide Limited as transferors and the Security Agent) pursuant to which the respective transferors have granted security over any and all of their respective assets (fixtures

(*bewegliches Anlagevermögen*) and chattels (*Umlaufvermögen*), including without limitation raw materials, work in progress and finished stock) located at such transferor's premises (the "**Security Transfer Agreement**").

The Global Assignment Agreements, the Security Purpose Agreement and the Security Transfer Agreement listed in this recital (J) are collectively referred to as the "**Security Agreements**".

- (K) On 1 October 2013, the Security Agent and INEOS Commercial Services UK Limited entered into a release agreement pursuant to which, *inter alia*, the Security Agent has released INEOS Commercial Services UK Limited from all its obligations under and in connection with the Security Transfer Agreement and has retransferred the Transferred Assets (as defined in the Security Transfer Agreement) transferred by that entity to INEOS Commercial Services UK Limited.
- (L) INEOS US Finance LLC, INEOS Finance PLC, certain group companies as guarantors, certain lenders and the Administrative Agent and Security Agent will have entered into a joinder agreement in relation to the Existing Senior Facilities Agreement dated on or about the date hereof (the "**Joinder Agreement**") pursuant to which, *inter alia*, a new series of term loans will be incurred and certain other amendments will be made (the Existing Senior Facilities Agreement, as amended, restated, refinanced, replaced, supplemented and/or waived from time to time, including by way of the Joinder Agreement, the "**Senior Facilities Agreement**"). The amendments pursuant to the Joinder Agreement do not constitute a novation.
- (M) The parties intend to confirm and agree that, with effect from the date hereof, the Security Agreements shall continue to be in full force and effect and secure any and all obligations of the Obligors (as defined in the relevant Security Agreements (as amended by this Agreement)) under or in connection with the Senior Facilities Agreement, the Senior Secured Notes and the Schuldschein Loan Agreement.
- (N) The security granted pursuant to the terms hereof shall also be subject to the terms and conditions of the Intercreditor Deed.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1 A reference to any person in this Agreement includes such person's successors, transferees and assignees.
- 1.2 Words importing the singular shall include the plural and vice versa unless the context requires otherwise.
- 1.3 Terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Security Agreements as the context may require, provided that any reference to any term defined in any Security Agreement shall (if differently defined in this Agreement) now be read as reference to such term as defined in this Agreement.
- 1.4 A reference to any agreement (including without limitation any of the Secured Documents) is to be construed as a reference to that agreement as it may from time to time be amended, varied, supplemented, restated or novated but excluding for this purpose any amendment, variation, supplement or modification which is contrary to any provision of any Secured Document.

2. GENERAL

- 2.1 The preamble to this Agreement constitutes an integral part of this Agreement.

2.2 The provisions of this Agreement shall constitute an integral part of the respective Security Agreements and any reference to "Agreement" in any of the Security Agreements shall refer to the relevant Security Agreement, as amended by this Agreement.

2.3 Save as amended by this Agreement, each of the Security Agreements and any security created under any of the Security Agreements shall remain in full force and effect.

3. CONFIRMATION AND AMENDMENT

3.1 The Security Agent (acting on the instructions of the other Secured Parties) and each of the Security Grantors hereby agree and confirm, in respect of each of the Security Agreements to which they are a party, that the Security Agreements shall continue to be in full force and effect in respect of the obligations arising under or in connection with the Senior Facilities Agreement and the Senior Secured Notes and be amended to be read and construed as attached as Schedule 1, Schedule 2, Schedule 3 and Schedule 4 to this Agreement and the aforementioned parties shall be bound by the Security Agreements as assignor, transferor and Security Agent, as the case may be. For the avoidance of doubt, nothing in this Agreement shall be read or construed as a re-assignment, re-transfer or release of any security interest created by the respective Security Grantors (or any of them) in favour of the Security Agent under the Security Agreements.

3.2 The Security Agent and each Security Grantor, hereby agree, in respect of the Security Agreements that the obligations secured under the Security Agreements shall include any and all obligations (present and future, actual and contingent) which are (or are expressed to be) or become owing by the Obligors (as defined in the relevant Security Agreements (as amended by this Agreement)) (or any of them) to the Secured Parties (as defined in the relevant Security Agreements (as amended by this Agreement)) (or any of them) under or in connection with the Secured Documents (as defined in the relevant Security Agreements (as amended by this Agreement)).

3.3 For the avoidance of doubt, each Security Grantor, hereby expressly agrees that the provision of section 418 of the German Civil Code shall not apply to any of the Security Agreements (as amended by this Agreement).

3.4 The amendments of the Security Agreements set forth in this Clause 3 shall take effect as of the date hereof.

4. REPRESENTATIONS

Each Security Grantor hereby represents and warrants to each of the Secured Parties by way of an independent guarantee (*selbständiges Garantieverprechen*) that:

4.1 it is validly existing under the laws of the Federal Republic of Germany or any other relevant jurisdiction and neither unable to pay its respective debts when due (*zahlungsunfähig*), over-indebted (*überschuldet*) nor subject to imminent illiquidity (*drohende Zahlungsunfähigkeit*) within the meaning of Sections 17, 18 and 19 of the German Insolvency Code (*Insolvenzordnung*) or any comparable law or provision under any other applicable law or jurisdiction nor subject to any insolvency proceedings (*Insolvenzverfahren*) or equivalent proceedings under any applicable law;

4.2 it has the corporate power and authority to enter into this Agreement, in particular all necessary corporate authorisations to enable or entitle the relevant Security Grantor, to enter into this Agreement have been obtained and are in full force and effect and will remain in full force and effect at all times during the subsistence of the security hereby confirmed and amended;

4.3 this Agreement constitutes its legal, valid, binding and enforceable obligations and confirms the security interests it purports to confirm, which security interests remain valid and effective; and

- 4.4 the representations set out in the Security Agreements (as amended by this Agreement) are correct as of the date hereof.

5. FURTHER ASSURANCE

Each Security Grantor shall, at the request of the Security Agent (acting reasonably) and at its own expense, do all such acts and things necessary or desirable to give effect to the confirmations and amendments effected or to be effected pursuant to this Agreement.

6. COSTS AND EXPENSES

All reasonable costs, charges, fees and expenses together with any applicable value added tax arising from this Agreement or reasonably incurred in connection with its preparation, execution, amendments, restatements, novation, waivers, consents or suspension of rights or any proposal for any of the same (in each case including fees for legal advisers) relating to this Agreement shall be borne by the Security Grantors.

7. PARTIAL INVALIDITY; NO IMPLIED WAIVER

- 7.1 Without prejudice to any other provision hereof, if at any time any one (or more) provision(s) hereof is or becomes invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, or if the parties become aware of any omission (*Vertragslücke*) hereto of any terms which were intended to be included in this Agreement, such invalidity, illegality, unenforceability in such jurisdiction or with respect to such party or parties or such omission shall not, to the fullest extent permitted by applicable law, render invalid, illegal or unenforceable such provision or provisions in any other jurisdiction or with respect to any other party or parties hereto and shall not affect or impair the validity, legality and enforceability of the remaining provisions hereof. Such invalid, illegal or unenforceable provision or such omission shall be deemed to be replaced by the parties with a provision which comes as close as reasonably possible to the commercial intentions of the invalid, illegal, unenforceable or omitted provision.

- 7.2 No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law.

8. COUNTERPARTS AND AMENDMENTS

This Agreement may be executed in any number of counterparts each of which when so executed shall constitute one and the same Agreement. Any amendments, changes or variations to this Agreement, including this Clause 8, shall be made in writing, unless notarial form by operation of law is required.

9. CHOICE OF LAW

This Agreement is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany.

10. PLACE OF JURISDICTION AND PERFORMANCE

- 10.1 Each of the parties hereto irrevocably agrees that the District Court (*Landgericht*) in Frankfurt am Main, Federal Republic of Germany, shall, subject to Clause 10.2 below, have exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement and, for such purposes, irrevocably submits to the jurisdiction of such court.
- 10.2 The submission to the jurisdiction of the court referred to in Clause 10.1 shall not (and shall not be construed so as to) limit the right of the Security Agent to take proceedings against

any Security Grantor in any other court of competent jurisdiction, nor shall the taking of proceedings against any Security Grantor in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

10.3 Place of performance (*Erfüllungsort*) is Frankfurt am Main.

SCHEDULE 1

Amended and Restated Global Assignment Agreement 1

SCHEDULE 1 to the AMENDMENT AND CONFIRMATION AGREEMENT
RELATING TO SECURITY AGREEMENTS

GLOBAL ASSIGNMENT AGREEMENT
(*GLOBALABTRETUNG*)

among

INEOS PHENOL GMBH
INEOS MANUFACTURING DEUTSCHLAND GMBH

as Assignors

and

BARCLAYS BANK PLC

as Security Agent

SHEARMAN & STERLING LLP

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THIS GLOBAL ASSIGNMENT AGREEMENT (this "**Agreement**") is made on 12 May 2010 and has been amended and confirmed on 10 February 2012, on 4 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019, on 29 October 2020 and on 8 November 2021

AMONG:

1. **INEOS PHENOL GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Gelsenkirchen under HRB 9687, having its business address at Dechenstraße 3, 45966 Gladbeck, Germany ("**Assignor 1**");
2. **INEOS MANUFACTURING DEUTSCHLAND GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Köln under HRB 57260, having its business address at Alte Straße 201, 50769 Köln, Germany ("**Assignor 2**");

(the entities listed in nos. 1 and 2 above are hereinafter referred to each as an "**Assignor**" and collectively as the "**Assignors**"); and

3. **BARCLAYS BANK PLC**, a credit institution organised under the laws of England and Wales with registered no. 01026167, having its business address at 1 Churchill Place, Canary Wharf, London, E14 5HP, United Kingdom as security agent for the Secured Parties (as defined below) (the "**Security Agent**").

WHEREAS:

- (A) INEOS Finance PLC (the "**Senior Secured Note Issuer**") has issued US\$ 1,000,000,000 8.375% senior secured notes due 2019 and EUR 500,000,000 floating rate senior secured notes due 2019 (together the "**2019 Senior Secured Notes**") under the indenture dated as of 10 February 2012 among the Senior Secured Note Issuer, the guarantors named therein, The Bank of New York Mellon as trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time). The 2019 Senior Secured Notes have been fully redeemed in the meantime.
- (B) The Senior Secured Note Issuer has further issued US\$ 775,000,000 7.50% senior secured notes due 2020 (together the "**2020 Senior Secured Notes**") under the indenture dated as of 4 May 2012 among the Senior Secured Note Issuer, the guarantors named therein, The Bank of New York Mellon as trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time). The 2020 Senior Secured Notes have been fully redeemed in the meantime.
- (C) The Senior Secured Note Issuer has further issued EUR 770,000,000 4.00% senior secured notes due 2023 (together the "**2023 Senior Secured Notes**") under the indenture dated as of 5 May 2015 among the Senior Secured Note Issuer, the guarantors named therein, The Bank of New York Mellon as trustee (the "**Senior Secured Notes Trustee**") and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2023 Senior Secured Indenture**"). The 2023 Senior Secured Notes have been fully redeemed in the meantime.

- (D) The Senior Secured Note Issuer has further issued EUR 550,000,000 2.125% senior secured notes due 2025 (together the "**2025 Senior Secured Notes**") under the indenture dated as of 3 November 2017 among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2025 Senior Secured Indenture**").
- (E) On 24 April 2019 the Senior Secured Note Issuer has further issued EUR 770,000,000 2.875% senior secured notes due 2026 (together the "**2026 Senior Secured Notes**") under the indenture dated as of 24 April 2019 among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2026 Senior Secured Indenture**").
- (F) On 29 October 2020 the Senior Secured Note Issuer has further issued EUR 325,000,000 3 3/8% senior secured notes due 2026 (together the "**2026-2 Senior Secured Notes**") under the indenture dated as of 29 October 2020 among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2026-2 Senior Secured Indenture**").
- (G) INEOS US Finance LLC and the Senior Secured Note Issuer as Borrowers, Barclays Bank PLC as Administrative Agent (the "**Administrative Agent**") and Security Agent and the Lenders referred to therein have entered into a credit agreement originally dated 27 April 2012 (as amended and restated on 8 May 2013, on 21 February 2014, on 24 November 2014, on 31 March 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017 and on 29 October 2020 and as further amended, restated, refinanced, replaced, supplemented and/or waived from time to time, the "**Existing Senior Facilities Agreement**").
- (H) On 22 March 2019 the Senior Secured Note Issuer has entered into an assignable loan agreement (*Schuldscheindarlehen*) between, amongst others, the Senior Secured Note Issuer as borrower, INEOS Luxembourg I S.A. as company, Deutsche Bank Aktiengesellschaft as bank, creditor and paying agent and Wilmington Trust SP Services (Frankfurt) GmbH as trustee (the "**Trustee**") (as amended, restated, supplemented and/or waived from time to time, the "**Schuldschein Loan Agreement**").
- (I) In order to secure the obligations under or in connection with the Senior Facilities Agreement, the Schuldschein Loan Agreement, the 2025 Senior Secured Notes, the 2026 Senior Secured Notes and the 2026-2 Senior Secured Notes (and originally, *inter alia*, the 2019 Senior Secured Notes, the 2020 Senior Secured Notes and the 2023 Senior Secured Notes), the Assignors entered into this Agreement on 12 May 2010 with the Security Agent as assignee. This Agreement was amended and confirmed on 10 February 2012, on 4 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019 and on 29 October 2020 and supplemented pursuant to a supplemental agreement dated 23 March 2018.
- (J) INEOS US Finance LLC, INEOS Finance PLC, certain group companies as guarantors, certain lenders and the Administrative Agent and Security Agent will have entered into a joinder agreement in relation to the Existing Senior Facilities Agreement dated on or about the date hereof (the "**Joinder Agreement**") pursuant to which, *inter alia*, a new series of

term loans will be incurred and certain other amendments will be made (the Existing Senior Facilities Agreement, as amended, restated, refinanced, replaced, supplemented and/or waived from time to time, including by way of the Joinder Agreement, the "**Senior Facilities Agreement**"). The amendments pursuant to the Joinder Agreement do not constitute a novation.

- (K) The Assignors have agreed to amend and confirm this Agreement in order to ensure that it secures the respective claims of the Secured Parties (as defined below) against the Obligors (as defined below), or any of them, under or in connection with the relevant Secured Documents (as defined below) and, by securing any claims of the Security Agent arising under the abstract acknowledgement of indebtedness (*abstraktes Schuldanerkenntnis*) granted under Clause 22.16 of the Intercreditor Deed (as defined below), Clause 14.09 of the 2025 Senior Secured Indenture, Clause 14.09 of the 2026 Senior Secured Indenture and/or Clause 14.09 of the 2026-2 Senior Secured Indenture, to indirectly secure the respective claims of the Secured Parties (as defined below) against the Obligors (as defined below) under the relevant Secured Documents.
- (L) The security granted pursuant to the terms hereof shall also be subject to the terms and conditions of the Intercreditor Deed (as defined below).

NOW, IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Collateral" means:

- (a) any and all present and future, actual and contingent accounts receivable (*Forderungen*) of any of the Assignors originating from selling goods and/or providing services (*Warenlieferungen und Leistungen*) (excluding, for the avoidance of doubt, any accounts receivable resulting from inter-company loans) (together the **"Receivables"**);
- (b) any and all rights and claims to which any of the Assignors are now or may hereafter become entitled in respect of all present and future insurances (other than any Excluded Insurances) of any of the Assignors (each an **"Insurance"** and collectively the **"Insurances"**);
- (c) any and all present and future, actual and contingent monetary rights and claims of any of the Assignors arising under or with respect to any and all Intra-Group Agreements (the **"Intra-Group Receivables"**);
- (d) any and all present and future, actual and contingent, registered and non registered intellectual property rights of any of the Assignors such as, *inter alia*, trademarks (*Marken*), patents (*Patente*), utility models (*Gebrauchsmuster*), inventions, know-how, designs (*Geschmacksmuster*), trade names (*Geschäftliche Bezeichnungen*), domain names and other source identifiers and rights of use (*Nutzungsrechte*) relating to copyrights (*Urheberrechte*) including all rights of use relating to computer software, programmes and databases (collectively the **"IP Rights"**) and where the relevant IP Right has not yet been registered, IP Right shall mean all rights resulting

from and related to the filing/application with the relevant authority of such rights;
and

- (e) any and all present and future, actual and contingent monetary rights and claims of any of the Assignors arising under or with respect to any and all Hedging Agreements (the "**Hedging Receivables**");

"Declared Default" means an Event of Default which is continuing and in respect of which the Security Agent has given notice of intention to enforce;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;

"Event of Default" means any event or circumstance specified as such in any of the Senior Facilities Agreement, the Schuldschein Loan Agreement or the Senior Secured Indentures;

"Excluded Insurances" means each insurance of any Assignor listed in Schedule 1.1 and 1.2, respectively, and any other insurance which intends to compensate or cover the relevant Assignor for any payments made or to be made to a third party (i.e. liability, accident, health and life insurances) if such insurance is expressly agreed to be included in an updated list of Excluded Insurances by the relevant Assignor and the Security Agent;

"Group" means the Parent and its Subsidiaries from time to time and **"Group Company"** and **"member of the Group"** means any of them;

"Instructing Group" has the meaning given to that term in the Intercreditor Deed;

"Intercreditor Deed" means the intercreditor deed dated 12 May 2010 between, amongst others, the Obligors referred to therein, the Administrative Agent, the Security Agent, BP International Limited as collateral agent for the BP Creditors referred to therein and acceded to by The Bank of New York Mellon as the trustee for the Senior Secured Noteholders referred to therein and by The Bank of New York Mellon as trustee for the High Yield Noteholders referred to therein (as amended, restated, supplemented and/or waived from time to time);

"Intra-Group Agreements" means any and all present and future agreements between any Assignor and another member of the Group under which the respective member of the Group is owing monies to the respective Assignor, in particular loan agreements and any current account arrangements and **"Intra-Group Agreement"** means any of them;

"Obligors" means the Principal Obligor, the Senior Secured Note Issuer, any borrower or guarantor under the Senior Finance Documents, the Schuldschein Loan Agreement, the Schuldschein Guarantee and/or any Senior Secured Note Document and **"Obligor"** means any of them;

"Parent" means INEOS Group Holdings S.A.;

"Principal Obligor" means INEOS Holdings Limited;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the assets of the Group Companies or any other person which from time to time are, or are expressed to be, the subject of the Transaction Security;

"Relevant Secured Documents" means the Senior Facilities Agreement, the Senior Secured Indentures and the Schuldschein Loan Agreement;

"Schuldschein Guarantee" means the guarantee entered into in connection with the Schuldschein Loan Agreement and made between, amongst others, certain Group Companies as Guarantors and Deutsche Bank Aktiengesellschaft.

"Secured Documents" means, together, the Senior Finance Documents and the Senior Secured Note Documents;

"Secured Obligations" means any and all obligations due, owing or incurred to the Secured Parties (or any of them) by any Obligor, any other Group Company or any other grantor of Transaction Security under or in connection with any Secured Document (including, without limitation, any amendments, supplements or restatements of any Secured Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities or any issuances of additional notes under any Secured Document (in each case to the extent permitted under the Secured Documents)) at present or in the future, in any manner whether actual and contingent, matured or unmatured, liquidated or unliquidated, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon (both before and after judgment), including, but without limitation to, all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of a Group Company and all losses incurred by any Secured Party in connection with any Secured Documents (including, without limitation, any amendments, supplements or restatements of any Secured Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities or any issuances of additional notes under any Secured Document (in each case to the extent permitted under the Secured Documents)). The Secured Obligations shall, for the avoidance of doubt, also include (i) any obligations which are (or are expressed to be) or become owing to the Security Agent under any abstract acknowledgement of debt (*abstraktes Schuldanerkenntnis*) granted in relation to the Secured Documents, (ii) any obligations which are (or are expressed to be) or become owing to the Security Agent in its capacity as the joint and several creditor (*Gesamtgläubiger*) of each and every obligation of any Obligor, any other Group Company or any other grantor of Transaction Security towards each of the Secured Parties under the Secured Documents and (iii) any non-contractual obligations arising in connection with the transactions contemplated by the Secured Documents, in particular, on the grounds of unjustified enrichment (*ungerechtfertigte Bereicherung*) and tort (*Delikt*);

"Secured Parties" means each Senior Finance Party, each Senior Secured Note Creditor, the Trustee and any Receiver or Delegate;

"Security Documents" has the meaning given to that term in the Intercreditor Deed;

"Security Interest" has the meaning given to the term "Lien" in the Senior Facilities Agreement;

"Senior Finance Documents" means the Senior Facilities Agreement, the Schuldschein Loan Agreement, the Schuldschein Guarantee and the other Senior Finance Documents (as defined in the Intercreditor Deed);

"Senior Finance Parties" has the meaning given to that term in the Intercreditor Deed;

"Senior Secured Indentures" means the 2025 Senior Secured Indenture, the 2026 Senior Secured Indenture and the 2026-2 Senior Secured Indenture;

"Senior Secured Noteholders" means the holders from time to time of the Senior Secured Notes;

"Senior Secured Notes" means the 2025 Senior Secured Notes, the 2026 Senior Secured Notes and the 2026-2 Senior Secured Notes;

"Senior Secured Note Creditors" means any Senior Secured Noteholders and the Senior Secured Notes Trustee;

"Senior Secured Note Documents" means the Senior Secured Indentures, the Senior Secured Notes, the guarantees in respect of the Senior Secured Notes granted under the Senior Secured Indentures, the Security Interests granted or to be granted for the benefit of any Senior Secured Note Creditors pursuant to the Senior Secured Note Documents, and the Intercreditor Deed; and

"Transaction Security" means the Security Interests created or expressed to be created in favour of the Security Agent or any other Secured Party pursuant to the Security Documents.

- 1.2 A reference to any person in this Agreement includes such person's successors, transferees and assignees.
- 1.3 Words importing the singular shall include the plural and vice versa unless the context requires otherwise.
- 1.4 Terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Senior Facilities Agreement (including by cross reference to any other document).
- 1.5 If:
 - (a) the Senior Discharge Date (as defined in the Intercreditor Deed) insofar as it relates to the Senior Finance Documents (as defined in the Senior Facilities Agreement) has occurred; or
 - (b) the Senior Facilities Agreement is terminated or cancelled or is for any other reason invalid, illegal or otherwise unenforceable,

then the reference in this Agreement to words and expressions being as defined in the Senior Facilities Agreement is to those words and expressions as defined immediately prior to such events.

2. ASSIGNMENT

- 2.1 Each Assignor hereby assigns the Collateral held by it, respectively, with all rights related thereto to the Security Agent.
- 2.2 The Security Agent who is acting as security agent for the Secured Parties hereby accepts the assignment of the Collateral.

2.3 The existing Collateral shall transfer to the Security Agent on execution of this Agreement, and any future Collateral shall pass over to the Security Agent on the date such Collateral arises.

2.4 Together with the Collateral all security interests and other rights pertaining thereto are transferred and assigned to the Security Agent.

3. PURPOSE OF THE ASSIGNMENT

The Collateral shall serve as security for the prompt and complete satisfaction of any and all Secured Obligations.

4. LIST OF COLLATERAL

4.1 Each Assignor shall provide the Security Agent within 10 Business Days at the end of each calendar quarter with a list (in electronic or any other form as agreed between the relevant Assignor and the Security Agent) of its respective Receivables which were still outstanding at the end of the previous calendar quarter and shall provide the Security Agent with such lists at shorter intervals if so requested by the Security Agent if reasonably necessary to safeguard the interests of the Secured Parties.

4.2 Each Assignor shall provide the Security Agent within 10 Business Days at the end of each calendar quarter with lists (in electronic or any other form as agreed between the relevant Assignor and the Security Agent) of the IP Rights, the Intra-Group Receivables, Hedging Receivables and of those Insurances which have not expired at the end of such previous calendar quarter, or at shorter intervals if so requested by the Security Agent and if reasonably necessary to safeguard the interests of the Secured Parties, provided that each Assignor shall have the right to submit updated lists of Excluded Insurances to the Security Agent at any time.

4.3 The lists referred to in Clauses 4.1 and 4.2 are for notification purposes only and if for any reason whatsoever the relevant Collateral is not, or is incompletely contained in the lists presented then the assignment of the Collateral shall not be affected thereby.

4.4 Unless otherwise agreed, the lists under Clause 4.1 and 4.2 of this Agreement for Receivables, Intra-Group Receivables and Hedging Receivables shall show the names and addresses of the third-party debtors (each a "**Debtor**" and together the "**Debtors**") as well as the outstanding amounts and the due dates for payment.

4.5 If any Assignor employs a third party for its bookkeeping and/or data-processing then, upon the occurrence of a Declared Default, the relevant Assignor hereby authorises the Security Agent to obtain the respective lists directly from such third party at the relevant Assignor's expense.

5. BLANK NOTIFICATION LETTERS; DISCLOSURE

5.1 Each Assignor shall immediately following execution of this Agreement deliver to the Security Agent notification letters in the form of Schedule 2 or Schedule 3, as the case may be, executed in blank for the purpose of notifying its respective Debtors and insurers of this Agreement. Each Assignor hereby authorises the Security Agent to copy blank notification certificates signed by the respective Assignor.

- 5.2 The Security Agent shall be entitled to disclose the assignment of the Receivables constituted by this Agreement to the relevant Debtors (other than Debtors of Intra-Group Receivables) only upon the occurrence of a Declared Default.
- 5.3 Each Assignor hereby authorises the Security Agent to disclose the assignment of Intra-Group Receivables and Insurances constituted by this Agreement to the relevant Debtors and insurers immediately after execution of this Agreement.

6. ASSIGNMENT OF RECEIVABLES AGAINST CONDITIONAL VENDORS

- 6.1 If Receivables are assigned pursuant hereto which are subject to extended retention of title arrangements (*verlängerter Eigentumsvorbehalt*), the assignment of such Receivables shall only become effective with the extinction of such retention of title arrangements. As long as any person is only partly entitled to the Receivables as a result of such person's retention of title arrangements the assignment of such Receivables to the Security Agent hereunder shall be limited to the part of the Receivables to which the respective Assignor is entitled. The other part of the Receivables will transfer to the Security Agent at such time as that part is no longer affected by any such retention of title arrangements.
- 6.2 Each Assignor hereby assigns to the Security Agent, who accepts such assignments, its respective right to reassignment of the Receivables assigned to a person by reason of retention of title arrangements as well as any contingent claims to the transfer of all proceeds paid out to such person, together with all rights pertaining thereto. The same applies to any possible inchoate right (*Anwartschaftsrecht*) with respect to the assignment of any Receivables which are subject to a condition subsequent (*auflösende Bedingung*).
- 6.3 Upon the occurrence of a Declared Default, the Security Agent shall be entitled to extinguish any retention of title arrangements by satisfying the holder thereof.

7. CURRENT ACCOUNT (KONTOKORRENT)

If and to the extent that there are any genuine or non-genuine current account relationships (*Kontokorrent*) between any Assignor and any third party debtor or if such a relationship is entered into at any time after the date hereof, each Assignor hereby (i) irrevocably grants to the Security Agent the right and power (*bevollmächtigt*) to demand the determination and acknowledgement of the current account balances (*Recht auf Saldofeststellung und -anerkennung*) and to terminate any such current account relationship (*Kündigung des Kontokorrents*), including the right to terminate any giro agreement (*Girovertrag*) pursuant to/under which the current account is maintained, and (ii) assigns any claims resulting from balances already drawn or to be drawn in the future. The Security Agent will exercise such rights only after the occurrence of an Event of Default.

8. COLLECTION AND USE OF RECEIVABLES, INTRA-GROUP RECEIVABLES, HEDGING RECEIVABLES AND INSURANCE PROCEEDS BY THE ASSIGNORS AND EXERCISE OF IP RIGHTS BY THE ASSIGNORS

- 8.1 The Security Agent hereby, and until the occurrence of a Declared Default, authorises each Assignor to collect the Receivables, the Intra-Group Receivables, the Hedging Receivables and any Insurance proceeds and to exercise the IP Rights in its own name and for its own account (such authorisation hereinafter referred to as the "**Authorisation**") in the ordinary course of its business. Each Assignor shall in doing so act with the care of an orderly acting merchant (*Sorgfalt eines ordentlichen Kaufmanns*).

- 8.2 If payments in respect of the Collateral are made by cheque or bill of exchange, the ownership in the documents shall pass to the Security Agent upon the respective Assignor acquiring such ownership, and each Assignor hereby assigns to the Security Agent in advance any of its rights arising therefrom as security for the Secured Obligations. Physical delivery of cheques and bills of exchange to the Security Agent shall be replaced by an undertaking of each Assignor to hold such cheques and bills of exchange in gratuitous custody (*unentgeltliche Verwahrung*) for the Security Agent or, if the respective Assignor does not obtain actual possession of such documents, each Assignor hereby assigns to the Security Agent in advance all of its claims for delivery thereof against third parties as security for the Secured Obligations.

9. EXERCISE OF IP RIGHTS BY THE SECURITY AGENT

- 9.1 Prior to the occurrence of an Event of Default, the Security Agent shall with respect to the IP Rights only be entitled to take such actions which are necessary to protect (*erhalten*) the IP Rights in the interest of the Secured Parties.
- 9.2 The Security Agent shall at any time and at its own cost be entitled to (i) notify the German Patent and Trade Mark Office (*Deutsches Patent- und Markenamt*) or any other relevant authority in or outside of the Federal Republic of Germany, of the assignments made hereunder by furnishing a copy of this Agreement to the relevant office and (ii) request registration of the assignments of the IP Rights made hereunder.

10. CONFIRMATION OF LAPSE OF AUTHORISATION

At any time after the occurrence of a Declared Default, the Security Agent shall be entitled to confirm in writing that the Authorisation has lapsed.

11. AUTHORISATION FOR TRANSFER OF COLLATERAL

The Security Agent hereby, and until the occurrence of a Declared Default, authorises (*ermächtigt*) each Assignor to dispose of (*verfügen über*) the Collateral (or any part thereof) if and to the extent such disposal is permitted under each of the Relevant Secured Documents.

12. RIGHT OF REALISATION

- 12.1 Following the occurrence of a Declared Default, the Security Agent shall be entitled to arrange for the collection of Receivables, Intra-Group Receivables, Hedging Receivables and Insurance proceeds and to realise the IP Rights for and on behalf of the Secured Parties. The Security Agent shall give the relevant Assignor five (5) Business Days' prior written notice of its intention to realise the security interests granted hereunder. However, such notice is not necessary if the relevant Assignor has ceased to make payments or if an application for the institution of insolvency proceedings or similar proceedings is filed by or against it. The Security Agent will only take these measures to the extent necessary to satisfy the Secured Obligations.
- 12.2 The Security Agent may, in its sole discretion, determine which of several security interests, if applicable, shall be used to satisfy the Secured Obligations.
- 12.3 Subject to Clause 9.2 in respect of IP Rights, if an Event of Default threatens to occur, the Security Agent will notify the relevant Assignor in writing at least two weeks prior to the

disclosure of any assignment pursuant hereto. However, such notification is not necessary if an Event of Default has already occurred.

- 12.4 To the extent that the Authorisation is revoked, the Security Agent may request that all documents relating to the Receivables, the Intra-Group Receivables, the Insurances and the Hedging Receivables and the IP Rights be handed over to it and each Assignor hereby agrees to comply with any such request and, in the case of cheques and bills of exchange, shall endorse such documents in blank and shall deliver them to the Security Agent as soon as practicable, and in any event upon request by the Security Agent.
- 12.5 The Security Agent shall realise all or part of the Collateral to the extent necessary to satisfy any outstanding Secured Obligations by (i) collecting all or part of the Receivables, Intra-Group Receivables, the Insurance proceeds and the Hedging Receivables, as the case may be, and (ii) in relation to the IP Rights, by any other means such as, without limitation, transferring or licensing any or all IP Rights to third parties.
- 12.6 The Security Agent may request each Assignor to collect the Receivables, the Intra-Group Receivables, Hedging Receivables and the Insurance proceeds and/or exercise the IP Rights, as the case may be, for and on behalf of the Secured Parties and each Assignor shall promptly comply with such request.
- 12.7 If the Security Agent collects any Receivables, any Intra-Group Receivables, Hedging Receivables or any of the Insurance proceeds or realises any or all of the IP Rights, as the case may be, pursuant to Clause 12.5, it may take all measures and enter into all agreements with such Debtors, and Insurers, and third parties acquiring IP Rights, as the case may be, which it considers to be expedient. In particular, the Security Agent may grant discounts or indulgence to Debtors, and Insurers and third parties acquiring IP Rights, as the case may be, and/or enter into settlement agreements.
- 12.8 Each Assignor shall take any and all actions and make any and all declarations the Security Agent may reasonably request for the purpose of, or in connection with, the realisation of the Collateral.
- 12.9 The realisation of the Collateral granted by any Assignor organised in the legal form of a German limited liability company (the "**GmbH Assignor**") shall be limited as follows:
- (a) Subject to the provisions in this Clause 12.9 and notwithstanding anything to the contrary in this Agreement or in any other Secured Document, to the extent any GmbH Assignor secures liabilities of its direct or indirect shareholder(s) or any of their affiliates (other than Subsidiaries of that GmbH Assignor) the realisation of such Collateral shall be limited to an amount equal to the higher of:
- (i) the aggregate of:
- (A) any amounts directly or indirectly made available under any Secured Document to such GmbH Assignor which have not yet been repaid by that GmbH Assignor as of the date on which the Security Agent notifies the GmbH Assignor of its intention to realise the Collateral (the "**Notification Date**"); and

- (B) the amount of the net assets (*Reinvermögen*) of that GmbH Assignor as shown in a balance sheet drawn up (*Stichtagsbilanz*) as of the end of the Notification Date (the "**Available Net Assets**"); and

- (ii) the amount enforceable by operation of paragraph (c) (ii) below.

When used in this Clause 12.9, net assets (*Reinvermögen*) of a GmbH Assignor shall be calculated as the sum of the balance sheet positions shown under Section 266 (2) (A), (B), (C), (D) and (E) of the German Commercial Code (*HGB*), less the aggregate of (x) the amounts shown under balance sheet positions pursuant to Section 266 (3) (A) I, II, III (with respect to II and III to the extent that reserves cannot be released under the then current circumstances) and IV (to the extent losses are carried forward) and V (to the extent there is an annual loss), (B), (C), (D) and (E) of the German Commercial Code (but disregarding, for the avoidance of doubt, any financial indebtedness which is subordinated to any financial indebtedness outstanding under the Secured Documents (including indebtedness in respect of guarantees for financial indebtedness which is so subordinated)) and (y) its non-distributable assets pursuant to Section 268 (8) of the German Commercial Code (*HGB*).

Further, any increases of the registered capital (*Stammkapital*) of the GmbH Assignors effected after the date of this Agreement without the prior written consent of the Instructing Group and any indebtedness incurred in violation of the Secured Documents shall be disregarded.

- (b) Each GmbH Assignor shall, if:

- (i) it has been notified of the intention of the Security Agent to realise the Collateral; and
- (ii) there continue to be outstanding claims against any Obligor, other member of the Group and/or any other grantor of Transaction Security under the terms of any of the Secured Documents after application of paragraph (a),

realise, within a period of three months after the Notification Date, to the extent legally permitted, any and all of its assets which have a fair market value which is materially higher than the book value (or if there is no book value allocated to this asset), if such realisation is commercially justifiable with respect to the cost and efforts involved and, to the extent that any asset is essential for its business, shall only realise such asset if such realisation does not affect the ability of such GmbH Assignor to use that asset or the relevant part of its business can be carried on from other sources without use of such asset. After the expiry of such three month period the relevant GmbH Assignor shall, within three Business Days, notify the Security Agent of the amount of the proceeds from the sale and submit an accompanying statement to the Security Agent stating the amount of the Available Net Assets of such GmbH Assignor, recalculated to take into account such proceeds. Such recalculation shall, upon the Security Agent's request (such request to be delivered not later than three (3) Business Days after receipt by the Security Agent of such recalculation), be confirmed by its auditors within a period of thirty (30) Business Days following the respective request.

- (c) The parties agree that:
- (i) a notification of the Security Agent's intention to realise the Collateral may, subject to the preconditions and terms of this Clause 11 be delivered for any amount due and payable under the Secured Obligations and considered appropriate for enforcement by the Security Agent (the "**Enforcement Amount**");
 - (ii) the Enforcement Amount may be enforced against the GmbH Assignor unless the GmbH Assignor notifies the Security Agent upon receiving such realisation notice within a period of fifteen (15) Business Days that the Enforcement Amount exceeds the Available Net Assets together with calculations of such excess (the Available Net Assets, upon request by the Security Agent, to be confirmed by such GmbH Assignor's auditors within a period of further thirty (30) Business Days following the respective request);
 - (iii) irrespective of any notice given in accordance with paragraph (c) (ii) the Security Agent may immediately realise the Collateral in an amount equal to the aggregate of:
 - (A) any amounts directly or indirectly made available under any Secured Document to a GmbH Assignor which have not yet been repaid by that GmbH Assignor as of the Notification Date; and
 - (B) the amount of the net assets (*Reinvermögen*) of that GmbH Assignor as shown in its financial statements (unaudited or audited, as the case may be) most recently delivered to the Security Agent (the "**Communicated Net Assets**"), unless the relevant GmbH Assignor provides evidence reasonably satisfactory to the Security Agent that an immediate realisation of the Collateral in an amount equivalent to the Communicated Net Assets (excluding, for the avoidance of doubt any amounts referred to under sub-paragraph (c) (iii) (A) above) would require its management to file for insolvency for reasons of an inability to pay its debts as they fall due (*Zahlungsunfähigkeit*), in which case to such extent no such immediate enforcement will be permitted.
 - (iv) if calculations in accordance with sub-paragraph (c) (ii) are provided and the Available Net Assets exceed the amount of the Communicated Net Assets, the Security Agent shall be entitled to realise the Collateral in an amount equal to such excess after expiry of the first period of fifteen (15) Business Days referred to in sub-paragraph (c) (ii) or, if the Security Agent has requested a confirmation of such calculations by such GmbH Assignor's auditors, after the expiry of the further period of thirty (30) Business Days referred to in sub-paragraph (c) (ii);
 - (v) if calculations in accordance with sub-paragraph (c) (ii) are provided and the Available Net Assets are lower than the amount of the Communicated Net Assets and the Collateral has been realised under sub-paragraph (c) (iii) (B), the balance shall be repaid by the Security Agent to the respective GmbH Assignor within five Business Days after expiry of the first period of

fifteen (15) Business Days referred to in sub-paragraph (c) (ii) or, if the Security Agent has requested a confirmation of such calculations by such GmbH Assignor's auditors, after the expiry of the further period of thirty (30) Business Days referred to in sub-paragraph (c) (ii);

(vi) in respect of any additional amount pursuant to paragraph (b) the Security Agent may realise the Collateral after expiry of the three months period set forth in paragraph (b) or, if the Security Agent has requested a confirmation of the recalculation of the Available Net Assets pursuant to paragraph (b), after expiry of the period of further thirty (30) Business Days referred to in the last sentence of paragraph (b). Should the statement on the recalculated Available Net Assets pursuant to paragraph (b) or, as the case may be, the confirmation of such recalculation by its auditors, not be provided to the Security Agent within the time periods set forth in paragraph (b), the Security Agent shall be entitled to realise the Collateral in an amount equal to the net proceeds from the sale of the assets pursuant to paragraph (b) after expiry of the relevant time period referred to in paragraph (b); and

(vii) to the extent that a GmbH Assignor does not secure any amounts directly or indirectly made available under any Secured Document to a GmbH Assignor which have not yet been repaid by that GmbH Assignor as of the Notification Date, if the Security Agent notifies a GmbH Assignor of its intention to realise the Collateral and the respective GmbH Assignor promptly notifies the Security Agent that such realisation (taking into account the limitations set forth in this Clause 12.9) would oblige its management to file for insolvency for reasons of an inability to pay its debts as they fall due (*Zahlungsunfähigkeit*), the Security Agent will, without prejudice to any rights it may have under this Agreement, discuss with the respective GmbH Assignor ways to avoid the insolvency of that GmbH Assignor.

(d) The restrictions pursuant to paragraph (a) above shall not apply:

(i) when, at a Notification Date the restrictions under paragraph (a) are, due to a change of the applicable laws, the interpretation thereof or otherwise, not required to protect the managing directors of the relevant GmbH Assignor or of any of its direct or indirect shareholders from the risk of personal liability;

(ii) if the GmbH Assignor (as dominated entity) is subject to a domination and/or profit and loss pooling agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) (within the meaning of Section 291 of the German Stock Corporation Act (*Aktiengesetz*)) on the date of the enforcement of the security interests created hereunder, but only if and to the extent that it may reasonably be expected (applying the due care of an ordinary businessman (*Sorgfalt eines ordentlichen Kaufmanns*)) that such GmbH Assignor is able to recover the annual loss (*Jahresfehlbetrag*) which the dominating entity is obliged to pay pursuant to Section 302 of the German Stock Corporation Act; or

- (iii) if and to the extent the GmbH Assignor holds on the date of the enforcement of the security interests created hereunder a fully recoverable indemnity or claim for refund (*vollwertiger Gegenleistungs- oder Rückgewähranspruch*) (within the meaning of Section 30 (1) sentence 2 of the German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*) against its shareholder covering at least the relevant amount enforced under the security interests.
 - (e) This Clause 12.9 (a) through (d) shall apply mutatis mutandis to an Assignor organised as a limited liability partnership (*GmbH & Co. KG*) with a GmbH as its sole general partner, provided that in such case and for the purpose of this Clause 12.9 only any reference to such Assignor's net assets (*Reinvermögen*) shall be deemed to be a reference to the net assets (*Reinvermögen*) of such Assignor and its general partner (*Komplementär*) on a pro forma consolidated basis.
- 12.10 After the complete, unconditional, irrevocable and full payment and discharge of all Secured Obligations any remaining proceeds resulting from the enforcement of the security interests granted hereunder (or part thereof) shall be transferred to the respective Assignor at the cost and expense of such Assignor.
- 13. RELEASE OF COLLATERAL**
- 13.1 Upon complete and irrevocable satisfaction of the Secured Obligations, the Security Agent shall at the request and cost of the relevant Assignors reassign the Collateral to the respective Assignor, who shall accept such reassignment, and surrender the excess proceeds, if any, resulting from any realisation thereof. The Security Agent will, however, transfer any Collateral to a third person if and to the extent so required by law.
- 13.2 At any time when the total value of the aggregate security granted by the Assignors and the other Obligors to secure the Secured Obligations (the "**Security**") which can be expected to be realised in the event of an enforcement of the Security (*realisierbarer Wert*) exceeds 110% of the Secured Obligations (the "**Limit**") not only temporarily, the Security Agent shall upon the demand of any Assignor reassign or release such part of the Security (*Sicherheitenfreigabe*) as the Security Agent may in its reasonable discretion determine so as to reduce the realisable value of the Security to the Limit.
- 13.3 The Assignors and the Security Agent agree that for the purpose of determining the realisable value of the Collateral the following valuation procedures shall apply: The realisable value of the Collateral shall be established on the basis of its nominal value as indicated in the lists last delivered to the Security Agent pursuant to Clause 4 reduced by 10%.
- 13.4 In case the realisable value of the Security has decreased below the Limit (or would decrease below this amount immediately upon a drawdown permitted under the Senior Facilities Agreement) and provided the relevant Assignor has exercised its right for release of security, the relevant Assignor has, upon receipt of a notification by the Security Agent, to grant (or procure to be granted) additional security to the Security Agent without undue delay, however, at the latest within ten days to the extent that the ratio of the thereby increased Security in relation to the Secured Obligations remains 110 to 100 at all times.

- 13.5 The Assignors and the Security Agent may agree on a different value or valuation procedures in respect of the total value of the Security and the expected value to be realised in the event of a realisation of the Collateral provided that the agreed values or valuation procedures have proven to have materially increased or materially decreased as a result of any change of circumstance.

14. RIGHT OF INSPECTION

- 14.1 Each Assignor undertakes to provide the Security Agent promptly at its request (acting reasonably) with all information and documents which are necessary for perfecting and/or enforcing the respective security created hereby.
- 14.2 Each Assignor authorises the Security Agent during the term of this Agreement and upon not less than 24 hours' notice to inspect its records during normal business hours, or to have them inspected by a duly authorised representative, for the purpose of inspecting and checking any of the Collateral.

15. BOOKKEEPING AND DATA-PROCESSING

- 15.1 If proof or documents which are necessary to identify the Collateral have been handed over by any Assignor to a third party (in particular a bookkeeping firm or a tax consultant) the respective Assignor hereby assigns to the Security Agent, who accepts such assignment, its right to demand from such third party the return of the information and documents. Upon the occurrence of a Declared Default, each Assignor hereby undertakes to instruct the third party to provide the Security Agent upon its demand (acting reasonably) with such information and documents which are necessary to perfect and/or enforce the relevant security created hereby.
- 15.2 If details concerning the Collateral or any part thereof have been stored in an electronic data processing system, then upon the occurrence of a Declared Default, each Assignor shall allow the Security Agent and its designees access to the computer, including the peripheral equipment and all data concerning the Collateral or any part thereof. Moreover, software operators shall be made available insofar as so required, and any assistance required shall be provided to the Security Agent. If a third party handles the electronic processing of data, then upon the occurrence of a Declared Default each Assignor hereby assigns to the Security Agent, who accepts such assignment, all rights against such third party relating to these services, and instructs such third party to handle the processing of data for the Security Agent upon its demand (acting reasonably) as it did for the respective Assignor.
- 15.3 For the avoidance of doubt, nothing contained in or contemplated by this Agreement shall require any Assignor to act in violation of the German Data Protection Act (*Bundesdatenschutzgesetz*).

16. UNDERTAKINGS OF THE ASSIGNORS

- 16.1 During the term of this Agreement, each Assignor undertakes to the Security Agent (except as otherwise agreed in, or permitted under, the Relevant Secured Documents):
- (a) to provide the Security Agent promptly upon request with all information and documents which are necessary for evaluating claims of the Collateral;

- (b) to pay all its present and future receivables duly and promptly in an account pledged to the benefit of the Secured Parties (where possible) and to procure that any and all third party debtors are instructed or will be obliged (where applicable) to make payments of receivables only to an account pledged to the benefit of the Secured Parties;
- (c) not to sell and/or transfer any Receivables under any genuine factoring agreements (*echtes Factoring*) without the prior written consent of the Security Agent;
- (d) to take all actions or make all declarations the Security Agent may require for perfecting or protecting the Collateral intended to be created by this Agreement at the relevant Assignor's own cost and expense;
- (e) not to create or permit to subsist any encumbrance over all or any of the Collateral assigned by it or any interest therein (other than the security pursuant to the Security Documents) or otherwise sell, transfer or dispose of the whole or any part of such Collateral or any interest therein (including, for the avoidance of doubt, any transfer by means of universal or partial succession (*Gesamtrechtsnachfolge*, *partielle Gesamtrechtsnachfolge*)) or knowingly do or permit to be done, anything which might reasonably be expected to depreciate, jeopardise or otherwise directly or indirectly prejudice the value of such Collateral or any interest therein without the prior written consent of the Security Agent;
- (f) to obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the laws and regulations applicable to enable the respective Assignor lawfully to enter into and perform its obligations under this Agreement and to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement;
- (g) to notify the Security Agent promptly (*unverzüglich*) of any event or circumstance which might reasonably be expected to have a material adverse effect on the respective security interest granted by it hereunder;
- (h) to notify the Security Agent without undue delay of any attachment (*Pfändung*) and/or any third parties bringing claims of which it becomes aware in respect of the Collateral assigned by it or any part thereof or any other measures which could jeopardise the Secured Parties' rights relating to the Collateral assigned by it or materially impair its value. In case of an attachment, each Assignor shall deliver to the Security Agent a copy of the attachment and transfer order (*Pfändungs- und Überweisungsbeschluss*) and all other documents necessary to object against the attachment and each Assignor shall inform the relevant attaching creditor immediately about the Security Agent's security interests;
- (i) only to list such insurances as Excluded Insurances in any lists in Schedules 1.1 and 1.2 (including any updates thereto), respectively, which meet the criteria of Excluded Insurances;
- (j) to the extent commercially reasonable, to preserve any and all IP Rights assigned by it at its own cost and to take all action necessary to acquire and maintain the IP Rights resulting from registration with the German Patent and Trade Mark Office or any other relevant authority in or outside of the Federal Republic of Germany; and

- (k) to the extent commercially reasonable, to protect the IP Rights assigned by it against infringement from third parties to the extent necessary to safeguard the interests of the Security Agent and the Secured Parties.

16.2 A consent required from the Security Agent under this Clause 16 may, *inter alia*, be withheld if the respective Assignor cannot provide evidence reasonably satisfactory to the Security Agent that the contemplated action for which such consent is required would maintain the full legal and economic quality and effectiveness of the security granted to the Security Agent under this Agreement (subject to such contemplated action being permitted under the Relevant Secured Documents).

17. REPRESENTATIONS AND WARRANTIES

Each Assignor represents and warrants to the Security Agent that:

- 17.1 at the date hereof it is validly existing under the laws of the Federal Republic of Germany and neither unable to pay its debts as and when they fall due (*zahlungsunfähig*), over-indebted (*überschuldet*) nor subject to imminent illiquidity (*drohende Zahlungsunfähigkeit*) (all within the meaning of Sections 17 to 19, inclusive, of the German Insolvency Code (*Insolvenzordnung*)) nor subject to any insolvency proceedings (*Insolvenzverfahren*);
- 17.2 the validity and enforceability of this Agreement is not subject to any consent or other (legal or non-legal) requirement or condition which has not been obtained, and a shareholders' resolution approving this Agreement has been obtained, where necessary;
- 17.3 it is not subject to any restriction of any kind (other than the restrictions provided for in the Secured Documents) which would prevent it from entering into, and has the corporate power and the authority to enter into, this Agreement; and
- 17.4 it is and will (save to the extent it disposes of any interest in the Collateral assigned by it hereunder pursuant to any disposal permitted under the Relevant Secured Documents) be the sole legal and beneficial (*wirtschaftlicher*) owner of the Collateral assigned by it and such Collateral is free from any rights of third parties (including pre-emption rights) and in each case free from encumbrances (other than the security pursuant to the Security Documents) and can be freely assigned save for any Receivables which are subject to extended retention of title arrangements.

18. INDEMNITY

- 18.1 The Security Agent shall not be liable for any loss or damage suffered by any Assignor save in respect of such loss or damage which is suffered as a result of the wilful misconduct or gross negligence of the Security Agent.
- 18.2 Each Assignor will indemnify the Security Agent and keep the Security Agent or attorney, manager, agent or other person appointed by the Security Agent indemnified against any losses, actions, claims, expenses, demands and liabilities which may be incurred by or made against the Security Agent for anything done or omitted in the exercise or purported exercise of the powers contained herein and occasioned by any breach of any Assignor of any of its obligations or undertakings herein contained other than to the extent that such losses, actions, claims, expenses, demands and liabilities are incurred or made against the Security Agent as a result of the wilful misconduct or gross negligence of the Security Agent.

19. ASSIGNEES AND TRANSFEREES

This Agreement shall be binding upon the parties hereto and their respective successors in law. The Security Agent shall be entitled to assign or otherwise transfer any and all of its rights and duties under this Agreement to third parties. None of the Assignors shall be entitled to such transfer. The parties hereto hereby agree that any person who is an assignee and transferee of a Secured Party pursuant to the Secured Documents, upon such assignment and transfer being effected, becomes a Secured Party for the purposes of this Agreement.

20. DURATION AND INDEPENDENCE

- 20.1 This Agreement shall remain in full force and effect until complete satisfaction of the Secured Obligations. This Agreement shall not cease to exist if the Secured Obligations have only temporarily been discharged.
- 20.2 This Agreement shall create a continuing security and no change, amendment, supplement or novation whatsoever in the Senior Facilities Agreement or in any other Secured Document shall affect the validity or the scope of this Agreement nor the obligations which are imposed on the Assignors hereunder.
- 20.3 This Agreement is independent from any other security or guarantee which may have been or will be given to the Secured Parties or the Security Agent with respect to any obligation of any Assignor. None of such other security interests shall prejudice, or shall be prejudiced by, or shall be merged in any way with, this Agreement.
- 20.4 Waiving Section 418 of the German Civil Code, the Assignors hereby agree that the security created hereunder shall not be affected by any transfer or assumption of the Secured Obligations to, or by, any third party. The security interests granted hereunder shall also cover any future extension of the Secured Obligations.

21. COSTS AND EXPENSES

All reasonable costs, charges, fees and expenses together with any applicable value added tax arising from this Agreement or reasonably incurred in connection with its preparation, execution, amendments, restatements, novation, waivers, consents or suspension of rights or any proposal for any of the same (in each case including fees for legal advisers) relating to this Agreement shall be borne by the Assignors on a joint and several basis.

22. NOTICES AND LANGUAGE

- 22.1 Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally, or sent by mail, fax transmission or cable (the latter two to be affirmed in writing) to the following addresses:

to Assignor 1:	Address:	Dechenstraße 3 D-45966 Gladbeck Germany
	Email:	benie.marotz@ineos.com
	Fax:	+49 (0) 2043 958 910

Attention: Benie Marotz

to Assignor 2: Address: Alte Straße 201
D-50769 Köln
Germany

Email: patrick.giefers@ineos.com
Fax: +49 (0) 221-3555-161362
Attention: Dr. Patrick Giefers/Dr. Axel Göhrt

to the Security Agent: **BARCLAYS BANK PLC**
in its capacity as Security Agent

Address: 1 Churchill Place
Canary Wharf
London E14 5HP
United Kingdom

Fax: + 44 (0) 20 7773 4893
Email: lee.xc.smith@barclays.com
Attention: Lee Smith

or to such address as the recipient may have notified in writing. Proof of posting or dispatch of any notice or communication to any Assignor shall be deemed (*widerlegbare Vermutung*) to be proof of receipt in the case of a letter, on the second Business Day in the country of receipt after posting and in the case of a fax transmission or cable on the Business Day in the country of receipt immediately following the date of its dispatch.

- 22.2 Any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail, except that where a German translation of a legal term appears in such text, the German translation shall prevail.

23. PARTIAL INVALIDITY; NO IMPLIED WAIVER

- 23.1 Without prejudice to any other provision hereof, if at any time any one (or more) provision(s) hereof is or becomes invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, or if the parties become aware of any omission (*Vertragslücke*) hereto of any terms which were intended to be included in this Agreement, such invalidity, illegality, unenforceability in such jurisdiction or with respect to such party or parties or such omission shall not, to the fullest extent permitted by applicable law, render invalid, illegal or unenforceable such provision or provisions in any other jurisdiction or with respect to any other party or parties hereto and shall not affect or impair the validity, legality and enforceability of the remaining provisions hereof. Such invalid, illegal or unenforceable provision or such omission shall be deemed to be replaced by the parties with a provision which comes as close as reasonably possible to the commercial intentions of the invalid, illegal, unenforceable or omitted provision.
- 23.2 No failure to exercise, nor any delay in exercising, on the part of the Security Agent any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise

of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law.

24. COUNTERPARTS AND AMENDMENTS

This Agreement may be executed in any number of counterparts each of which when so executed shall constitute one and the same Agreement. Any amendments, changes or variations to this Agreement, including this Clause 24, shall be made in writing, unless notarial form by operation of law is required.

25. CHOICE OF LAW

This Agreement is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany.

26. PLACE OF JURISDICTION AND PERFORMANCE

26.1 Each of the parties hereto irrevocably agrees that the District Court (*Landgericht*) in Frankfurt am Main, Federal Republic of Germany, shall, subject to Clause 26.2 below, have exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement and, for such purposes, irrevocably submits to the jurisdiction of such court.

26.2 The submission to the jurisdiction of the court referred to in Clause 26.1 shall not (and shall not be construed so as to) limit the right of the Security Agent to take proceedings against any Assignor in any other court of competent jurisdiction, nor shall the taking of proceedings against any Assignor in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

26.3 Place of performance (*Erfüllungsort*) is Frankfurt am Main.

SCHEDULE 1.1

Excluded Insurances of Assignor 1

Insurer	Main Insured	Policy Number	Type of Insurance Policy
Roland Rechtsschutz-Versicherungs-AG	INEOS Vinyls GmbH (INEOS Phenol GmbH is co-insured)	1.03.3578240	Legal Protection
Allianz Versicherungs-AG	INEOS Phenol GmbH	PU 70/0504/3749914/50/502	Personal Accident
HDI Global DE	INEOS Phenol GmbH	48155000-10657	Automobile comprehensive insurance incl. business travel insurance

SCHEDULE 1.2

Excluded Insurances of Assignor 2

Insurer	Main Insured	Policy Number	Type of Insurance Policy
n/a	n/a	n/a	n/a

SCHEDULE 2

Form of Notification

To: [Debtor]

Date: _____

Dear Sirs,

We hereby give you notice that pursuant to an assignment agreement entered into by us in favour of Barclays Bank plc (the "**Security Agent**") dated 12 May 2010 (as amended and confirmed on 10 February 2012, on 4 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019, on 29 October 2020 and on 8 November 2021) we have assigned to the Security Agent all our right, title and interest in and to all present and future claims against you in respect of _____, details of which are set out below.

After your receipt of this notice:

- (i) all payments under or arising from the _____ shall be made to the Security Agent or to its order;
- (ii) all remedies provided for in the _____ or available at law are exercisable by the Security Agent;
- (iii) all rights to compel performance of the _____ are exercisable by the Security Agent;
- (iv) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the _____ belong to the Security Agent.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent at 1 Churchill Place, Canary Wharf, London, E14 5HP, United Kingdom, marked for the attention of Lee Smith.

Details of the debt

Date	Parties	Details of Claims
_____	_____	_____

Yours faithfully,

for and on behalf of [Assignor]

Form of Acknowledgement

[Letterhead of Debtor]

To: Barclays Bank plc
in its capacity as
Security Agent for and
on behalf of certain Secured Parties

Address:

1 Churchill Place
Canary Wharf,
London E14 5HP
United Kingdom

Dear Sirs,

We refer to the letter of [Assignor], dated [●], in which we are notified of an Assignment Agreement dated 12 May 2010 (as amended and confirmed on 10 February 2012, on 4 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019, on 29 October 2020 and on 8 November 2021) under which [Assignor] has assigned to yourselves the [*description of all present and future claims assigned*] (the "**Assigned Claims**") together with all rights pertaining thereto.

We confirm that we have not received notice of any previous arrangements or changes of or over any of the Assigned Claims or any rights pertaining thereto.

We confirm that we shall make all payments in respect of the Assigned Claims exclusively to the bank account as detailed in the above mentioned letter or any other account as specified by you from time to time and that we shall not exercise any right of combination, consolidation or set off which we may have in respect of the Assigned Claims or any rights pertaining thereto:

Yours faithfully

Duly authorised signatory of [Debtor]

SCHEDULE 3

Form of Notification

To: [Insurer]

Date: _____

Dear Sirs,

We hereby give you notice that pursuant to an assignment agreement entered into by us in favour of Barclays Bank plc (the "**Security Agent**") dated 12 May 2010 (as amended and confirmed on 10 February 2012, on 4 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019, on 29 October 2020 and on 8 November 2021) we have assigned to the Security Agent all our right, title and interest in and to all present and future claims against you in respect of _____, details of which are set out below.

After your receipt of this notice:

- (i) all payments under or arising from the _____ shall be made to the Security Agent or to its order;
- (ii) all remedies provided for in the _____ or available at law are exercisable by the Security Agent;
- (iii) all rights to compel performance of the _____ are exercisable by the Security Agent;
- (iv) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the _____ belong to the Security Agent.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent at 1 Churchill Place, Canary Wharf, London E14 5HP, United Kingdom, marked for the attention of Lee Smith.

Details of insurance policies

Date	Insured Parties/Beneficiaries	Details of Insurance Policies
_____	_____	_____

Yours faithfully,

for and on behalf of [Assignor]

Form of Acknowledgement

[Letterhead of Insurer]

To: Barclays Bank plc
in its capacity as
Security Agent for and
on behalf of certain Secured Parties

Address:

1 Churchill Place
Canary Wharf,
London E14 5HP
United Kingdom

Dear Sirs,

We refer to the letter of [Assignor], dated [●], in which we are notified of an Assignment Agreement dated 12 May 2010 (as amended and confirmed on 10 February 2012, on 4 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019, on 29 October 2020 and on 8 November 2021) under which [Assignor] has assigned to yourselves the *[description of all present and future claims assigned]* (the "**Assigned Claims**") together with all rights pertaining thereto.

We confirm that we have not received notice of any previous arrangements or changes of or over any of the Assigned Claims or any rights pertaining thereto.

We confirm that we shall make all payments in respect of the Assigned Claims exclusively to the bank account as detailed in the above mentioned letter or any other account as specified by you from time to time and that we shall not exercise any right of combination, consolidation or set off which we may have in respect of the Assigned Claims or any rights pertaining thereto:

Yours faithfully

Duly authorised signatory of [Insurer]

SCHEDULE 2

Amended and Restated Global Assignment Agreement 2

SCHEDULE 2 to the AMENDMENT AND CONFIRMATION AGREEMENT
RELATING TO SECURITY AGREEMENTS

GLOBAL ASSIGNMENT AGREEMENT
(GLOBALABTRETUNG)

among

INEOS PHENOL VERWALTUNGSGESELLSCHAFT MBH
INEOS DEUTSCHLAND GMBH
INEOS KÖLN GMBH
INEOS KÖLN BETEILIGUNGS GMBH & CO. KG
INEOS KÖLN VERWALTUNGS GMBH
INEOS DEUTSCHLAND HOLDING GMBH

as Assignors

and

BARCLAYS BANK PLC

as Security Agent

SHEARMAN & STERLING LLP

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THIS GLOBAL ASSIGNMENT AGREEMENT (this "**Agreement**") is made on 27 May 2010 and has been amended and confirmed on 1 March 2012, on 29 May 2012, on 8 May 2013, on 24 November 2014 on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019, on 29 October 2020 and on 8 November 2021

AMONG:

1. **INEOS PHENOL VERWALTUNGSGESELLSCHAFT MBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Gelsenkirchen under HRB 4099, having its business address at Dechenstraße 3, 45966 Gladbeck ("**Assignor 1**");
 2. **INEOS KÖLN GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Köln under HRB 37428, having its business address at Alte Straße 201, 50769 Köln, Germany ("**Assignor 2**");
 3. **INEOS DEUTSCHLAND GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Köln under HRB 61258, having its business address at Alte Straße 201, 50769 Köln, Germany ("**Assignor 3**");
 4. **INEOS DEUTSCHLAND HOLDING GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Köln under HRB 64857, having its business address at Alte Straße 201, 50769 Köln, Germany ("**Assignor 4**");
 5. **INEOS KÖLN VERWALTUNGS GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Köln under HRB 59517, having its business address at Alte Straße 201, 50769 Köln, Germany ("**Assignor 5**");
 6. **INEOS KÖLN BETEILIGUNGS GMBH & CO. KG**, a limited partnership (*Kommanditgesellschaft*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Köln under HRA 24630, having its business address at Alte Straße 201, 50769 Köln, Germany ("**Assignor 6**");
- (the entities listed in nos. 1 through 6 (inclusive) above are hereinafter referred to each as an "**Assignor**" and collectively as the "**Assignors**"); and
7. **BARCLAYS BANK PLC**, a credit institution organised under the laws of England and Wales with registered no. 01026167, having its business address at 1 Churchill Place, Canary Wharf, London, E14 5HP, United Kingdom as security agent for the Secured Parties (as defined below) (the "**Security Agent**").

WHEREAS:

- (A) INEOS Finance PLC (the "**Senior Secured Note Issuer**") has issued US\$ 1,000,000,000 8.375% senior secured notes due 2019 and EUR 500,000,000 floating rate senior secured notes due 2019 (together the "**2019 Senior Secured Notes**") under the indenture dated as of 10 February 2012 among the Senior Secured Note Issuer, the guarantors named therein, The Bank of New York Mellon as trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time). The 2019 Senior Secured Notes have been fully redeemed in the meantime.
- (B) The Senior Secured Note Issuer has further issued US\$ 775,000,000 7.50% senior secured notes due 2020 (together the "**2020 Senior Secured Notes**") under the indenture dated as

of 4 May 2012 among the Senior Secured Note Issuer, the guarantors named therein, The Bank of New York Mellon as trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time). The 2020 Senior Secured Notes have been fully redeemed in the meantime.

- (C) The Senior Secured Note Issuer has further issued EUR 770,000,000 4.00% senior secured notes due 2023 (together the "**2023 Senior Secured Notes**") under the indenture dated as of 5 May 2015 among the Senior Secured Note Issuer, the guarantors named therein, The Bank of New York Mellon as trustee (the "**Senior Secured Notes Trustee**") and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2023 Senior Secured Indenture**"). The 2023 Senior Secured Notes have been fully redeemed in the meantime.
- (D) The Senior Secured Note Issuer has further issued EUR 550,000,000 2.125% senior secured notes due 2025 (together the "**2025 Senior Secured Notes**") under the indenture dated as of 3 November 2017 among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2025 Senior Secured Indenture**").
- (E) On 24 April 2019 the Senior Secured Note Issuer has further issued EUR 770,000,000 2.875% senior secured notes due 2026 (together the "**2026 Senior Secured Notes**") under the indenture dated as of 24 April 2019 among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2026 Senior Secured Indenture**").
- (F) On 29 October 2020 the Senior Secured Note Issuer has further issued EUR 325,000,000 3 3/8% senior secured notes due 2026 (together the "**2026-2 Senior Secured Notes**") under the indenture dated as of 29 October 2020 among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2026-2 Senior Secured Indenture**").
- (G) INEOS US Finance LLC and the Senior Secured Note Issuer as Borrowers, Barclays Bank PLC as Administrative Agent (the "**Administrative Agent**") and Security Agent and the Lenders referred to therein have entered into a credit agreement originally dated 27 April 2012 (as amended and restated on 8 May 2013, on 21 February 2014, on 24 November 2014, on 31 March 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017 and on 29 October 2020 and as further amended, restated, refinanced, replaced, supplemented and/or waived from time to time, the "**Existing Senior Facilities Agreement**").
- (H) On 22 March 2019 the Senior Secured Note Issuer has entered into an assignable loan agreement (*Schuldscheindarlehen*) between, amongst others, the Senior Secured Note Issuer as borrower, INEOS Luxembourg I S.A. as company, Deutsche Bank Aktiengesellschaft as bank, creditor and paying agent and Wilmington Trust SP Services (Frankfurt) GmbH as trustee (the "**Trustee**") (as amended, restated, supplemented and/or waived from time to time, the "**Schuldschein Loan Agreement**").
- (I) In order to secure the obligations under or in connection with the Senior Facilities Agreement, the Schuldschein Loan Agreement, the 2025 Senior Secured Notes, the 2026 Senior Secured Notes and the 2026-2 Senior Secured Notes (and originally, *inter alia*, the 2019 Senior Secured Notes, the 2020 Senior Secured Notes and the 2023 Senior Secured Notes), the Assignors entered into this Agreement on 27 May 2010 with the Security Agent as assignee. This Agreement was amended and confirmed on 1 March 2012, on 29 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019 and on 29 October 2020.
- (J) INEOS US Finance LLC, INEOS Finance PLC, certain group companies as guarantors, certain lenders and the Administrative Agent and Security Agent will have entered into a

joinder agreement in relation to the Existing Senior Facilities Agreement dated on or about the date hereof (the "**Joinder Agreement**") pursuant to which, *inter alia*, a new series of term loans will be incurred and certain other amendments will be made (the Existing Senior Facilities Agreement, as amended, restated, refinanced, replaced, supplemented and/or waived from time to time, including by way of the Joinder Agreement, the "**Senior Facilities Agreement**"). The amendments pursuant to the Joinder Agreement do not constitute a novation.

- (K) The Assignors have agreed to amend and confirm this Agreement in order to ensure that it secures the respective claims of the Secured Parties (as defined below) against the Obligors (as defined below), or any of them, under or in connection with the relevant Secured Documents (as defined below) and, by securing any claims of the Security Agent arising under the abstract acknowledgement of indebtedness (*abstraktes Schuldanerkenntnis*) granted under Clause 22.16 of the Intercreditor Deed (as defined below), Clause 14.09 of the 2025 Senior Secured Indenture, Clause 14.09 of the 2026 Senior Secured Indenture and/or Clause 14.09 of the 2026-2 Senior Secured Indenture, to indirectly secure the respective claims of the Secured Parties (as defined below) against the Obligors (as defined below) under the relevant Secured Documents.
- (L) The security granted pursuant to the terms hereof shall also be subject to the terms and conditions of the Intercreditor Deed (as defined below).

NOW, IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"**Collateral**" means:

- (a) any and all present and future, actual and contingent accounts receivable (*Forderungen*) of any of the Assignors originating from selling goods and/or providing services (*Warenlieferungen und Leistungen*) (excluding, for the avoidance of doubt, any accounts receivable resulting from inter-company loans) (together the "**Receivables**");
- (b) any and all rights and claims to which any of the Assignors are now or may hereafter become entitled in respect of all present and future insurances (other than any Excluded Insurances) of any of the Assignors (each an "**Insurance**" and collectively the "**Insurances**");
- (c) any and all present and future, actual and contingent monetary rights and claims of any of the Assignors arising under or with respect to any and all Intra-Group Agreements (the "**Intra-Group Receivables**");
- (d) any and all present and future, actual and contingent, registered and non registered intellectual property rights of any of the Assignors such as, *inter alia*, trademarks (*Marken*), patents (*Patente*), utility models (*Gebrauchsmuster*), inventions, know-how, designs (*Geschmacksmuster*), trade names (*Geschäftliche Bezeichnungen*), domain names and other source identifiers and rights of use (*Nutzungsrechte*) relating to copyrights (*Urheberrechte*) including all rights of use relating to computer software, programmes and databases (collectively the "**IP Rights**") and where the relevant IP Right has not yet been registered, IP Right shall mean all rights resulting from and related to the filing/application with the relevant authority of such rights; and
- (e) any and all present and future, actual and contingent monetary rights and claims of any of the Assignors arising under or with respect to any and all Hedging Agreements (the "**Hedging Receivables**");

"**Declared Default**" means an Event of Default which is continuing and in respect of which

the Security Agent has given notice of intention to enforce;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;

"Event of Default" means any event or circumstance specified as such in any of the Senior Facilities Agreement, the Schuldschein Loan Agreement or the Senior Secured Indentures;

"Excluded Insurances" means each insurance of any Assignor listed in Schedule 1.1 through 1.6, respectively, and any other insurance which intends to compensate or cover the relevant Assignor for any payments made or to be made to a third party (i.e. liability, accident, health and life insurances) if such insurance is expressly agreed to be included in an updated list of Excluded Insurances by the relevant Assignor and the Security Agent;

"Group" means the Parent and its Subsidiaries from time to time and **"Group Company"** and **"member of the Group"** means any of them;

"Instructing Group" has the meaning given to that term in the Intercreditor Deed;

"Intercreditor Deed" means the intercreditor deed dated 12 May 2010 between, amongst others, the Obligors referred to therein, the Administrative Agent, the Security Agent, BP International Limited as collateral agent for the BP Creditors referred to therein and acceded to by The Bank of New York Mellon as the trustee for the Senior Secured Noteholders referred to therein and by The Bank of New York Mellon as trustee for the High Yield Noteholders referred to therein (as amended, restated, supplemented and/or waived from time to time);

"Intra-Group Agreements" means any and all present and future agreements between any Assignor and another member of the Group under which the respective member of the Group is owing monies to the respective Assignor, in particular loan agreements and any current account arrangements and **"Intra-Group Agreement"** means any of them;

"Obligors" means the Principal Obligor, the Senior Secured Note Issuer, any borrower or guarantor under the Senior Finance Documents, the Schuldschein Loan Agreement, the Schuldschein Guarantee and/or any Senior Secured Note Document and **"Obligor"** means any of them;

"Parent" means INEOS Group Holdings S.A.;

"Principal Obligor" means INEOS Holdings Limited;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the assets of the Group Companies or any other person which from time to time are, or are expressed to be, the subject of the Transaction Security;

"Relevant Secured Documents" means the Senior Facilities Agreement, the Senior Secured Indentures and the Schuldschein Loan Agreement;

"Schuldschein Guarantee" means the guarantee entered into in connection with the Schuldschein Loan Agreement and made between, amongst others, certain Group Companies as Guarantors and Deutsche Bank Aktiengesellschaft.

"Secured Documents" means, together, the Senior Finance Documents and the Senior Secured Note Documents;

"Secured Obligations" means any and all obligations due, owing or incurred to the Secured Parties (or any of them) by any Obligor, any other Group Company or any other grantor of Transaction Security under or in connection with any Secured Document (including, without limitation, any amendments, supplements or restatements of any Secured Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities or any issuances of additional notes under

any Secured Document (in each case to the extent permitted under the Secured Documents)) at present or in the future, in any manner whether actual and contingent, matured or unmatured, liquidated or unliquidated, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon (both before and after judgment), including, but without limitation to, all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of a Group Company and all losses incurred by any Secured Party in connection with any Secured Documents (including, without limitation, any amendments, supplements or restatements of any Secured Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities or any issuances of additional notes under any Secured Document (in each case to the extent permitted under the Secured Documents)). The Secured Obligations shall, for the avoidance of doubt, also include (i) any obligations which are (or are expressed to be) or become owing to the Security Agent under any abstract acknowledgement of debt (*abstraktes Schuldanerkenntnis*) granted in relation to the Secured Documents, (ii) any obligations which are (or are expressed to be) or become owing to the Security Agent in its capacity as the joint and several creditor (*Gesamtgläubiger*) of each and every obligation of any Obligor, any other Group Company or any other grantor of Transaction Security towards each of the Secured Parties under the Secured Documents and (iii) any non-contractual obligations arising in connection with the transactions contemplated by the Secured Documents, in particular, on the grounds of unjustified enrichment (*ungerechtfertigte Bereicherung*) and tort (*Delikt*);

"Secured Parties" means each Senior Finance Party, each Senior Secured Note Creditor, the Trustee and any Receiver or Delegate;

"Security Documents" has the meaning given to that term in the Intercreditor Deed;

"Security Interest" has the meaning given to the term "Lien" in the Senior Facilities Agreement;

"Senior Finance Documents" means the Senior Facilities Agreement, the Schuldschein Loan Agreement, the Schuldschein Guarantee and the other Senior Finance Documents (as defined in the Intercreditor Deed);

"Senior Finance Parties" has the meaning given to that term in the Intercreditor Deed;

"Senior Secured Indentures" means the 2025 Senior Secured Indenture, the 2026 Senior Secured Indenture and the 2026-2 Senior Secured Indenture;

"Senior Secured Noteholders" means the holders from time to time of the Senior Secured Notes;

"Senior Secured Notes" means the 2025 Senior Secured Notes, the 2026 Senior Secured Notes and the 2026-2 Senior Secured Notes;

"Senior Secured Note Creditors" means any Senior Secured Noteholders and the Senior Secured Notes Trustee;

"Senior Secured Note Documents" means the Senior Secured Indentures, the Senior Secured Notes, the guarantees in respect of the Senior Secured Notes granted under the Senior Secured Indentures, the Security Interests granted or to be granted for the benefit of any Senior Secured Note Creditors pursuant to the Senior Secured Note Documents, and the Intercreditor Deed; and

"Transaction Security" means the Security Interests created or expressed to be created in favour of the Security Agent or any other Secured Party pursuant to the Security Documents.

- 1.2 A reference to any person in this Agreement includes such person's successors, transferees and assignees.

1.3 Words importing the singular shall include the plural and vice versa unless the context requires otherwise.

1.4 Terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Senior Facilities Agreement (including by cross reference to any other document).

1.5 If:

(a) the Senior Discharge Date (as defined in the Intercreditor Deed) insofar as it relates to the Senior Finance Documents (as defined in the Senior Facilities Agreement) has occurred; or

(b) the Senior Facilities Agreement is terminated or cancelled or is for any other reason invalid, illegal or otherwise unenforceable,

then the reference in this Agreement to words and expressions being as defined in the Senior Facilities Agreement is to those words and expressions as defined immediately prior to such events.

2. ASSIGNMENT

2.1 Each Assignor hereby assigns the Collateral held by it, respectively, with all rights related thereto to the Security Agent.

2.2 The Security Agent who is acting as security agent for the Secured Parties hereby accepts the assignment of the Collateral.

2.3 The existing Collateral shall transfer to the Security Agent on execution of this Agreement, and any future Collateral shall pass over to the Security Agent on the date such Collateral arises.

2.4 Together with the Collateral all security interests and other rights pertaining thereto are transferred and assigned to the Security Agent.

3. PURPOSE OF THE ASSIGNMENT

The Collateral shall serve as security for the prompt and complete satisfaction of any and all Secured Obligations.

4. LIST OF COLLATERAL

4.1 Each Assignor shall provide the Security Agent within 10 Business Days at the end of each calendar quarter with a list (in electronic or any other form as agreed between the relevant Assignor and the Security Agent) of its respective Receivables which were still outstanding at the end of the previous calendar quarter and shall provide the Security Agent with such lists at shorter intervals if so requested by the Security Agent if reasonably necessary to safeguard the interests of the Secured Parties.

4.2 Each Assignor shall provide the Security Agent within 10 Business Days at the end of each calendar quarter with lists (in electronic or any other form as agreed between the relevant Assignor and the Security Agent) of the IP Rights, the Intra-Group Receivables, Hedging Receivables and of those Insurances which have not expired at the end of such previous calendar quarter, or at shorter intervals if so requested by the Security Agent and if reasonably necessary to safeguard the interests of the Secured Parties, provided that each Assignor shall have the right to submit updated lists of Excluded Insurances to the Security Agent at any time.

- 4.3 The lists referred to in Clauses 4.1 and 4.2 are for notification purposes only and if for any reason whatsoever the relevant Collateral is not, or is incompletely contained in the lists presented then the assignment of the Collateral shall not be affected thereby.
- 4.4 Unless otherwise agreed, the lists under Clause 4.1 and 4.2 of this Agreement for Receivables, Intra-Group Receivables and Hedging Receivables shall show the names and addresses of the third-party debtors (each a "**Debtor**" and together the "**Debtors**") as well as the outstanding amounts and the due dates for payment.
- 4.5 If any Assignor employs a third party for its bookkeeping and/or data-processing then, upon the occurrence of a Declared Default, the relevant Assignor hereby authorises the Security Agent to obtain the respective lists directly from such third party at the relevant Assignor's expense.

5. BLANK NOTIFICATION LETTERS; DISCLOSURE

- 5.1 Each Assignor shall immediately following execution of this Agreement deliver to the Security Agent notification letters in the form of Schedule 2 or Schedule 3, as the case may be, executed in blank for the purpose of notifying its respective Debtors and insurers of this Agreement. Each Assignor hereby authorises the Security Agent to copy blank notification certificates signed by the respective Assignor.
- 5.2 The Security Agent shall be entitled to disclose the assignment of the Receivables constituted by this Agreement to the relevant Debtors (other than Debtors of Intra-Group Receivables) only upon the occurrence of a Declared Default.
- 5.3 Each Assignor hereby authorises the Security Agent to disclose the assignment of Intra-Group Receivables and Insurances constituted by this Agreement to the relevant Debtors and insurers immediately after execution of this Agreement.

6. ASSIGNMENT OF RECEIVABLES AGAINST CONDITIONAL VENDORS

- 6.1 If Receivables are assigned pursuant hereto which are subject to extended retention of title arrangements (*verlängerter Eigentumsvorbehalt*), the assignment of such Receivables shall only become effective with the extinction of such retention of title arrangements. As long as any person is only partly entitled to the Receivables as a result of such person's retention of title arrangements the assignment of such Receivables to the Security Agent hereunder shall be limited to the part of the Receivables to which the respective Assignor is entitled. The other part of the Receivables will transfer to the Security Agent at such time as that part is no longer affected by any such retention of title arrangements.
- 6.2 Each Assignor hereby assigns to the Security Agent, who accepts such assignments, its respective right to reassignment of the Receivables assigned to a person by reason of retention of title arrangements as well as any contingent claims to the transfer of all proceeds paid out to such person, together with all rights pertaining thereto. The same applies to any possible inchoate right (*Anwartschaftsrecht*) with respect to the assignment of any Receivables which are subject to a condition subsequent (*auflösende Bedingung*).
- 6.3 Upon the occurrence of a Declared Default, the Security Agent shall be entitled to extinguish any retention of title arrangements by satisfying the holder thereof.

7. CURRENT ACCOUNT (KONTOKORRENT)

If and to the extent that there are any genuine or non-genuine current account relationships (*Kontokorrent*) between any Assignor and any third party debtor or if such a relationship is entered into at any time after the date hereof, each Assignor hereby (i) irrevocably grants to the Security Agent the right and power (*bevollmächtigt*) to demand the determination and acknowledgement of the current account balances (*Recht auf Saldofeststellung und -anerkennung*) and to terminate any such current account relationship (*Kündigung des Kontokorrents*), including the right to terminate any giro agreement (*Girovertrag*) pursuant

to/under which the current account is maintained, and (ii) assigns any claims resulting from balances already drawn or to be drawn in the future. The Security Agent will exercise such rights only after the occurrence of an Event of Default.

8. COLLECTION AND USE OF RECEIVABLES, INTRA-GROUP RECEIVABLES, HEDGING RECEIVABLES AND INSURANCE PROCEEDS BY THE ASSIGNORS AND EXERCISE OF IP RIGHTS BY THE ASSIGNORS

- 8.1 The Security Agent hereby, and until the occurrence of a Declared Default, authorises each Assignor to collect the Receivables, the Intra-Group Receivables, the Hedging Receivables and any Insurance proceeds and to exercise the IP Rights in its own name and for its own account (such authorisation hereinafter referred to as the "**Authorisation**") in the ordinary course of its business. Each Assignor shall in doing so act with the care of an orderly acting merchant (*Sorgfalt eines ordentlichen Kaufmanns*).
- 8.2 If payments in respect of the Collateral are made by cheque or bill of exchange, the ownership in the documents shall pass to the Security Agent upon the respective Assignor acquiring such ownership, and each Assignor hereby assigns to the Security Agent in advance any of its rights arising therefrom as security for the Secured Obligations. Physical delivery of cheques and bills of exchange to the Security Agent shall be replaced by an undertaking of each Assignor to hold such cheques and bills of exchange in gratuitous custody (*unentgeltliche Verwahrung*) for the Security Agent or, if the respective Assignor does not obtain actual possession of such documents, each Assignor hereby assigns to the Security Agent in advance all of its claims for delivery thereof against third parties as security for the Secured Obligations.

9. EXERCISE OF IP RIGHTS BY THE SECURITY AGENT

- 9.1 Prior to the occurrence of an Event of Default, the Security Agent shall with respect to the IP Rights only be entitled to take such actions which are necessary to protect (*erhalten*) the IP Rights in the interest of the Secured Parties.
- 9.2 The Security Agent shall at any time and at its own cost be entitled to (i) notify the German Patent and Trade Mark Office (*Deutsches Patent- und Markenamt*) or any other relevant authority in or outside of the Federal Republic of Germany, of the assignments made hereunder by furnishing a copy of this Agreement to the relevant office and (ii) request registration of the assignments of the IP Rights made hereunder.

10. CONFIRMATION OF LAPSE OF AUTHORISATION

At any time after the occurrence of a Declared Default, the Security Agent shall be entitled to confirm in writing that the Authorisation has lapsed.

11. AUTHORISATION FOR TRANSFER OF COLLATERAL

The Security Agent hereby, and until the occurrence of a Declared Default, authorises (*ermächtigt*) each Assignor to dispose of (*verfügen über*) the Collateral (or any part thereof) if and to the extent such disposal is permitted under each of the Relevant Secured Documents.

12. RIGHT OF REALISATION

- 12.1 Following the occurrence of a Declared Default, the Security Agent shall be entitled to arrange for the collection of Receivables, Intra-Group Receivables, Hedging Receivables and Insurance proceeds and to realise the IP Rights for and on behalf of the Secured Parties. The Security Agent shall give the relevant Assignor five (5) Business Days' prior written notice of its intention to realise the security interests granted hereunder. However, such notice is not necessary if the relevant Assignor has ceased to make payments or if an application for the institution of insolvency proceedings or similar proceedings is filed by or

against it. The Security Agent will only take these measures to the extent necessary to satisfy the Secured Obligations.

- 12.2 The Security Agent may, in its sole discretion, determine which of several security interests, if applicable, shall be used to satisfy the Secured Obligations.
- 12.3 Subject to Clause 9.2 in respect of IP Rights, if an Event of Default threatens to occur, the Security Agent will notify the relevant Assignor in writing at least two weeks prior to the disclosure of any assignment pursuant hereto. However, such notification is not necessary if an Event of Default has already occurred.
- 12.4 To the extent that the Authorisation is revoked, the Security Agent may request that all documents relating to the Receivables, the Intra-Group Receivables, the Insurances and the Hedging Receivables and the IP Rights be handed over to it and each Assignor hereby agrees to comply with any such request and, in the case of cheques and bills of exchange, shall endorse such documents in blank and shall deliver them to the Security Agent as soon as practicable, and in any event upon request by the Security Agent.
- 12.5 The Security Agent shall realise all or part of the Collateral to the extent necessary to satisfy any outstanding Secured Obligations by (i) collecting all or part of the Receivables, Intra-Group Receivables, the Insurance proceeds and the Hedging Receivables, as the case may be, and (ii) in relation to the IP Rights, by any other means such as, without limitation, transferring or licensing any or all IP Rights to third parties.
- 12.6 The Security Agent may request each Assignor to collect the Receivables, the Intra-Group Receivables, Hedging Receivables and the Insurance proceeds and/or exercise the IP Rights, as the case may be, for and on behalf of the Secured Parties and each Assignor shall promptly comply with such request.
- 12.7 If the Security Agent collects any Receivables, any Intra-Group Receivables, Hedging Receivables or any of the Insurance proceeds or realises any or all of the IP Rights, as the case may be, pursuant to Clause 12.5, it may take all measures and enter into all agreements with such Debtors, and Insurers, and third parties acquiring IP Rights, as the case may be, which it considers to be expedient. In particular, the Security Agent may grant discounts or indulgence to Debtors, and Insurers and third parties acquiring IP Rights, as the case may be, and/or enter into settlement agreements.
- 12.8 Each Assignor shall take any and all actions and make any and all declarations the Security Agent may reasonably request for the purpose of, or in connection with, the realisation of the Collateral.
- 12.9 The realisation of the Collateral granted by any Assignor organised in the legal form of a German limited liability company (the "**GmbH Assignor**") shall be limited as follows:
- (a) Subject to the provisions in this Clause 12.9 and notwithstanding anything to the contrary in this Agreement or in any other Secured Document, to the extent any GmbH Assignor secures liabilities of its direct or indirect shareholder(s) or any of their affiliates (other than Subsidiaries of that GmbH Assignor) the realisation of such Collateral shall be limited to an amount equal to the higher of:
- (i) the aggregate of:
- (A) any amounts directly or indirectly made available under any Secured Document to such GmbH Assignor which have not yet been repaid by that GmbH Assignor as of the date on which the Security Agent notifies the GmbH Assignor of its intention to realise the Collateral (the "**Notification Date**"); and
- (B) the amount of the net assets (*Reinvermögen*) of that GmbH Assignor as shown in a balance sheet drawn up (*Stichtagsbilanz*)

as of the end of the Notification Date (the "**Available Net Assets**");
and

- (ii) the amount enforceable by operation of paragraph (c) (ii) below.

When used in this Clause 12.9, net assets (*Reinvermögen*) of a GmbH Assignor shall be calculated as the sum of the balance sheet positions shown under Section 266 (2) (A), (B), (C), (D) and (E) of the German Commercial Code (*HGB*), less the aggregate of (x) the amounts shown under balance sheet positions pursuant to Section 266 (3) (A) I, II, III (with respect to II and III to the extent that reserves cannot be released under the then current circumstances) and IV (to the extent losses are carried forward) and V (to the extent there is an annual loss), (B), (C), (D) and (E) of the German Commercial Code (but disregarding, for the avoidance of doubt, any financial indebtedness which is subordinated to any financial indebtedness outstanding under the Secured Documents (including indebtedness in respect of guarantees for financial indebtedness which is so subordinated)) and (y) its non-distributable assets pursuant to Section 268 (8) of the German Commercial Code (*HGB*).

Further, any increases of the registered capital (*Stammkapital*) of the GmbH Assignors effected after the date of this Agreement without the prior written consent of the Instructing Group and any indebtedness incurred in violation of the Secured Documents shall be disregarded.

- (b) Each GmbH Assignor shall, if:

- (i) it has been notified of the intention of the Security Agent to realise the Collateral; and
- (ii) there continue to be outstanding claims against any Obligor, other member of the Group and/or any other grantor of Transaction Security under the terms of any of the Secured Documents after application of paragraph (a),

realise, within a period of three (3) months after the Notification Date, to the extent legally permitted, any and all of its assets which have a fair market value which is materially higher than the book value (or if there is no book value allocated to this asset), if such realisation is commercially justifiable with respect to the cost and efforts involved and, to the extent that any asset is essential for its business, shall only realise such asset if such realisation does not affect the ability of such GmbH Assignor to use that asset or the relevant part of its business can be carried on from other sources without use of such asset. After the expiry of such three month period the relevant GmbH Assignor shall, within three Business Days, notify the Security Agent of the amount of the proceeds from the sale and submit an accompanying statement to the Security Agent stating the amount of the Available Net Assets of such GmbH Assignor, recalculated to take into account such proceeds. Such recalculation shall, upon the Security Agent's request (such request to be delivered not later than three (3) Business Days after receipt by the Security Agent of such recalculation), be confirmed by its auditors within a period of thirty (30) Business Days following the respective request.

- (c) The parties agree that:

- (i) a notification of the Security Agent's intention to realise the Collateral may, subject to the preconditions and terms of this Clause 11 be delivered for any amount due and payable under the Secured Obligations and considered appropriate for enforcement by the Security Agent (the "**Enforcement Amount**");
- (ii) the Enforcement Amount may be enforced against the GmbH Assignor unless the GmbH Assignor notifies the Security Agent upon receiving such realisation notice within a period of fifteen (15) Business Days that the

Enforcement Amount exceeds the Available Net Assets together with calculations of such excess (the Available Net Assets, upon request by the Security Agent, to be confirmed by such GmbH Assignor's auditors within a period of further thirty (30) Business Days following the respective request);

- (iii) irrespective of any notice given in accordance with paragraph (c) (ii) the Security Agent may immediately realise the Collateral in an amount equal to the aggregate of:
 - (A) any amounts directly or indirectly made available under any Secured Document to a GmbH Assignor which have not yet been repaid by that GmbH Assignor as of the Notification Date; and
 - (B) the amount of the net assets (*Reinvermögen*) of that GmbH Assignor as shown in its financial statements (unaudited or audited, as the case may be) most recently delivered to the Security Agent (the "**Communicated Net Assets**"), unless the relevant GmbH Assignor provides evidence reasonably satisfactory to the Security Agent that an immediate realisation of the Collateral in an amount equivalent to the Communicated Net Assets (excluding, for the avoidance of doubt any amounts referred to under sub-paragraph (c) (iii) (A) above) would require its management to file for insolvency for reasons of an inability to pay its debts as they fall due (*Zahlungsunfähigkeit*), in which case to such extent no such immediate enforcement will be permitted.
- (iv) if calculations in accordance with sub-paragraph (c) (ii) are provided and the Available Net Assets exceed the amount of the Communicated Net Assets, the Security Agent shall be entitled to realise the Collateral in an amount equal to such excess after expiry of the first period of fifteen (15) Business Days referred to in sub-paragraph (c) (ii) or, if the Security Agent has requested a confirmation of such calculations by such GmbH Assignor's auditors, after the expiry of the further period of thirty (30) Business Days referred to in sub-paragraph (c) (ii);
- (v) if calculations in accordance with sub-paragraph (c) (ii) are provided and the Available Net Assets are lower than the amount of the Communicated Net Assets and the Collateral has been realised under sub-paragraph (c) (iii) (B), the balance shall be repaid by the Security Agent to the respective GmbH Assignor within five Business Days after expiry of the first period of fifteen (15) Business Days referred to in sub-paragraph (c) (ii) or, if the Security Agent has requested a confirmation of such calculations by such GmbH Assignor's auditors, after the expiry of the further period of thirty (30) Business Days referred to in sub-paragraph (c) (ii);
- (vi) in respect of any additional amount pursuant to paragraph (b) the Security Agent may realise the Collateral after expiry of the three months period set forth in paragraph (b) or, if the Security Agent has requested a confirmation of the recalculation of the Available Net Assets pursuant to paragraph (b), after expiry of the period of further thirty (30) Business Days referred to in the last sentence of paragraph (b). Should the statement on the recalculated Available Net Assets pursuant to paragraph (b) or, as the case may be, the confirmation of such recalculation by its auditors, not be provided to the Security Agent within the time periods set forth in paragraph (b), the Security Agent shall be entitled to realise the Collateral in an amount equal to the net proceeds from the sale of the assets pursuant to paragraph (b) after expiry of the relevant time period referred to in paragraph (b); and
- (vii) to the extent that a GmbH Assignor does not secure any amounts directly or indirectly made available under any Secured Document to a GmbH Assignor which have not yet been repaid by that GmbH Assignor as of the

Notification Date, if the Security Agent notifies a GmbH Assignor of its intention to realise the Collateral and the respective GmbH Assignor promptly notifies the Security Agent that such realisation (taking into account the limitations set forth in this Clause 12.9) would oblige its management to file for insolvency for reasons of an inability to pay its debts as they fall due (*Zahlungsunfähigkeit*), the Security Agent will, without prejudice to any rights it may have under this Agreement, discuss with the respective GmbH Assignor ways to avoid the insolvency of that GmbH Assignor.

- (d) The restrictions pursuant to paragraph (a) above shall not apply:
 - (i) when, at a Notification Date the restrictions under paragraph (a) are, due to a change of the applicable laws, the interpretation thereof or otherwise, not required to protect the managing directors of the relevant GmbH Assignor or of any of its direct or indirect shareholders from the risk of personal liability;
 - (ii) if the GmbH Assignor (as dominated entity) is subject to a domination and/or profit and loss pooling agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) (within the meaning of Section 291 of the German Stock Corporation Act (*Aktiengesetz*)) on the date of the enforcement of the security interests created hereunder, but only if and to the extent that it may reasonably be expected (applying the due care of an ordinary businessman (*Sorgfalt eines ordentlichen Kaufmanns*)) that such GmbH Assignor is able to recover the annual loss (*Jahresfehlbetrag*) which the dominating entity is obliged to pay pursuant to Section 302 of the German Stock Corporation Act; or
 - (iii) if and to the extent the GmbH Assignor holds on the date of the enforcement of the security interests created hereunder a fully recoverable indemnity or claim for refund (*vollwertiger Gegenleistungs- oder Rückgewähranspruch*) (within the meaning of Section 30 (1) sentence 2 of the German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*)) against its shareholder covering at least the relevant amount enforced under the security interests.
- (e) This Clause 12.9 (a) through (d) shall apply mutatis mutandis to an Assignor organised as a limited liability partnership (*GmbH & Co. KG*) with a GmbH as its sole general partner, provided that in such case and for the purpose of this Clause 12.9 only any reference to such Assignor's net assets (*Reinvermögen*) shall be deemed to be a reference to the net assets (*Reinvermögen*) of such Assignor and its general partner (*Komplementär*) on a pro forma consolidated basis.

12.10 After the complete, unconditional, irrevocable and full payment and discharge of all Secured Obligations any remaining proceeds resulting from the enforcement of the security interests granted hereunder (or part thereof) shall be transferred to the respective Assignor at the cost and expense of such Assignor.

13. RELEASE OF COLLATERAL

13.1 Upon complete and irrevocable satisfaction of the Secured Obligations, the Security Agent shall at the request and cost of the relevant Assignors reassign the Collateral to the respective Assignor, who shall accept such reassignment, and surrender the excess proceeds, if any, resulting from any realisation thereof. The Security Agent will, however, transfer any Collateral to a third person if and to the extent so required by law.

13.2 At any time when the total value of the aggregate security granted by the Assignors and the other Obligors to secure the Secured Obligations (the "Security") which can be expected to be realised in the event of an enforcement of the Security (*realisierbarer Wert*) exceeds 110% of the Secured Obligations (the "Limit") not only temporarily, the Security Agent shall

upon the demand of any Assignor reassign or release such part of the Security (Sicherheitenfreigabe) as the Security Agent may in its reasonable discretion determine so as to reduce the realisable value of the Security to the Limit.

- 13.3 The Assignors and the Security Agent agree that for the purpose of determining the realisable value of the Collateral the following valuation procedures shall apply: The realisable value of the Collateral shall be established on the basis of its nominal value as indicated in the lists last delivered to the Security Agent pursuant to Clause 4 reduced by 10%.
- 13.4 In case the realisable value of the Security has decreased below the Limit (or would decrease below this amount immediately upon a drawdown permitted under the Senior Facilities Agreement) and provided the relevant Assignor has exercised its right for release of security, the relevant Assignor has, upon receipt of a notification by the Security Agent, to grant (or procure to be granted) additional security to the Security Agent without undue delay, however, at the latest within ten days to the extent that the ratio of the thereby increased Security in relation to the Secured Obligations remains 110 to 100 at all times.
- 13.5 The Assignors and the Security Agent may agree on a different value or valuation procedures in respect of the total value of the Security and the expected value to be realised in the event of a realisation of the Collateral provided that the agreed values or valuation procedures have proven to have materially increased or materially decreased as a result of any change of circumstance.

14. RIGHT OF INSPECTION

- 14.1 Each Assignor undertakes to provide the Security Agent promptly at its request (acting reasonably) with all information and documents which are necessary for perfecting and/or enforcing the respective security created hereby.
- 14.2 Each Assignor authorises the Security Agent during the term of this Agreement and upon not less than 24 hours' notice to inspect its records during normal business hours, or to have them inspected by a duly authorised representative, for the purpose of inspecting and checking any of the Collateral.

15. BOOKKEEPING AND DATA-PROCESSING

- 15.1 If proof or documents which are necessary to identify the Collateral have been handed over by any Assignor to a third party (in particular a bookkeeping firm or a tax consultant) the respective Assignor hereby assigns to the Security Agent, who accepts such assignment, its right to demand from such third party the return of the information and documents. Upon the occurrence of a Declared Default, each Assignor hereby undertakes to instruct the third party to provide the Security Agent upon its demand (acting reasonably) with such information and documents which are necessary to perfect and/or enforce the relevant security created hereby.
- 15.2 If details concerning the Collateral or any part thereof have been stored in an electronic data processing system, then upon the occurrence of a Declared Default, each Assignor shall allow the Security Agent and its designees access to the computer, including the peripheral equipment and all data concerning the Collateral or any part thereof. Moreover, software operators shall be made available insofar as so required, and any assistance required shall be provided to the Security Agent. If a third party handles the electronic processing of data, then upon the occurrence of a Declared Default each Assignor hereby assigns to the Security Agent, who accepts such assignment, all rights against such third party relating to these services, and instructs such third party to handle the processing of data for the Security Agent upon its demand (acting reasonably) as it did for the respective Assignor.
- 15.3 For the avoidance of doubt, nothing contained in or contemplated by this Agreement shall require any Assignor to act in violation of the German Data Protection Act (*Bundesdatenschutzgesetz*).

16. UNDERTAKINGS OF THE ASSIGNORS

16.1 During the term of this Agreement, each Assignor undertakes to the Security Agent (except as otherwise agreed in, or permitted under, the Relevant Secured Documents):

- (a) to provide the Security Agent promptly upon request with all information and documents which are necessary for evaluating claims of the Collateral;
- (b) to pay all its present and future receivables duly and promptly in an account pledged to the benefit of the Secured Parties (where possible) and to procure that any and all third party debtors are instructed or will be obliged (where applicable) to make payments of receivables only to an account pledged to the benefit of the Secured Parties;
- (c) not to sell and/or transfer any Receivables under any genuine factoring agreements (*echtes Factoring*) without the prior written consent of the Security Agent;
- (d) to take all actions or make all declarations the Security Agent may require for perfecting or protecting the Collateral intended to be created by this Agreement at the relevant Assignor's own cost and expense;
- (e) not to create or permit to subsist any encumbrance over all or any of the Collateral assigned by it or any interest therein (other than the security pursuant to the Security Documents) or otherwise sell, transfer or dispose of the whole or any part of such Collateral or any interest therein (including, for the avoidance of doubt, any transfer by means of universal or partial succession (*Gesamtrechtsnachfolge*, *partielle Gesamtrechtsnachfolge*)) or knowingly do or permit to be done, anything which might reasonably be expected to depreciate, jeopardise or otherwise directly or indirectly prejudice the value of such Collateral or any interest therein without the prior written consent of the Security Agent;
- (f) to obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the laws and regulations applicable to enable the respective Assignor lawfully to enter into and perform its obligations under this Agreement and to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement;
- (g) to notify the Security Agent promptly (*unverzüglich*) of any event or circumstance which might reasonably be expected to have a material adverse effect on the respective security interest granted by it hereunder;
- (h) to notify the Security Agent without undue delay of any attachment (*Pfändung*) and/or any third parties bringing claims of which it becomes aware in respect of the Collateral assigned by it or any part thereof or any other measures which could jeopardise the Secured Parties' rights relating to the Collateral assigned by it or materially impair its value. In case of an attachment, each Assignor shall deliver to the Security Agent a copy of the attachment and transfer order (*Pfändungs- und Überweisungsbeschluss*) and all other documents necessary to object against the attachment and each Assignor shall inform the relevant attaching creditor immediately about the Security Agent's security interests;
- (i) only to list such insurances as Excluded Insurances in any lists in Schedules 1.1 through 1.6 (including any updates thereto), respectively, which meet the criteria of Excluded Insurances;
- (j) to the extent commercially reasonable, to preserve any and all IP Rights assigned by it at its own cost and to take all action necessary to acquire and maintain the IP Rights resulting from registration with the German Patent and Trade Mark Office or any other relevant authority in or outside of the Federal Republic of Germany; and

- (k) to the extent commercially reasonable, to protect the IP Rights assigned by it against infringement from third parties to the extent necessary to safeguard the interests of the Security Agent and the Secured Parties.

16.2 A consent required from the Security Agent under this Clause 16 may, *inter alia*, be withheld if the respective Assignor cannot provide evidence reasonably satisfactory to the Security Agent that the contemplated action for which such consent is required would maintain the full legal and economic quality and effectiveness of the security granted to the Security Agent under this Agreement (subject to such contemplated action being permitted under the Relevant Secured Documents).

17. REPRESENTATIONS AND WARRANTIES

Each Assignor represents and warrants to the Security Agent that:

- 17.1 at the date hereof it is validly existing under the laws of the Federal Republic of Germany and neither unable to pay its debts as and when they fall due (*zahlungsunfähig*), over-indebted (*überschuldet*) nor subject to imminent illiquidity (*drohende Zahlungsunfähigkeit*) (all within the meaning of Sections 17 to 19, inclusive, of the German Insolvency Code (*Insolvenzordnung*)) nor subject to any insolvency proceedings (*Insolvenzverfahren*);
- 17.2 the validity and enforceability of this Agreement is not subject to any consent or other (legal or non-legal) requirement or condition which has not been obtained, and a shareholders' resolution approving this Agreement has been obtained, where necessary;
- 17.3 it is not subject to any restriction of any kind (other than the restrictions provided for in the Secured Documents) which would prevent it from entering into, and has the corporate power and the authority to enter into, this Agreement; and
- 17.4 it is and will (save to the extent it disposes of any interest in the Collateral assigned by it hereunder pursuant to any disposal permitted under the Relevant Secured Documents) be the sole legal and beneficial (*wirtschaftlicher*) owner of the Collateral assigned by it and such Collateral is free from any rights of third parties (including pre-emption rights) and in each case free from encumbrances (other than the security pursuant to the Security Documents) and can be freely assigned save for any Receivables which are subject to extended retention of title arrangements.

18. INDEMNITY

- 18.1 The Security Agent shall not be liable for any loss or damage suffered by any Assignor save in respect of such loss or damage which is suffered as a result of the wilful misconduct or gross negligence of the Security Agent.
- 18.2 Each Assignor will indemnify the Security Agent and keep the Security Agent or attorney, manager, agent or other person appointed by the Security Agent indemnified against any losses, actions, claims, expenses, demands and liabilities which may be incurred by or made against the Security Agent for anything done or omitted in the exercise or purported exercise of the powers contained herein and occasioned by any breach of any Assignor of any of its obligations or undertakings herein contained other than to the extent that such losses, actions, claims, expenses, demands and liabilities are incurred or made against the Security Agent as a result of the wilful misconduct or gross negligence of the Security Agent.

19. ASSIGNEES AND TRANSFEREES

This Agreement shall be binding upon the parties hereto and their respective successors in law. The Security Agent shall be entitled to assign or otherwise transfer any and all of its rights and duties under this Agreement to third parties. None of the Assignors shall be entitled to such transfer. The parties hereto hereby agree that any person who is an assignee and transferee of a Secured Party pursuant to the Secured Documents, upon such

assignment and transfer being effected, becomes a Secured Party for the purposes of this Agreement.

20. DURATION AND INDEPENDENCE

- 20.1 This Agreement shall remain in full force and effect until complete satisfaction of the Secured Obligations. This Agreement shall not cease to exist if the Secured Obligations have only temporarily been discharged.
- 20.2 This Agreement shall create a continuing security and no change, amendment, supplement or novation whatsoever in the Senior Facilities Agreement or in any other Secured Document shall affect the validity or the scope of this Agreement nor the obligations which are imposed on the Assignors hereunder.
- 20.3 This Agreement is independent from any other security or guarantee which may have been or will be given to the Secured Parties or the Security Agent with respect to any obligation of any Assignor. None of such other security interests shall prejudice, or shall be prejudiced by, or shall be merged in any way with, this Agreement.
- 20.4 Waiving Section 418 of the German Civil Code, the Assignors hereby agree that the security created hereunder shall not be affected by any transfer or assumption of the Secured Obligations to, or by, any third party. The security interests granted hereunder shall also cover any future extension of the Secured Obligations

21. COSTS AND EXPENSES

All reasonable costs, charges, fees and expenses together with any applicable value added tax arising from this Agreement or reasonably incurred in connection with its preparation, execution, amendments, restatements, novation, waivers, consents or suspension of rights or any proposal for any of the same (in each case including fees for legal advisers) relating to this Agreement shall be borne by the Assignors on a joint and several basis.

22. NOTICES AND LANGUAGE

- 22.1 Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally, or sent by mail, fax transmission or cable (the latter two to be affirmed in writing) to the following addresses:

to Assignors 1 through 6:	Address:	Alte Straße 201 D-50769 Köln Germany
	Email:	patrick.giefers@ineos.com
	Fax:	+49 (0) 221 3555 161362
	Attention:	Dr. Patrick Giefers/Dr. Axel Göhrst]

to the Security Agent: **BARCLAYS BANK PLC**
in its capacity as Security Agent

Address:	1 Churchill Place Canary Wharf London E14 5HP United Kingdom
Fax:	+ 44 (0) 20 7773 4893
Email:	lee.xc.smith@barclays.com
Attention:	Lee Smith

or to such address as the recipient may have notified in writing. Proof of posting or dispatch of any notice or communication to any Assignor shall be deemed (*widerlegbare Vermutung*) to be proof of receipt in the case of a letter, on the second Business Day in the country of receipt after posting and in the case of a fax transmission or cable on the Business Day in the country of receipt immediately following the date of its dispatch.

- 22.2 Any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail, except that where a German translation of a legal term appears in such text, the German translation shall prevail.

23. PARTIAL INVALIDITY; NO IMPLIED WAIVER

- 23.1 Without prejudice to any other provision hereof, if at any time any one (or more) provision(s) hereof is or becomes invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, or if the parties become aware of any omission (*Vertragslücke*) hereto of any terms which were intended to be included in this Agreement, such invalidity, illegality, unenforceability in such jurisdiction or with respect to such party or parties or such omission shall not, to the fullest extent permitted by applicable law, render invalid, illegal or unenforceable such provision or provisions in any other jurisdiction or with respect to any other party or parties hereto and shall not affect or impair the validity, legality and enforceability of the remaining provisions hereof. Such invalid, illegal or unenforceable provision or such omission shall be deemed to be replaced by the parties with a provision which comes as close as reasonably possible to the commercial intentions of the invalid, illegal, unenforceable or omitted provision.

- 23.2 No failure to exercise, nor any delay in exercising, on the part of the Security Agent any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law.

24. COUNTERPARTS AND AMENDMENTS

This Agreement may be executed in any number of counterparts each of which when so executed shall constitute one and the same Agreement. Any amendments, changes or variations to this Agreement, including this Clause 24, shall be made in writing, unless notarial form by operation of law is required.

25. CHOICE OF LAW

This Agreement is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany.

26. PLACE OF JURISDICTION AND PERFORMANCE

- 26.1 Each of the parties hereto irrevocably agrees that the District Court (*Landgericht*) in Frankfurt am Main, Federal Republic of Germany, shall, subject to Clause 26.2 below, have exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement and, for such purposes, irrevocably submits to the jurisdiction of such court.
- 26.2 The submission to the jurisdiction of the court referred to in Clause 26.1 shall not (and shall not be construed so as to) limit the right of the Security Agent to take proceedings against any Assignor in any other court of competent jurisdiction, nor shall the taking of proceedings against any Assignor in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

26.3 Place of performance (*Erfüllungsort*) is Frankfurt am Main.

SCHEDULE 1.1

Excluded Insurances of Assignor 1

n/a

SCHEDULE 1.2

Excluded Insurances of Assignor 2

n/a

SCHEDULE 1.3

Excluded Insurances of Assignor 3

n/a

SCHEDULE 1.4

Excluded Insurances of Assignor 4

n/a

SCHEDULE 1.5

Excluded Insurances of Assignor 5

n/a

SCHEDULE 1.6

Excluded Insurances of Assignor 6

n/a

SCHEDULE 2

Form of Notification

To: [Debtor]

Date: _____

Dear Sirs,

We hereby give you notice that pursuant to an assignment agreement entered into by us in favour of [•] (the "**Security Agent**") dated 27 May 2010 (as amended and confirmed on 1 March 2012, on 29 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019, on 29 October 2020 and on 8 November 2021) we have assigned to the Security Agent all our right, title and interest in and to all present and future claims against you in respect of _____, details of which are set out below.

After your receipt of this notice:

- (i) all payments under or arising from the _____ shall be made to the Security Agent or to its order;
- (ii) all remedies provided for in the _____ or available at law are exercisable by the Security Agent;
- (iii) all rights to compel performance of the _____ are exercisable by the Security Agent;
- (iv) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the _____ belong to the Security Agent.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent at [•], marked for the attention of [•].

Details of the debt

Date

Parties

Details of Claims

Yours faithfully,

for and on behalf of [Assignor]

Form of Acknowledgement

[Letterhead of Debtor]

To: Barclays Bank PLC

in its capacity as
Security Agent for and
on behalf of certain Secured Parties

Address:

1 Churchill Place
Canary Wharf
London E14 5HP
United Kingdom

Dear Sirs,

We refer to the letter of [Assignor], dated [●], in which we are notified of an Assignment Agreement dated 27 May 2010 (as amended and confirmed on 1 March 2012, on 29 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019, on 29 October 2020 and on 8 November 2021) under which [Assignor] has assigned to yourselves the [description of all present and future claims assigned] (the "**Assigned Claims**") together with all rights pertaining thereto.

We confirm that we have not received notice of any previous arrangements or changes of or over any of the Assigned Claims or any rights pertaining thereto.

We confirm that we shall make all payments in respect of the Assigned Claims exclusively to the bank account as detailed in the above mentioned letter or any other account as specified by you from time to time and that we shall not exercise any right of combination, consolidation or set off which we may have in respect of the Assigned Claims or any rights pertaining thereto:

Yours faithfully

Duly authorised signatory of [Debtor]

SCHEDULE 3
Form of Notification

To: [Insurer]

Date: _____

Dear Sirs,

We hereby give you notice that pursuant to an assignment agreement entered into by us in favour of Barclays Bank PLC (the "**Security Agent**") dated 27 May 2010 (as amended and confirmed on 1 March 2012, on 29 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019, on 29 October 2020 and on 8 November 2021) we have assigned to the Security Agent all our right, title and interest in and to all present and future claims against you in respect of _____, details of which are set out below.

After your receipt of this notice:

- (i) all payments under or arising from the _____ shall be made to the Security Agent or to its order;
- (ii) all remedies provided for in the _____ or available at law are exercisable by the Security Agent;
- (iii) all rights to compel performance of the _____ are exercisable by the Security Agent;
- (iv) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the _____ belong to the Security Agent.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent at [●], marked for the attention of [●].

Details of insurance policies

Date	Insured Parties/Beneficiaries	Details of Insurance Policies
_____	_____	_____

Yours faithfully,

for and on behalf of [Assignor]

Form of Acknowledgement

[Letterhead of Insurer]

To: Barclays Bank PLC
in its capacity as
Security Agent for and
on behalf of certain Secured Parties

Address:

1 Churchill Place
Canary Wharf,
London E14 5HP
United Kingdom

Dear Sirs,

We refer to the letter of [Assignor], dated [●] in which we are notified of an Assignment Agreement dated 27 May 2010 (as amended and confirmed on 1 March 2012, on 29 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019, on 29 October 2020 and on 8 November 2021) under which [Assignor] has assigned to yourselves the [*description of all present and future claims assigned*] (the "**Assigned Claims**") together with all rights pertaining thereto.

We confirm that we have not received notice of any previous arrangements or changes of or over any of the Assigned Claims or any rights pertaining thereto.

We confirm that we shall make all payments in respect of the Assigned Claims exclusively to the bank account as detailed in the above mentioned letter or any other account as specified by you from time to time and that we shall not exercise any right of combination, consolidation or set off which we may have in respect of the Assigned Claims or any rights pertaining thereto:

Yours faithfully

Duly authorised signatory of [Insurer]

SCHEDULE 3

Amended and Restated Security Purpose Agreement

**SECURITY PURPOSE AGREEMENT
RELATING TO MORTGAGES**
(SICHERUNGSVEREINBARUNG FÜR GRUNDSCHULDEN)

among

**INEOS PHENOL GMBH
INEOS MANUFACTURING DEUTSCHLAND GMBH**

as Mortgagors

and

BARCLAYS BANK PLC

as Security Agent

SHEARMAN & STERLING LLP

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THIS SECURITY PURPOSE AGREEMENT RELATING TO MORTGAGES (this "**Agreement**") is made on 12 May 2010 and has been amended and confirmed on 10 February 2012, on 4 May 2012, on 8 May 2013, on 24 November 2014, 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019, on 29 October 2020 and on 8 November 2021.

AMONG:

1. **INEOS PHENOL GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Gelsenkirchen under HRB 9687, having its business address at Dechenstraße 3, 45966 Gladbeck, Germany (the "**Mortgagor 1**");
2. **INEOS MANUFACTURING DEUTSCHLAND GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Köln under HRB 57260, having its business address at Alte Straße 201, 50769 Köln, Germany (the "**Mortgagor 2**");

(the entities listed in nos. 1 and 2 above are hereinafter referred to each as a "**Mortgagor**" and collectively as the "**Mortgagors**"); and

3. **BARCLAYS BANK PLC**, a credit institution organised under the laws of England and Wales with registered no. 01026167, having its business address at 1 Churchill Place, Canary Wharf, London, E14 5HP, United Kingdom as security agent for the Secured Parties (as defined below) (the "**Security Agent**").

WHEREAS:

- (A) INEOS Finance PLC (the "**Senior Secured Note Issuer**") has issued US\$ 1,000,000,000 8.375% senior secured notes due 2019 and EUR 500,000,000 floating rate senior secured notes due 2019 (together the "**2019 Senior Secured Notes**") under the indenture dated as of 10 February 2012 among the Senior Secured Note Issuer, the guarantors named therein, The Bank of New York Mellon as trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time). The 2019 Senior Secured Notes have been fully redeemed in the meantime.
- (B) The Senior Secured Note Issuer has further issued US\$ 775,000,000 7.50% senior secured notes due 2020 (together the "**2020 Senior Secured Notes**") under the indenture dated as of 4 May 2012 among the Senior Secured Note Issuer, the guarantors named therein, The Bank of New York Mellon as trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time). The 2020 Senior Secured Notes have been fully redeemed in the meantime.
- (C) The Senior Secured Note Issuer has further issued EUR 770,000,000 4.00% senior secured notes due 2023 (together the "**2023 Senior Secured Notes**") under the indenture dated as of 5 May 2015 among the Senior Secured Note Issuer, the guarantors named therein, The Bank of New York Mellon as trustee (the "**Senior Secured Notes Trustee**") and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2023 Senior Secured Indenture**"). The 2023 Senior Secured Notes have been fully redeemed in the meantime.
- (D) The Senior Secured Note Issuer has further issued EUR 550,000,000 2.125% senior secured notes due 2025 (together the "**2025 Senior Secured Notes**") under the indenture dated as of 3 November 2017 among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2025 Senior Secured Indenture**").
- (E) On 24 April 2019 the Senior Secured Note Issuer has further issued EUR 770,000,000 2.875% senior secured notes due 2026 (together the "**2026 Senior Secured Notes**") under the indenture dated as of 24 April 2019 among the Senior Secured Note Issuer, the guarantors

named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2026 Senior Secured Indenture**").

- (F) On 29 October 2020 the Senior Secured Note Issuer has further issued EUR 325,000,000 3 3/8% senior secured notes due 2026 (together the "**2026-2 Senior Secured Notes**") under the indenture dated as of 29 October 2020 among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2026-2 Senior Secured Indenture**").
- (G) INEOS US Finance LLC and the Senior Secured Note Issuer as Borrowers, Barclays Bank PLC as Administrative Agent (the "**Administrative Agent**") and Security Agent and the Lenders referred to therein have entered into a credit agreement originally dated 27 April 2012 (as amended and restated on 8 May 2013, on 21 February 2014, on 24 November 2014, on 31 March 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017 and on 29 October 2020 and as further amended, restated, refinanced, replaced, supplemented and/or waived from time to time, the "**Existing Senior Facilities Agreement**").
- (H) On 22 March 2019 the Senior Secured Note Issuer has entered into an assignable loan agreement (*Schuldscheindarlehen*) between, amongst others, the Senior Secured Note Issuer as borrower, INEOS Luxembourg I S.A. as company, Deutsche Bank Aktiengesellschaft as bank, creditor and paying agent and Wilmington Trust SP Services (Frankfurt) GmbH as trustee (the "**Trustee**") (as amended, restated, supplemented and/or waived from time to time, the "**Schuldschein Loan Agreement**").
- (I) The Mortgagors granted security over the Mortgaged Land (as defined below) in order to secure the obligations under or in connection with, *inter alia*, the Senior Facilities Agreement, the Schuldschein Loan Agreement, the 2025 Senior Secured Notes, the 2026 Senior Secured Notes and the 2026-2 Senior Secured Notes (and originally the 2019 Senior Secured Notes and the 2020 Senior Secured Notes and the 2023 Senior Secured Notes) and entered into this Agreement on 12 May 2010 with the Security Agent. This Agreement was amended and confirmed on 10 February 2012, on 4 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019 and on 29 October 2020.
- (J) INEOS US Finance LLC, INEOS Finance PLC, certain group companies as guarantors, certain lenders and the Administrative Agent and Security Agent will have entered into a joinder agreement in relation to the Existing Senior Facilities Agreement dated on or about the date hereof (the "**Joinder Agreement**") pursuant to which, *inter alia*, a new series of term loans will be incurred and certain other amendments will be made (the Existing Senior Facilities Agreement, as amended, restated, refinanced, replaced, supplemented and/or waived from time to time, including by way of the Joinder Agreement, the "**Senior Facilities Agreement**"). The amendments pursuant to the Joinder Agreement do not constitute a novation.
- (K) The Mortgagors have agreed to amend and confirm this Agreement in order to ensure that it secures the respective claims of the Secured Parties (as defined below) against the Obligors (as defined below), or any of them, under or in connection with the relevant Secured Documents (as defined below) and, by securing any claims of the Security Agent arising under the abstract acknowledgement of indebtedness (*abstraktes Schuldanerkenntnis*) granted under Clause 22.16 of the Intercreditor Deed (as defined below), Clause 14.09 of the 2025 Senior Secured Indenture, Clause 14.09 of the 2026 Senior Secured Indenture and/or Clause 14.09 of the 2026-2 Senior Secured Indenture to indirectly secure the respective claims of the Secured Parties (as defined below) against the Obligors (as defined below) under the relevant Secured Documents.
- (L) The security granted pursuant to the terms hereof shall also be subject to the terms and conditions of the Intercreditor Deed (as defined below).

NOW, IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Declared Default" means an Event of Default which is continuing and in respect of which the Security Agent has given notice of intention to enforce;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;

"Event of Default" means any event or circumstance specified as such in any of the Senior Facilities Agreement, the Schuldschein Loan Agreement or the Senior Secured Indentures;

"Group" means the Parent and its Subsidiaries from time to time and **"Group Company"** and **"member of the Group"** means any of them;

"Instructing Group" has the meaning given to that term in the Intercreditor Deed;

"Intercreditor Deed" means the intercreditor deed dated 12 May 2010 between, amongst others, the Obligors referred to therein, the Administrative Agent, the Security Agent, BP International Limited as collateral agent for the BP Creditors referred to therein and acceded to by The Bank of New York Mellon as the trustee for the Senior Secured Noteholders referred to therein and by The Bank of New York Mellon as trustee for the High Yield Noteholders referred to therein (as amended, restated, supplemented and/or waived from time to time);

"Mortgage" means each mortgage (*Grundschuld*) granted by a Mortgagor under the respective Mortgage Deed (as defined below);

"Mortgage Deed" means each of the following notarial deeds:

- (a) Notarial deed dated 12 May 1977 (roll of deed no. 209/1977 of the notary Körver with its official seat in Gladbeck, Germany) granted by Mortgagor 1 relating to the mortgages in favour of the owner (*Eigentümergrundschulden*) including the global mortgage certificates (*Gesamtgrundschuldbriefe*) with the respective nos. 0172127, 0172128, 0172129, 0172130, 0172131;
- (b) Notarial deed dated 23 May 2001 (roll of deed no. 39/2001 of the notary Dr. Klöcker with its official seat in Frankfurt, Germany) granted by Mortgagor 1 including, *inter alia*, the declaration of assignment (*Abtretungserklärung*) of the mortgages in favour of the owner (*Eigentümergrundschulden*) as described in detail under lit. (a) above to the Security Agent;
- (c) Notarial deed dated 2 February 2006 (roll of deed no. 38/2006 of the notary Burchard Strunz with its official seat in Gladbeck, Germany) granted by Mortgagor 1 in favour of the Security Agent;
- (d) Notarial deed dated 2 February 2006 (roll of deed no. 39/2006 of the notary Burchard Strunz with its official seat in Gladbeck, Germany) granted by Mortgagor 1 in favour of the Security Agent;
- (e) Notarial deed dated 13 March 2006 (roll of deed no. 42/2006 of the notary Dr. Edgar Schmidt with its official seat in Cologne, Germany) granted by Mortgagor 2 in favour of the Security Agent;
- (f) Notarial deed dated 13 March 2006 (roll of deed no. 43/2006 of the notary Dr. Edgar Schmidt with its official seat in Cologne, Germany) granted by Mortgagor 2 in favour of the Security Agent;

"Mortgaged Land" means the real property units set forth in the respective Mortgage Deed, details of which are set forth in Schedule 1;

"Obligors" means the Principal Obligor, the Senior Secured Note Issuer, any borrower or guarantor under the Senior Finance Documents, the Schuldschein Loan Agreement, the Schuldschein Guarantee and/or any Senior Secured Note Document and **"Obligor"** means any of them;

"Parent" means INEOS Group Holdings S.A.;

"Principal Obligor" means INEOS Holdings Limited;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the assets of the Group Companies or any other person which from time to time are, or are expressed to be, the subject of the Transaction Security;

"Relevant Secured Documents" means the Senior Facilities Agreement, the Senior Secured Indentures and the Schuldschein Loan Agreement;

"Schuldschein Guarantee" means the guarantee entered into in connection with the Schuldschein Loan Agreement and made between, amongst others, certain Group Companies as Guarantors and Deutsche Bank Aktiengesellschaft.

"Secured Documents" means, together, the Senior Finance Documents and the Senior Secured Note Documents;

"Secured Obligations" means any and all obligations due, owing or incurred to the Secured Parties (or any of them) by any Obligor, any other Group Company or any other grantor of Transaction Security under or in connection with any Secured Document (including, without limitation, any amendments, supplements or restatements of any Secured Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities or any issuances of additional notes under any Secured Document (in each case to the extent permitted under the Secured Documents)) at present or in the future, in any manner whether actual and contingent, matured or unmatured, liquidated or unliquidated, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon (both before and after judgment), including, but without limitation to, all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of a Group Company and all losses incurred by any Secured Party in connection with any Secured Documents (including, without limitation, any amendments, supplements or restatements of any Secured Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities or any issuances of additional notes under any Secured Document (in each case to the extent permitted under the Secured Documents)). The Secured Obligations shall, for the avoidance of doubt, also include (i) any obligations which are (or are expressed to be) or become owing to the Security Agent under any abstract acknowledgement of debt (*abstraktes Schuldanerkenntnis*) granted in relation to the Secured Documents, (ii) any obligations which are (or are expressed to be) or become owing to the Security Agent in its capacity as the joint and several creditor (*Gesamtgläubiger*) of each and every obligation of any Obligor, any other Group Company or any other grantor of Transaction Security towards each of the Secured Parties under the Secured Documents and (iii) any non-contractual obligations arising in connection with the transactions contemplated by the Secured Documents, in particular, on the grounds of unjustified enrichment (*ungerechtfertigte Bereicherung*) and tort (*Delikt*);

"Secured Parties" means each Senior Finance Party, each Senior Secured Note Creditor, the Trustee and any Receiver or Delegate;

"Security Documents" has the meaning given to that term in the Intercreditor Deed;

"Security Interest" has the meaning given to the term "Lien" in the Senior Facilities Agreement;

"Senior Finance Documents" means the Senior Facilities Agreement, the Schuldschein Loan Agreement, the Schuldschein Guarantee and the other Senior Finance Documents (as defined in the Intercreditor Deed);

"Senior Secured Indentures" means the 2025 Senior Secured Indenture, the 2026 Senior Secured Indenture and the 2026-2 Senior Secured Indenture;

"Senior Secured Noteholders" means the holders from time to time of the Senior Secured Notes;

"Senior Secured Notes" means the 2025 Senior Secured Notes, the 2026 Senior Secured Notes and the 2026-2 Senior Secured Notes;

"Senior Secured Note Creditors" means any Senior Secured Noteholders and the Senior Secured Notes Trustee;

"Senior Secured Note Documents" means the Senior Secured Indentures, the Senior Secured Notes, the guarantees in respect of the Senior Secured Notes granted under the Senior Secured Indentures, the Security Interests granted or to be granted for the benefit of any Senior Secured Note Creditors pursuant to the Senior Secured Note Documents, and the Intercreditor Deed; and

"Transaction Security" means the Security Interests created or expressed to be created in favour of the Security Agent or any other Secured Party pursuant to the Security Documents.

- 1.2 A reference to any person in this Agreement includes such person's successors, transferees and assignees.
- 1.3 Words importing the singular shall include the plural and vice versa unless the context requires otherwise.
- 1.4 Terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Senior Facilities Agreement (including by cross reference to any other document).
- 1.5 If:
 - (a) the Senior Discharge Date (as defined in the Intercreditor Deed) insofar as it relates to the Senior Finance Documents (as defined in the Senior Facilities Agreement) has occurred; or
 - (b) the Senior Facilities Agreement is terminated or cancelled or is for any other reason invalid, illegal or otherwise unenforceable,

then the reference in this Agreement to words and expressions being as defined in the Senior Facilities Agreement is to those words and expressions as defined immediately prior to such events.

2. THE MORTGAGES

Each Mortgage shall extend to the Mortgaged Land set forth in the respective Mortgage Deed.

3. PURPOSE OF THE MORTGAGES

The Mortgages including the personal submission to immediate enforcement, if any, shall serve as security for the prompt and complete satisfaction of any and all Secured Obligations **provided that** claims of a Secured Party are only secured (directly and indirectly) by the Mortgages:

- (a) if such Secured Party is tax resident in the Federal Republic of Germany or tax resident in a country with which the Federal Republic of Germany has entered into an international convention for the avoidance of double taxation (*Doppelbesteuerungsabkommen*) in respect of tax on income under which the Federal Republic of Germany may not levy taxes on interest income attained under any amounts owed under any of the Secured Documents which are directly or indirectly

secured by real property or heritable building rights located in the Federal Republic of Germany; or

- (b) if and to the extent that such Secured Party's claim can be allocated to a permanent establishment of such Secured Party in the Federal Republic of Germany.

For the avoidance of doubt, the Mortgages do not serve as a direct or indirect security for the Secured Parties, other than those referred to under paragraphs (a) or (b) above.

4. INSURANCE

Each Mortgagor shall at all times prior to the release of the relevant Mortgages pursuant to Clause 6 of this Agreement unless otherwise provided in the Secured Documents in relation to such Mortgaged Land mortgaged by it:

- (a) cause all relevant buildings and facilities on the Mortgaged Land, as well as the fixtures and fittings (*Zubehör*) to be insured and kept insured, at the respective Mortgagor's expense, against all risks in respect of which the Security Agent may reasonably deem insurance cover necessary in accordance with the relevant provisions of the Secured Documents. In particular, fire insurance adequate in value shall be taken out and maintained for so long as any Secured Obligations are outstanding. If this is not effected, or effected to an insufficient extent only, the Security Agent may take out such insurance itself on the relevant Mortgagor's expense;
- (b) cause the policy or policies either (i) to be endorsed with of a note of the interest of the Security Agent therein or (ii) if so requested by the Security Agent, to be taken out in the joint names of the relevant Mortgagor (or any other member of the Group that has taken out the respective insurance coverage) and the Security Agent;
- (c) if so required by the Security Agent, ensure that each policy of insurance relating to the relevant Mortgaged Land mortgaged by such Mortgagor or any part thereof contains such additional provisions as may be requested by the Security Agent;
- (d) on or after the occurrence of a Declared Default and if so required by the Security Agent, ensure that each policy of insurance relating to the relevant Mortgaged Land mortgaged by such Mortgagor or any part thereof contains an agreement by the insurer that any loss thereunder shall be payable to the Security Agent notwithstanding any action, inaction or breach of representation or warranty by the relevant Mortgagor; and
- (e) as soon as is reasonably practicable following receipt of a request by the Security Agent produce to the Security Agent original or duplicate copies or sufficient extracts of every policy of insurance together with the premium receipts or other evidence of the payment thereof and as often as the Security Agent may reasonably request, a report of a reputable insurance broker with respect to such insurance.

5. ENFORCEMENT OF THE MORTGAGES

- 5.1 At any time after the occurrence of a Declared Default, the Security Agent shall be entitled to realise the Mortgages by way of (i) public auction (*Zwangsversteigerung*) or by (ii) compulsory administration (*Zwangsverwaltung*) or (iii), if, following the occurrence of a Declared Default, so agreed by the Mortgagor, by private sale (*freihändiger Verkauf*) and avail itself of any other rights and remedies that a mortgagee has upon the default of a mortgagor under the laws of the Federal Republic of Germany.
- 5.2 The Security Agent shall give the relevant mortgagor five (5) Business Days' prior written notice of its intention to realise the relevant Mortgage. However, such notice is not necessary if the relevant Mortgagor has ceased to make payments or if an application for the institution of

insolvency proceedings or similar proceedings is filed by or against it. The Security Agent will only take these measures to the extent necessary to satisfy the Secured Obligations.

- 5.3 The Mortgagors shall bear all costs and fees (including costs for court proceedings and legal fees) and turnover tax, if any, in connection with the realisation of the Mortgages. The Mortgagors shall, at their own expense, render forthwith all assistance reasonably necessary in order to facilitate the prompt exercise by the Security Agent of any right it may have under German law.
- 5.4 Until the Secured Obligations have been satisfied and discharged in full, the Security Agent shall be entitled to treat all enforcement proceeds which have not been applied or must not be applied in satisfaction of the Secured Obligations as additional collateral for the Secured Obligations.
- 5.5 The proceeds from the enforcement of the Mortgages shall, after deduction of enforcement costs which are to be borne by the respective Mortgagor, in accordance with Clause 5.1, be paid to the Security Agent and shall, subject to Clause 5.7, be held in accordance with the terms of the Intercreditor Deed and held and applied in accordance with the terms of the Senior Facilities Agreement and the Intercreditor Deed.
- 5.6 The Security Agent may, in its sole discretion, determine which of several security interests, if applicable, shall be used to satisfy the Secured Obligations.
- 5.7 The enforcement of the Mortgages granted by any Mortgagor organised in the legal form of a German limited liability company (the "**GmbH Mortgagor**") shall be limited as follows:
- (a) Subject to the provisions of this Clause 5.7 and notwithstanding anything to the contrary in this Agreement or in any other Secured Document, to the extent any GmbH Mortgagor secures liabilities of its direct or indirect shareholder(s) or any of their affiliates (other than Subsidiaries of that GmbH Mortgagor) the enforcement of such Mortgage shall be limited to an amount equal to the higher of:
 - (i) the aggregate of:
 - (A) any amounts directly or indirectly made available under any Secured Document to such GmbH Mortgagor which have not yet been repaid by that GmbH Mortgagor as of the date on which the Security Agent notifies the GmbH Mortgagor of its intention to enforce the Mortgages (the "**Notification Date**"); and
 - (B) the amount of the net assets (*Reinvermögen*) of that GmbH Mortgagor as shown in a balance sheet drawn up (*Stichtagsbilanz*) as of the end of the Notification Date (the "**Available Net Assets**"); and
 - (ii) the amount enforceable by operation of paragraph (c) (ii) below.

When used in this Clause 5.7 net assets (*Reinvermögen*) of a GmbH Mortgagor shall be calculated as the sum of the balance sheet positions shown under Section 266 (2) (A), (B), (C), (D) and (E) of the German Commercial Code (*HGB*), less the aggregate of (x) the amounts shown under balance sheet positions pursuant to Section 266 (3) (A) I, II, III (with respect to II and III to the extent that reserves cannot be released under the then current circumstances) and IV (to the extent losses are carried forward) and V (to the extent there is an annual loss), (B), (C), (D) and (E) of the German Commercial Code (but disregarding, for the avoidance of doubt, any financial indebtedness which is subordinated to any financial indebtedness outstanding under the Secured Documents (including indebtedness in respect of guarantees for financial indebtedness which is so subordinated)) and (y) its non-distributable assets pursuant to Section 268 (8) of the German Commercial Code (*HGB*).

Further, any increases of the registered capital (*Stammkapital*) of the GmbH Mortgagors effected after the date of this Agreement without the prior written consent

of the Instructing Group and any indebtedness incurred in violation of the Secured Documents shall be disregarded.

(b) Each GmbH Mortgagor shall, if:

- (i) it has been notified of the intention of the Security Agent to enforce the Mortgages; and
- (ii) there continue to be outstanding claims against any Obligor, other member of the Group and/or any other grantor of Transaction Security under the terms of any of the Secured Documents after application of paragraph (a),

realise, within a period of three months after the Notification Date, to the extent legally permitted, any and all of its assets which have a fair market value which is materially higher than the book value (or if there is no book value allocated to this asset), if such realisation is commercially justifiable with respect to the cost and efforts involved and, to the extent that any asset is essential for its business, shall only realise such asset if such realisation does not affect the ability of such GmbH Mortgagor to use that asset or the relevant part of its business can be carried on from other sources without use of such asset. After the expiry of such three month period the relevant GmbH Mortgagor shall, within three Business Days, notify the Security Agent of the amount of the proceeds from the sale and submit an accompanying statement to the Security Agent stating the amount of the Available Net Assets of such GmbH Mortgagor, recalculated to take into account such proceeds. Such recalculation shall, upon the Security Agent's request (such request to be delivered not later than three (3) Business Days after receipt by the Security Agent of such recalculation), be confirmed by its auditors within a period of thirty (30) Business Days following the respective request.

(c) The parties agree that:

- (i) a notification of the Security Agent's intention to enforce the Mortgages may, subject to the preconditions and terms of this Clause 5.7 be delivered for any amount due and payable under the Secured Obligations and considered appropriate for enforcement by the Security Agent (the "**Enforcement Amount**");
- (ii) the Enforcement Amount may be enforced against the GmbH Mortgagor unless the GmbH Mortgagor notifies the Security Agent upon receiving such enforcement notice within a period of fifteen (15) Business Days that the Enforcement Amount exceeds the Available Net Assets together with calculations of such excess (the Available Net Assets, upon request by the Security Agent, to be confirmed by such GmbH Mortgagor's auditors within a period of further thirty (30) Business Days following the respective request);
- (iii) irrespective of any notice given in accordance with paragraph (c) (ii) the Security Agent may immediately enforce the Mortgages in an amount equal to the aggregate of:
 - (A) any amounts directly or indirectly made available under any Secured Document to a GmbH Mortgagor which have not yet been repaid by that GmbH Mortgagor as of the Notification Date; and
 - (B) the amount of the net assets (*Reinvermögen*) of that GmbH Mortgagor as shown in its financial statements (unaudited or audited, as the case may be) most recently delivered to the Security Agent (the "**Communicated Net Assets**"), unless the relevant GmbH Mortgagor provides evidence reasonably satisfactory to the Security Agent that an immediate enforcement of the Mortgages in an amount equivalent to the Communicated Net Assets (excluding, for the avoidance of doubt any amounts referred to under sub-paragraph (c) (iii) (A) above) would require its management to file for insolvency for reasons of an

inability to pay its debts as they fall due (*Zahlungsunfähigkeit*), in which case to such extent no such immediate enforcement will be permitted.

- (iv) if calculations in accordance with sub-paragraph (c) (ii) are provided and the Available Net Assets exceed the amount of the Communicated Net Assets, the Security Agent shall be entitled to enforce the Mortgages in an amount equal to such excess after expiry of the first period of fifteen (15) Business Days referred to in sub-paragraph (c) (ii) or, if the Security Agent has requested a confirmation of such calculations by such GmbH Mortgagor's auditors, after the expiry of the further period of thirty (30) Business Days referred to in sub-paragraph (c) (ii);
 - (v) if calculations in accordance with sub-paragraph (c) (ii) are provided and the Available Net Assets are lower than the amount of the Communicated Net Assets and the Mortgages have been enforced under sub-paragraph (c) (iii) (B), the balance shall be repaid by the Security Agent to the respective GmbH Mortgagor within five Business Days after expiry of the first period of fifteen (15) Business Days referred to in sub-paragraph (c) (ii) or, if the Security Agent has requested a confirmation of such calculations by such GmbH Mortgagor's auditors, within three Business Days after the expiry of the further period of thirty (30) Business Days referred to in sub-paragraph (c) (ii);
 - (vi) in respect of any additional amount pursuant to paragraph (b) the Security Agent may enforce the Mortgages after expiry of the three months period set forth in paragraph (b) or, if the Security Agent has requested a confirmation of the recalculation of the Available Net Assets pursuant to paragraph (b), after expiry of the period of further thirty (30) Business Days referred to in the last sentence of paragraph (b). Should the statement on the recalculated Available Net Assets pursuant to paragraph (b) or, as the case may be, the confirmation of such recalculation by its auditors, not be provided to the Security Agent within the time periods set forth in paragraph (b), the Security Agent shall be entitled to enforce the Mortgages in an amount equal to the net proceeds from the sale of the assets pursuant to paragraph (b) after expiry of the relevant time period referred to in paragraph (b); and
 - (vii) to the extent that a GmbH Mortgagor does not secure any amounts directly or indirectly made available under any Secured Document to a GmbH Mortgagor which have not yet been repaid by that GmbH Mortgagor as of the Notification Date, if the Security Agent notifies a GmbH Mortgagor of its intention to enforce the Mortgages and the respective GmbH Mortgagor promptly notifies the Security Agent that such enforcement (or the enforcement of any particular Mortgage) (taking into account the limitations set forth in this Clause 5.7) would oblige its management to file for insolvency for reasons of an inability to pay its debts as they fall due (*Zahlungsunfähigkeit*), the Security Agent will, without prejudice to any rights it may have under this Agreement, discuss with the respective GmbH Mortgagor ways to avoid the insolvency of that GmbH Mortgagor.
- (d) The restrictions pursuant to paragraph (a) above shall not apply:
- (i) when, on a Notification Date the restrictions under paragraph (a) are, due to a change of the applicable laws, the interpretation thereof or otherwise, not required to protect the managing directors of the relevant GmbH Mortgagor or of any of its direct or indirect shareholders from the risk of personal liability;
 - (ii) if the GmbH Mortgagor (as dominated entity) is subject to a domination and/or profit and loss pooling agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) (within the meaning of Section 291 of the German Stock Corporation Act (*Aktiengesetz*)) on the date of the enforcement of the Mortgages, but only if and to the extent that it may reasonably be expected (applying the due care of an ordinary businessman (*Sorgfalt eines ordentlichen*

Kaufmanns)) that such GmbH Mortgagor is able to recover the annual loss (*Jahresfehlbetrag*) which the dominating entity is obliged to pay pursuant to Section 302 of the German Stock Corporation Act; or

- (iii) if and to the extent the GmbH Mortgagor holds on the date of the enforcement of the Mortgages a fully recoverable indemnity or claim for refund (*vollwertiger Gegenleistungs- oder Rückgewähranspruch*) (within the meaning of Section 30 (1) sentence 2 of the German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*) against its shareholder covering at least the relevant amount enforced under the Mortgages.
 - (e) This Clause 5.7 (a) through (d) shall apply mutatis mutandis to a Mortgagor organised as a limited liability partnership (*GmbH & Co. KG*) with a GmbH as its sole general partner, provided that in such case and for the purpose of this Clause 5.7 only any reference to such Mortgagor's net assets (*Reinvermögen*) shall be deemed to be a reference to the net assets (*Reinvermögen*) of such Mortgagor and its general partner (*Komplementär*) on a pro forma consolidated basis.
- 5.8 After the complete, unconditional, irrevocable and full payment and discharge of all Secured Obligations any remaining proceeds resulting from the enforcement of the Mortgages (or part thereof) shall be transferred to the respective Mortgagor at the cost and expense of such Mortgagor.
- 6. RELEASE OF THE MORTGAGES**
- 6.1 Upon complete and irrevocable satisfaction of the Secured Obligations, the Security Agent shall at the request and cost of the relevant Mortgagor release the Mortgages. The Security Agent will, however, transfer the Mortgages or any of them to a third person if and to the extent so required by law.
- 6.2 At any time when the total value of the aggregate security granted by the Mortgagors and the other Obligors to secure the Secured Obligations (the "**Security**") which can be expected to be realised in the event of an enforcement of the Security (*realisierbarer Wert*) exceeds 110% of the Secured Obligations (the "**Limit**") not only temporarily, the Security Agent shall upon the demand of any Mortgagor release such part of the Security (*Sicherheitenfreigabe*) as the Security Agent may in its reasonable discretion determine so as to reduce the realisable value of the Security to the Limit.
- 6.3 The Mortgagor and the Security Agent agree that for the purpose of determining the realisable value of the aggregate security the following valuation procedures shall apply: The realisable value of the aggregate security shall be established on the basis of the nominal value of the mortgaged land and shall amount to 70% of the market value taking into consideration a probable shortfall in realisation proceeds.
- 6.4 In case the realisable value of the Security has decreased below the Limit (or would decrease below this amount immediately upon a drawdown permitted under the Senior Facilities Agreement) and provided the respective Mortgagor has exercised its right for release of security, the respective Mortgagor has, upon receipt of a notification by the Security Agent, to grant (or procure to be granted) additional security to the Security Agent without undue delay, however, at the latest within ten days to the extent that the ratio of the thereby increased Security in relation to the Secured Obligations remains 110 to 100 at all times.
- 6.5 The Mortgagors and the Security Agent may agree on a different value or valuation procedures in respect of the total value of the Security and the expected value to be realised in the event of a realisation of the Mortgages provided that the agreed values or valuation procedures have

proven to have materially increased or materially decreased as a result of any change of circumstance.

7. RIGHT OF INSPECTION

- 7.1 Each Mortgagor undertakes to provide the Security Agent promptly at its request (acting reasonably) with all information and documents which are necessary for perfecting and/or enforcing the respective Mortgage granted by it. The Security Agent is also entitled to obtain such information, evidence, documents or deeds at the expense of the Mortgagors from any state or governmental authorities, insurance companies or any other third party or competent authority.
- 7.2 Each Mortgagor undertakes to furnish to the Security Agent such information concerning the relevant Mortgaged Land mortgaged by it as is available to the respective Mortgagor, to permit the Security Agent and its designees to inspect, audit and make copies of and extracts from all records and all other papers in the possession of such Mortgagor which pertain to the relevant Mortgaged Land mortgaged by it at all reasonable times during normal business hours, and, upon the request of the Security Agent, to deliver to the Security Agent copies of all such records and papers.
- 7.3 Each Mortgagor authorises the Security Agent to inspect the Mortgaged Land and the fixtures pertaining thereto (*Grundstückszubehör*) as well as any deeds or documents relating to the Mortgaged Land during normal business hours, or to have them inspected by a duly authorised representative, for the purpose of inspecting and checking any of the Mortgaged Land mortgaged by it.

8. UNDERTAKINGS OF THE MORTGAGOR

- 8.1 During the term of this Agreement, each Mortgagor undertakes to the Security Agent in relation to such Mortgaged Land which is mortgaged by the relevant Mortgagor (except as otherwise agreed in, or permitted under, the Relevant Secured Documents):
- (a) to take all actions or make all declarations the Security Agent may require for perfecting, protecting or enforcing the Mortgages intended to be created by the Mortgage Deeds at the relevant Mortgagor's own cost and expense;
 - (b) not to create or permit to subsist any encumbrance over all or any part of the Mortgaged Land (other than (i) the Mortgages, (ii) the encumbrances set out in the land register excerpts attached hereto as Schedule 2 and (iii) any encumbrance registered in division II (*Abteilung II*) of the relevant land register and ranking behind the Mortgages over the relevant Mortgaged Land, in each case (i) through (iii) to the extent permitted under the Relevant Secured Documents) mortgaged by it or any interest therein or otherwise sell, transfer or dispose of the whole or any part of such Mortgaged Land or any interest therein (including, for the avoidance of doubt, any transfer by means of universal or partial succession (*Gesamtrechtsnachfolge*, *partielle Gesamtrechtsnachfolge*)) or knowingly do, or permit to be done, anything which might reasonably be expected to depreciate, jeopardise or otherwise directly or indirectly prejudice the value of such Mortgaged Land or any interest therein without the prior written consent of the Security Agent and to refrain from any acts or omissions the purpose or effect of which is or would be that rights of the Mortgagor to the Mortgaged Land cease to exist or are encumbered in any way;
 - (c) to obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the laws and regulations applicable to enable the respective Mortgagor lawfully to enter into and perform its obligations under this Agreement and the respective Mortgage Deed and to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement and the respective Mortgage Deed;
 - (d) to effect promptly (*unverzüglich*) any payments to be made in respect of the Mortgage given by it;

- (e) to notify the Security Agent promptly of any event or circumstance which might reasonably be expected to have a material adverse effect on the respective security interest granted by it under the respective Mortgage Deed;
- (f) to maintain at all times the buildings and all items covered by the relevant Mortgage to the extent that they are material in a state adequate for their use by the relevant Mortgagor, taking into account fair wear and tear;
- (g) to keep safe and readily available all its records concerning the Mortgaged Land owned by it to enable the Security Agent or its designee to determine the status thereof provided that the Security Agent or such designee shall only have access to such records during normal business hours; and
- (h) to notify the Security Agent without undue delay of any attachment (*Beschlagnahme*) or other court or enforcement actions and/or any third parties bringing claims of which it becomes aware in respect of the Mortgaged Land mortgaged by it or any part thereof or any other measure which could jeopardise the Security Agent's and/or the Secured Parties' rights relating to the Mortgaged Land mortgaged by it or materially impair its value. In the event of an attachment, the Mortgagor undertakes to forward to the Security Agent without undue delay a copy of the order effecting attachment (*Beschluss zur Anordnung der Zwangsversteigerung oder der Zwangsverwaltung*) and all documents necessary for a defense against the attachment. Each Mortgagor shall inform the relevant attaching creditor immediately about any Mortgages granted by it in respect of its Mortgaged Land. Costs and expenses for any measures of intervention requested by the Security Agent shall be borne by the Mortgagor.

8.2 A consent required from the Security Agent under this Clause 8 may, *inter alia*, be withheld if the respective Mortgagor cannot provide evidence reasonably satisfactory to the Security Agent that the contemplated action for which such consent is required would maintain the full legal and economic quality and effectiveness of the security granted to the Security Agent under the Mortgage Deeds or this Agreement (subject to such contemplated action being permitted under the Relevant Secured Documents).

9. REPRESENTATIONS AND WARRANTIES

Each Mortgagor represents and warrants to the Security Agent that:

- 9.1 at the date hereof it is validly existing and neither unable to pay its debts as and when they fall due (*zahlungsunfähig*), over-indebted (*überschuldet*) nor subject to imminent illiquidity (*drohende Zahlungsunfähigkeit*) (all within the meaning of Sections 17 to 19, inclusive, of the German Insolvency Code (*Insolvenzordnung*)) nor subject to any insolvency proceedings (*Insolvenzverfahren*);
- 9.2 the validity and enforceability of the Mortgage Deeds executed by it and this Agreement is not subject to any consent or other (legal or non-legal) requirement or condition which has not been obtained, and a shareholders' resolution approving this Agreement has been obtained, where necessary;
- 9.3 it is not subject to any restriction of any kind (other than the restrictions provided for in the Secured Documents) which would prevent it from entering into, and has the corporate power and the authority to enter into, this Agreement and execute the relevant Mortgage Deeds;
- 9.4 it is and will (save to the extent it disposes of any interest in the Mortgaged Land pursuant to any disposal permitted under the Relevant Secured Documents) be the sole legal and beneficial (*wirtschaftlicher*) owner of the Mortgaged Land mortgaged by it and such Mortgaged Land is free from any rights of third parties (including pre-emption rights) and in each case free from encumbrances, save for (i) the Mortgages, (ii) the encumbrances set out in the land register excerpts attached hereto as Schedule 2 and (iii) any encumbrance registered in division II (*Abteilung II*) of the relevant land register and ranking behind the Mortgages over the relevant

Mortgaged Land, in each case (i) through (iii) to the extent permitted under the Relevant Secured Documents.

10. INDEMNITY

- 10.1 The Security Agent shall not be liable for any loss or damage suffered by any Mortgagor save in respect of such loss or damage which is suffered as a result of wilful misconduct or gross negligence of the Security Agent.
- 10.2 Each Mortgagor will indemnify the Security Agent and keep the Security Agent or attorney, manager, agent or other person appointed by the Security Agent indemnified against any losses, actions, claims, expenses, demands and liabilities which may be incurred by or made against the Security Agent for anything done or omitted in the exercise or purported exercise of the powers contained herein and occasioned by any breach of any Mortgagor of any of its obligations or undertakings herein contained other than to the extent that such losses, actions, claims, expenses, demands and liabilities are incurred or made against the Security Agent as a result of the wilful misconduct or gross negligence of the Security Agent.

11. ASSIGNEES AND TRANSFEREES

This Agreement shall be binding upon the parties hereto and their respective successors in law. The Security Agent shall be entitled to assign or otherwise transfer any and all of its rights and duties under this Agreement to third parties. None of the Mortgagors shall be entitled to such transfer. The parties hereto hereby agree that any person who is an assignee and transferee of a Secured Party pursuant to the Secured Documents, upon such assignment and transfer being effected, becomes a Secured Party for the purposes of this Agreement.

12. DURATION AND INDEPENDENCE

- 12.1 This Agreement and the Mortgage Deeds shall remain in full force and effect until complete satisfaction of the Secured Obligations. This Agreement and the Mortgage Deeds shall not cease to exist if the Secured Obligations have only temporarily been discharged.
- 12.2 This Agreement shall create a continuing security and no change, amendment, supplement or novation whatsoever in the Senior Facilities Agreement or in any other Secured Document shall affect the validity or the scope of this Agreement nor the obligations which are imposed on the Mortgagors hereunder.
- 12.3 This Agreement is independent from any other security or guarantee which may have been or will be given to the Secured Parties or the Security Agent with respect to any obligation of any Mortgagor. None of such other security interests shall prejudice, or shall be prejudiced by, or shall be merged in any way with, this Agreement.
- 12.4 Waiving Section 418 of the German Civil Code, the Mortgagors hereby agree that the security created hereunder shall not be affected by any transfer or assumption of the Secured Obligations to, or by, any third party. The security interests granted hereunder shall also cover any future extension of the Secured Obligations.

13. COSTS AND EXPENSES

All reasonable costs, charges, fees and expenses together with any applicable value added tax arising from this Agreement or reasonably incurred in connection with its preparation, execution, amendments, restatements, novation, waivers, consents or suspension of rights or any proposal for any of the same (in each case including fees for legal advisers) relating to this Agreement shall be borne by the Mortgagors on a joint and several basis.

14. NOTICES AND LANGUAGE

- 14.1 Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally, or sent by mail, fax transmission or cable (the latter two to be affirmed in writing) to the following addresses:

to the Mortgagors:

INEOS MANUFACTURING DEUTSCHLAND GMBH

Address: Alte Straße 201
D-50769 Köln
Germany

Email: patrick.giefers@ineos.com
Fax: +49 (0) 221 3555 161362
Attention: Dr. Patrick Giefers/Dr. Axel Göhrt

INEOS PHENOL GMBH

Address: Dechenstraße 3
D-45966 Gladbeck
Germany

Email: benie.marotz@ineos.com
Fax: +49 (0) 2043 958 910
Attention: Benie Marotz

to the Security Agent:

BARCLAYS BANK PLC

Address: 1 Churchill Place
Canary Wharf
London E14 5HP
United Kingdom

Fax: + 44 (0) 20 7773 4893
Email: lee.xc.smith@barclays.com
Attention: Lee Smith

or to such address as the recipient may have notified in writing. Proof of posting or dispatch of any notice or communication to any Mortgagor shall be deemed (*widerlegbare Vermutung*) to be proof of receipt in the case of a letter, on the second Business Day in the country of receipt after posting and in the case of a fax transmission or cable on the Business Day in the country of receipt immediately following the date of its dispatch.

- 14.2 Any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail, except that where a German translation of a legal term appears in such text, the German translation shall prevail.

15. PARTIAL INVALIDITY; NO IMPLIED WAIVER

- 15.1 Without prejudice to any other provision hereof, if at any time any one (or more) provision(s) hereof is or becomes invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, or if the parties become aware of any omission (*Vertragslücke*) hereto of any terms which were intended to be included in this Agreement, such invalidity, illegality, unenforceability in such jurisdiction or with respect to such party or parties or such omission shall not, to the fullest extent permitted by applicable law, render invalid, illegal or unenforceable

such provision or provisions in any other jurisdiction or with respect to any other party or parties hereto and shall not affect or impair the validity, legality and enforceability of the remaining provisions hereof. Such invalid, illegal or unenforceable provision or such omission shall be deemed to be replaced by the parties with a provision which comes as close as reasonably possible to the commercial intentions of the invalid, illegal, unenforceable or omitted provision.

- 15.2 No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law.

16. COUNTERPARTS AND AMENDMENTS

This Agreement may be executed in any number of counterparts each of which when so executed shall constitute one and the same Agreement. Any amendments, changes or variations to this Agreement, including this Clause 16, shall be made in writing, unless notarial form by operation of law is required.

17. CHOICE OF LAW

This Agreement is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany.

18. PLACE OF JURISDICTION AND PERFORMANCE

- 18.1 Each of the parties hereto irrevocably agrees that the District Court (*Landgericht*) in Frankfurt am Main, Federal Republic of Germany, shall, subject to Clause 18.2 below, have exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement and, for such purposes, irrevocably submits to the jurisdiction of such court.
- 18.2 The submission to the jurisdiction of the court referred to in Clause 18.1 shall not (and shall not be construed so as to) limit the right of the Security Agent to take proceedings against any Mortgagor in any other court of competent jurisdiction, nor shall the taking of proceedings against any Mortgagor in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.
- 18.3 Place of performance (*Erfüllungsort*) is Frankfurt am Main.

Schedule 1
Details of the Mortgaged Land

Part 1.1
Real Estate of Mortgagor 1

No.	Land Register (<i>Grundbuch</i>) of	Local Court of	Serial no. (<i>BV lfd. Nr.</i>)	Page	Parcel of Land (<i>Flur/Flurstück</i>)	Plot of Land (<i>Grundstück</i>)
1	Gladbeck	Gladbeck	16	3494	139/91	Erholungsfläche, Frentroper Straße
2	Gladbeck	Gladbeck	4	4638	140/104	Gebäude- und Freifläche Dechenstraße 3
3	Gladbeck	Gladbeck	16	8171	141/24	Waldfläche Arenbergstraße
4	Gladbeck	Gladbeck	17	8171	141/29	Gebäude und Freifläche Frentroper Straße
5	Gladbeck	Gladbeck	18	8171	141/31	Gebäude und Freifläche Frentroper Straße
6	Gladbeck	Gladbeck	19	8171	141/34	Gebäude und Freifläche, Verkehrsfläche Frentroper Straße
7	Gladbeck	Gladbeck	21	8171	140/148	Gebäude- und Freifläche Dechenstraße 3
8	Gladbeck	Gladbeck	23	8171	140/149	Gebäude- und Freifläche, Dechenstraße 3
9	Gladbeck	Gladbeck	25	8171	140/147	Gebäude- und Freifläche, Wasserfläche Dechenstraße 3
10	Gladbeck	Gladbeck	26	8171	140/184	Gebäude- und Freifläche Dechenstraße 3
11	Gladbeck	Gladbeck	1	8468	140/91	Gebäude- und Freifläche Dechenstraße 3
12	Gladbeck	Gladbeck	23	9709	140/183	Gebäude- und Freifläche Dechenstraße 3, 3B

No.	Land Register (<i>Grundbuch</i>) of	Local Court of	Serial no. (<i>BV lfd. Nr.</i>)	Page	Parcel of Land (<i>Flur/Flurstück</i>)	Plot of Land (<i>Grundstück</i>)
13	Gladbeck	Gladbeck	15	15566	140/182	Gebäude- und Freifläche Dechenstraße 3
14	Gladbeck	Gladbeck	1	20961	140/155	Verkehrsfläche Dechenstraße
15	Kirchhellen	Bottrop	1	1330	67/76	Straße Arenbergstraße
16	Kirchhellen	Bottrop	2	1330	67/77	Straße Arenbergstraße
17	Kirchhellen	Bottrop	3	1330	67/87	Acker Auf der Heide
18	Kirchhellen	Bottrop	4	1330	67/102	Platz, Mischwald, Auf der Heide
19	Kirchhellen	Bottrop	5	1330	67/103	Platz, Mischwald Auf der Heide
20	Kirchhellen	Bottrop	6	1330	67/104	Platz, Mischwald Auf der Heide

Part 1.2
Real Estate of Mortgagor 2

No.	Land Register (<i>Grundbuch</i>) of	Local Court of	Serial no. (<i>BV lfd. Nr.</i>)	Page	Parcel of Land (Flur)	Plot of Land (<i>Flurstück</i>)
1	Worringen	Köln	4	67	135	70
2	Worringen	Köln	5	67	135	71
3	Worringen	Köln	7	67	135	72
4	Worringen	Köln	17	67	136	284
5	Worringen	Köln	18	67	136	285
6	Worringen	Köln	19	67	136	286
7	Worringen	Köln	20	67	136	287
8	Worringen	Köln	21	67	136	288
9	Worringen	Köln	22	67	136	289
10	Worringen	Köln	23	67	135	258
11	Worringen	Köln	24	67	135	259
12	Worringen	Köln	25	67	135	260
13	Worringen	Köln	27	67	135	281
14	Worringen	Köln	29	67	135	280
15	Worringen	Köln	31	67	135	279
16	Worringen	Köln	33	67	135	278
17	Worringen	Köln	35	67	135	277
18	Worringen	Köln	36	67	36	511
19	Worringen	Köln	37	67	36	514
20	Worringen	Köln	38	67	36	512
21	Worringen	Köln	39	67	36	515
22	Worringen	Köln	40	67	36	513
23	Worringen	Köln	41	67	36	516
24	Worringen	Köln	2	377	136	177
25	Worringen	Köln	4	377	35	261
26	Worringen	Köln	5	377	35	262
27	Worringen	Köln	6	377	35	263
28	Worringen	Köln	9	377	35	264
29	Worringen	Köln	10	377	35	265
30	Worringen	Köln	11	377	35	266
31	Worringen	Köln	14	377	35	283
32	Worringen	Köln	16	377	35	282
33	Worringen	Köln	17	377	35	82
34	Worringen	Köln	19	377	35	256
35	Worringen	Köln	20	377	35	257
36	Worringen	Köln	21	377	35	316
37	Worringen	Köln	22	377	35	318
38	Worringen	Köln	23	377	35	317
39	Worringen	Köln	24	377	35	319

Part 2
Hereditary Building Rights of Mortgagor 2

No.	Hereditary building right register (<i>Erbbaugrundbuch</i>) of	Local court of	Serial no. (<i>BV lfd. Nr.</i>)	Page	Parcel of Land (<i>Flur</i>)	Plot of Land (<i>Flurstück</i>)
5315	Worringen	Köln	1	16235	Hereditary building right to the following plots of land registered with land register of Worringen on page 352:	
					33	24
					33	34
					33	39
					33	40
					35	198
					35	219
					35	248
					35	169
					35	178
					35	179
					35	243
					35	244
					35	245
					35	246
					35	247
					35	287
					35	290
					35	286
					35	291
					35	188
					35	17
					35	189
					35	240
					35	267
					35	268
					35	284
					35	288
					35	312
					35	315
					53	35
					53	75
					53	34
					53	41
					53	56
					53	59
					53	60
					53	61

No.	Hereditary building right register (<i>Erbbau- grundbuch</i>) of	Local court of	Serial no. (<i>BV lfd. Nr.</i>)	Page	Parcel of Land (<i>Flur</i>)	Plot of Land (<i>Flurstück</i>)
					53	70
					54	1
					54	4
					54	5
					54	6
					54	239
					73	317
					73	316
					73	670

Schedule 2
Existing Encumbrances with respect to the Mortgaged Land

Land register excerpts follow on next pages

Amtsgericht Bottrop

Grundbuch von Kirchhellen

Blatt 1330

Dieses Blatt ist zur Fortführung auf EDV umgestellt worden und dabei an die Stelle des bisherigen Blattes getreten. In dem Blatt enthaltene Rötungen sind schwarz sichtbar.

Freigegeben am 11.01.2007, Hunsteger

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte					Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Liegen- schaftsbuch	Wirtschaftsart und Lage	ha	a	qm
		a	b		c/d	e			
1	2	3					4		
Einer	1	Kirchhellen	67	76	2568	Straße, Arenbergstraße			91
	2	"	67	77		desgl., das.			94
	3	"	67	87		Acker, Auf der Heide	15		43
	4	"	67	102		Platz, Mischwald	83		02
	5	"	67	103		Betriebsgelände, Auf der Heide			26
	6	"	67	104		desgl. das.	11		53
Zehner									
3									3
2									2
1									1

Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grundstücke		Zur lfd. Nr. der Grundstücke	
5	6	7	8
Hundert Tausender	1-6 Von Kirchhellen Band 49 Blatt 1381 hierher übertragen am 10. September 1969.		
	4 Katastergemäß berichtet am 05.11.2013. Kaase		
3			3
2			2
1			1



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

	Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
	1	2	3	4
Einer	1	Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck	1-6	Aufgelassen am 27. Mai 1969 und eingetragen am 10. September 1969.
	2	Phenolchemie GmbH & Co. Kommanditgesellschaft, Gladbeck.	1-6	Die Gesellschaft ist durch Formwechsel gemäß §§ 190 ff. UmwG. in eine GmbH & Co. Kommanditgesellschaft umgewandelt. Unter Bezugnahme auf den beglaubigten Handelsregistrauszug des Amtsgerichts Gladbeck HRA 498 vom 12. Juli 2001 eingetragen am 17. August 2001.
Zehner	3	INEOS Phenol GmbH & Co KG.	1-6	Firmenänderung auf Grund HRA 498 des Amtsgerichts Gladbeck eingetragen am 15. Februar 2002.
3				
2				
1				

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
2	4,5	Ein Recht auf Betreibung einer Rohoelfernleitung und in Verbindung damit ein Bau- und ein beschränktes Benutzungsrecht auf einem 10 m breiten Schutzstreifen über der Anschluss-Oelleitung sowie ein Betretungsrecht an den Grundstücken für die Nord-West Oelleitung Gesellschaft mit beschränkter Haftung in Wilhelmshaven. Unter Bezugnahme auf den Entschädigungsfeststellungs- und Enteignungsbeschluss vom 2. Juni 1961 und das Ersuchen des Regierungspräsidenten in Münster vom 11. Dezember 1962 zu gleichem Range mit der Last Abteilung III Nr. 2 eingetragen am 16. Januar 1963 in Kirchhellen Band 49 Blatt 1381. Mit den belasteten Grundstücken hierher übertragen am 10. September 1969.
	4,5	Ein Recht auf Betreibung einer Aethylengasleitung und in Verbindung damit ein Bau- und ein beschränktes Benutzungsrecht auf einem 8 m breiten Schutzstreifen über der Aethylengasleitung sowie ein Betretungsrecht an den Grundstücken für die Esso Aktiengesellschaft in Hamburg. Unter Bezugnahme auf den Entschädigungsfeststellungs- und Enteignungsbeschluss vom 29. Mai 1961 und das Ersuchen des Regierungspräsidenten in Münster vom 11. Dezember 1962 zu gleichem Range mit der Last Abteilung II Nr. 1 eingetragen am 16. Januar 1963 und u in Kirchhellen Band 49 Blatt 1381. Mit den belasteten Grundstücken hierher übertragen am 10. September 1969.
3		
2		
1		

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
3	4,5,6	Beschränkte persönliche Dienstbarkeit - Verlegung, Betrieb und Unterhaltung von Wasserleitungen nebst Zubehör; Verbot der Errichtung von Bauwerken und Zubehör , der Vornahme gefährdender Einwirkungen - für die Gelsenwasser Aktiengesellschaft in Gelsenkirchen. Unter Bezug auf die Bewilligung vom 28. Februar 1979 eingetragen am 26. April 1979. <i>Mon</i> <i>auf</i>
4	4	Beschränkte persönliche Dienstbarkeit - Recht zum Bau, Betrieb und Unterhaltung einer Rohrfernleitung sowie eine Nutzungsbeschränkung, ausübbar durch einen Dritten - für <u>Infracor GmbH Marl</u> . Bezug: Bewilligung vom 29. Dezember 2004 (Notar Burchard Strunz in Gladbeck, URNr. 456/2004). Eingetragen am 11. Januar 2005. <i>Kath</i> <i>Kath</i>
5	1, 3, 4, 5, 6	Beschränkte persönliche Dienstbarkeit - Bau, Betrieb und Unterhaltung einer Propylenleitung sowie eine Nutzungsbeschränkung, ausübbar durch einen Dritten - für die PRG Propylenpipeline Ruhr GmbH & Co. KG, Düsseldorf. Bezug: Bewilligung vom 10. August 2005 (Urk.-Nr. 263/2005 des Notars Burchard Strunz in Gladbeck). Eingetragen am 12. Oktober 2005. <i>Kath</i> <i>hi</i>
3 2 1		3 2 1

	Veränderungen		Löschungen	
	Laufende Nummer d.Spalte 1		Laufende Nummer d.Spalte 1	
	4	5	6	7
Hunderter	18,20	Die Rechte sind auf die Westgas GmbH mit Sitz in Marl übergegangen. Bezug: Bewilligung vom 27.09.2013 (UR-Nr. 707/2013, Notar Klaus Ludes, Marl). Eingetragen am 05.11.2013. Kaase	1,2	Gelöscht am 13. Juni 1994. <i>han</i> <i>hald</i>
Tausender				
3				
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	Veränderungen			Löschungen		
	Laufende Nummer der Spalte 1	Betrag		Laufende Nummer der Spalte 1	Betrag	
	5	6	7	8	9	10
Hundert	1	2.000.000,--DM	Die M I T H A F T im Grundbuch von Gladbeck (Amts- gericht Gladbeck) Blatt 15 646 ist erloschen. Eingetragen am 19. August 2002.  (Kaase)  (Steffens)			
Tausender						
3						3
2						2
1						1

Amtsgericht Gladbeck

Grundbuch von Gladbeck

Blatt 3494

Dieses Blatt ist zur Fortführung auf EDV umgestellt worden und dabei an die Stelle des bisherigen Blattes getreten. In dem Blatt enthaltene Rötungen sind schwarz sichtbar.

Freigegeben am 19.3.2003, Hesse

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte				Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Liegen- schaftsbuch	Wirtschaftsart und Lage		
		a	b		c/d	e		
1	2	3				4		
Einer	1	gelöscht						
	2	Gladbeck	139	23	4159	Strasse, Hagelkreuzstrasse	12	75
	3	"	139	7		<u>Hof- und Gebäudefläche,</u> <u>Gebäude- und Freifläche</u>	14	29
	4	"	139	6		Schanzenheide 4, Strasse, Frentroper Strasse	2	14
	5	gelöscht						
	6	gelöscht				<u>Gebäude- und Freifläche</u>	45	44
	7	Gladbeck	139	16		<u>Hof- und Gebäudefläche,</u> <u>Hagelkreuzstrasse 34</u> <u>Hagelkreuzstrasse 36</u> <u>Hagelkreuzstrasse 38</u> <u>Frentroper Strasse 105</u> <u>Gartenland,</u> <u>Grünland,</u> <u>Hagelkreuzstrasse und</u> <u>Frentroper Strasse</u>	23	10
	8	Gladbeck	139	28		<u>Gebäude- und Freifläche</u> <u>Hof- und Gebäudefläche,</u> <u>Frentroper Strasse 107</u>	17	21
	9	"	139	29		<u>Gebäude- und Freifläche</u> <u>Hof- und Gebäudefläche,</u> <u>Hagelkreuzstrasse 40, 42</u>	13	21
	10	s. nächste Seite						
3								
2								
1								
						3		
						2		
						1		

Laufende Nummer der Grundstücke	Bisherige laufende Nummer der Grundstücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte					Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Liegenschaftsbuch	Wirtschaftsart und Lage	ha	a	qm
1	2	3					4		
10	4	Gladbeck	139	71		Gebäude- und Freifläche			
						Hof- und Gebäudefläche,		1	84
11		"	139	66		Schanzenheide 4			
						Straße,		0	30
12		Gladbeck	139	88		L 618 Brentroper Straße			
						Gebäude- und Freifläche,	7	14	
			139	89		Hagelkreuzstraße 38			
						Gebäude- und Freifläche,	7	35	
			139	90		Hagelkreuzstraße 36			
						Gebäude- und Freifläche,	7	43	
			139	91		Hagelkreuzstraße 34			
						Landwirtschaftsfläche,	23	51	
13		Gladbeck	139	88	Frentroper Straße				
					Gebäude- und Freifläche,	7	14		
14		"	139	89	Hagelkreuzstraße 38				
	12				Gebäude- und Freifläche,	7	35		
15		"	139	90	Hagelkreuzstraße 36				
					Gebäude- und Freifläche,	7	43		
16		"	139	91	Hagelkreuzstraße 34				
					Landwirtschaftsfläche,	23	51		
					Frentroper Straße				
					Erholungsfläche,				
					Frentroper Straße				

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Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte					Größe				
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Liegen- schaftsbuch	Wirtschaftsart und Lage	ha	a	m²		
		a		b	c/d	e					
1	2	3					4				
17 18	9	Gladbeck	139	92		Gebäude- und Freifläche, Hagelkreuzstraße 40		5	92		
		"	139	93		Gebäude- und Freifläche, Hagelkreuzstraße 42		7	31		
19/zu 18		Geh- und Fahrrecht an dem Grundstück Gemarkung Gladbeck Flur 139 Flurstück 28, eingetragen im Grundbuch von Gladbeck Blatt 15.631 bis 15.636, daselbst in Abteilung II Nr. 1									

Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grundstücke		Zur lfd. Nr. der Grundstücke	
5	6	7	8
2, 3,	4, 7, 8, 9 Bei Umschreibung des bisherigen Grundbuchs Band 108 Blatt 3494 in das Loseblattgrundbuch als Bestand eingetragen am 25. September 1967. <i>Baite</i> <i>Mersens</i>	11	Nach Blatt 1480 übertragen am 29. September 1971. <i>Hole</i> <i>Mersens</i>
10, 11	Fortgeschrieben aus lfd. Nr. 4 am 1. Juli 1971. <i>Baite</i> <i>Mersens</i>	2	Nach Blatt 2073 übertragen am 14. Januar 1974. <i>Hole</i> <i>Mersens</i>
7	Spalte 3 e) bzw. Spalte 4 berichtigt am 15. November 1973. <i>Baite</i> <i>Mersens</i>	14	Nach Blatt 15.298 übertragen am 21. März 1996. <i>Hole</i> <i>binge</i>
3, 7-10	Nach dem Katasterbuch berichtigt am 27. Februar 1986. <i>Baite</i> <i>Mersens</i>	13	Nach Blatt 15.299 übertragen am 21. März 1996. <i>Hole</i> <i>binge</i>
7, 12	Lfd. Nr. 12 fortgeschrieben aus lfd. Nr. 7 am 11. September 1995. <i>Hole</i> <i>Baite</i>	15	Nach Blatt 15.300 übertragen am 21. März 1996. <i>Hole</i> <i>binge</i>
12 bis 16	Nr. 12 geteilt und als Nr. 13 bis 16 eingetragen am 21. März 1996. <i>Hole</i> <i>binge</i>	8	Wegen Errichtung von Wohnungseigentum hier abgeschrieben und in Anteilen übertragen nach den Wohnungsgrundbüchern von Gladbeck Blatt 15.631 bis Blatt 15.636 am 28. Mai 1996. Damit ist dieses Grundbuch hinsichtlich dieses Grundstücks geschlossen. Eingetragen



- 46)

Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grundstücke		Zur lfd. Nr. der Grundstücke	
5	6	7	8
9,17, 18	Nr. 9 geteilt und als Nr. 17 und 18 eingetragen am 29. Oktober 1996. <i>haben</i> <i>berichtigt</i>		am 28. Mai 1996. <i>haben</i> <i>berichtigt</i>
19/zu 18	Vermerkt am 13. Dezember 1996. <i>haben</i> <i>berichtigt</i>	18	Nach Blatt 15.840 übertragen am 03. Januar 1997. <i>haben</i> <i>berichtigt</i>
16	Nutzungsart berichtigt am 04.09.2017. Blömeke	17	Nach Blatt 15.841 übertragen am 03. Januar 1997. <i>haben</i> <i>berichtigt</i>
		3,10	Nach Gladbeck Blatt 15.955 übertragen am 11. April 1997. <i>haben</i> <i>berichtigt</i>
		18	Übertragen nach Blatt 15838 am 03.01.1997. Berichtigend vermerkt am 25.01.2007. Halfar
		19	Nachträglich übertragen nach Blatt 15838 am 25.01.2007. Halfar

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Fortsetzung auf Einlegebogen

	Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
	1	2	3	4
Einer	1	Phenolchemie, Gesellschaft mit beschränkter Haftung, in Gladbeck,	2,3,4,7,8,9	Das in dem bisherigen Grundbuch Band 108 Blatt 3494 eingetragene Eigentum ist bei Umschreibung des Blattes hier eingetragen am 25. September 1967. <i>Baite</i> <i>Mersens</i>
		<u>Phenolchemie GmbH & Co. Kommanditgesellschaft, Gladbeck</u>		
		INEOS Phenol GmbH & Co. KG, Gladbeck		
Zehner			19/zu 18	Eingetragen im Grundbuch von Gladbeck 15.631 bis 15.636 Blatt 3494 und hier vermerkt am 13. Dezember 1996. <i>Wulfe</i> <i>Wulfe</i>
				Die Gesellschaft ist durch Formwechsel gemäß §§ 190 ff. UmwG in eine GmbH & Co. Kommanditgesellschaft umgewandelt. Unter Bezugnahme auf das Handelsregister HRB 0008 und das Handelsregister HRA 498 des Amtsgerichts Gladbeck eingetragen am 17. Juli 2001. <i>Wulfe</i> <i>Wulfe</i>
	3			
	2			
	1			

Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
1	2	3	4
			<p>Zu Nr. 1: Infolge Firmenänderung lauten die Eigentümerangaben nunmehr: INEOS Phenol GmbH & Co. KG, Gladbeck. Die Gesellschaft ist durch Formwechsel gemäß §§ 190 ff. UmwG in eine GmbH umgewandelt. Unter Bezugnahme auf das Handels- register HRB 9687 (Amtsgericht Gelsenkirchen) eingetragen am 19.10.2010.</p> <p>Barz</p>

	Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
	1	2	3
<div>Einer</div> <div>Zehner</div> <div> <div>3</div> <div>2</div> <div>1</div> </div>	1	4, 10, 11	<p>Ein Wegerecht für den jeweiligen Eigentümer der Parzelle Flur 52 Nr. 26 (Gladbeck Band 108 Blatt 3492) des Inhalts, dass der Berechtigte das belastete Grundstück zum Reiten, Fahren und Gehen für sich, seine Besucher, Angestellte, Arbeiter, Mieter und Untermieter benutzen darf. Unter Bezugnahme auf die Bewilligung vom 9. Dezember 1953 eingetragen am 25. Juni 1954 und umgeschrieben am 25. September 1967.</p> <p><u>Bach</u> <u>Mordens</u></p>

	Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden
	1	2	3	4
Einer	1	8	150.000,-- DM	Einhundertfünfzigtausend Deutsche Mark Tilgungsdarlehenshypothek für die Pensionskasse der chemischen Industrie Deutschlands in Duisburg. Das Darlehn ist vom Tage der Auszahlung an mit sechs vom Hundert, unter Umständen mit acht vom Hundert ab Zahlungsverzug jährlich zu verzinsen. Wird Das Kapital gemäss Ziffer 2 und 3 der "Allgemeinen Bedingungen" oder infolge Kündigung des Schuldners vorzeitig fällig und zurückgezahlt, so ist eine Entschädigung von einhalb vom Hundert für das Jahr, jedoch höchstens zweieinhalb vom Hundert zu entrichten. Der jeweilige Eigentümer ist der sofortigen Zwangsvollstreckung unterworfen. Gemäss Bewilligung vom 10. Januar 1963 eingetragen am 18. 1. 1963 und umgeschrieben am 25. September 1967.
				<i>Baite</i> <i>Merdens</i>
Zehner	2	8	26.300,-- DM	Sechszwanzigtausenddreihundert Deutsche Mark Hypothek für eine Forderung aus Schuldversprechen nebst achteinhalb vom Hundert Jahreszinsen seit dem Tage der Eintragung für die Wohnungsbauförderungsanstalt des Landes Nordrhein-Westfalen in Düsseldorf. Der jeweilige Eigentümer ist der sofortigen Zwangsvollstreckung unterworfen. Unter Bezugnahme auf die Bewilligung vom 10. Januar 1963 <u>brieflos</u> eingetragen am 18. 1. 1963 und umgeschrieben am 25. September 1967.
				<i>Baite</i> <i>Merdens</i>
3				
2				
1				

Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden
1	2	3	4
3	8	4.400,-- DM	<p>Viertausendvierhundert Deutsche Mark Hypothek für eine Forderung aus Schuldversprechen nebst achteinhalb vom Hundert Jahreszinsen seit dem Tage der Eintragung für die Wohnungsbauförderungsanstalt des Landes Nordrhein-Westfalen in Düsseldorf. Der jeweilige Eigentümer ist der sofortigen Zwangsvollstreckung unterworfen. Unter Bezugnahme auf die Bewilligung vom 10. Januar 1963 <u>brieflos</u> eingetragen am 18. 1. 1963 und umgeschrieben am 25. September 1967.</p> <p><i>Bait</i> <i>Merdens</i></p>
4	16	2.000.000,-- DM	<p>Zweimillionen Deutsche Mark Grundschuld für die BARCLAYS BANK PLC, London, England mit 16 % Jahreszinsen und einer einmaliger Nebenleistung in Höhe von 3 % des Grundschuldbetrages; vollstreckbar nach § 800 ZPO. Unter Bezugnahme auf die Bewilligung vom 23.05.2001 (Urk.Nr. 39/2001 des Notars Dr. Klöcker in Frankfurt am Main) <u>brieflos</u> eingetragen am 17. Juli 2001. Mithaft besteht im Grundbuch von Gladbeck Blatt 4638, 8171, 8468, 9709, 15.566 und <u>15.646</u> und im Grundbuch von Kirchhellen Blatt 1330 (AG Bottrop).</p> <p><i>Ulf. W.</i> <i>obige</i></p>

Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden
1	2	3	4

Veränderungen			Löschungen		
Laufende Nummer der Spalte 1	Betrag		Laufende Nummer der Spalte 1	Betrag	
5	6	7	8	9	10
1	50.000,-- DM)	Löschungsvormerkung nach §§ 1163, 1179	2	26.300,-- DM	Gelöscht am 29.
2	26.300,-- DM)	BGB für den jeweiligen Gläubiger der Hypothek	3	4.400,-- DM	Oktober 1979.
		Abt. III Nr. 2 gemäss Bewilligung vom			<i>halla Mersens</i>
		10. Januar 1963 eingetragen am 18. Januar 1963			
		und umgeschrieben am 25. September 1967	1	150.000,-- DM	Gelöscht am 28.
		<i>Baite Mersens</i>			Mai 1996.
					<i>halla bänge</i>
1	150.000,--DM)	Löschungsvormerkung nach §§ 1163, 1179			
2	26.300,--DM)	BGB für den jeweiligen Gläubiger der			
3	4.400,--DM)	Hypothek Abt. III Nr. 3 gemäss Bewilli-			
		gung vom 10. Januar 1963 eingetragen am			
		18. Januar 1963			
		und umgeschrieben am 25. September 1967			
		<i>Baite Mersens</i>			
4	2.000.000,-- DM	Die Mithaft im Grundbuch von Gladbeck Blatt 15.646 ist			
		erloschen. Eingetragen am 16. August 2002.			
		<i>halla bänge</i>			

Amtsgericht Gladbeck

Grundbuch von Gladbeck

Blatt 4638

Dieses Blatt ist zur Fortführung auf EDV umgestellt worden und dabei an die Stelle des bisherigen Blattes getreten. In dem Blatt enthaltene Rötungen sind schwarz sichtbar.

Freigegeben am 19.3.2003, West

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte					Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Liegen- schaftsbuch	Wirtschaftsart und Lage	ha	a	qm
		a	b	c/d	e		4		
1	2				3				
1		Gladbeck	140	31	5193	Hof- und Gebäudefläche, <u>Arenbergstrasse 43</u>		4	94
2		"	140	29		Hof- und Gebäudefläche, <u>Arenbergstrasse 43</u>		6	07
3	1,2	"	140	87		<u>Gebäude- und Freifläche</u> Hof- und Gebäudefläche, <u>Arenbergstraße 43</u>		11	01
4	3	Gladbeck	140	104		<u>Gebäude- und Freifläche</u> Dechenstraße 3		9	42
5		Gladbeck	145	659		<u>Verkehrsfläche</u> <u>Arenbergstraße</u>		1	59
3									
2									
1									

Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grundstücke		Zur lfd. Nr. der Grundstücke	
5	6	7	8
1,2	Bei Umschreibung des bisherigen Grundbuchs Band 149 Blatt 4638 in das Loseblattgrundbuch als Bestand eingetragen am 3. Mai 1968. <i>hdy</i> <i>Mersins</i>	5	Nach Blatt 2.008 übertragen am 23. Oktober 1991. <i>hdy</i> <i>hdy</i>
3	Fortgeschrieben aus lfd. Nr. 1, 2 am 4. Januar 1974. <i>Berkmann</i> <i>Mersins</i>		
3	Nach dem Katasterbuch berichtigt am 28. AUG. 1988 <i>B.G.</i> <i>Küne</i>		
3,4,5	Lfd. Nr. 4 und 5 fortgeschrieben aus lfd. Nr. 3 am 31. Juli 1991. <i>hdy</i> <i>hdy</i>		



12)

	Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
	1	2	3	4
Einer	1	Prokurist Franz K o l l e in Gladbeck	1, 2	Das in dem bisherigen Grundbuch Band 149 Blatt 4638 eingetragene Eigentum ist bei Umschreibung des Blattes hier eingetragen am 3. Mai 1968. <i>Kolle</i> <i>Mersmann</i>
	2	Eheleute Gastwirt Walter B u g e n h a - g e n und Ursula geborene Nowak, beide in Gladbeck, zu je 1/2 Anteil	1, 2	Aufgelassen am 30. Mai 1968 und eingetragen am 8. November 1968.
Zehner	3	<u>Phenolchemie GmbH in Gladbeck</u> <u>Phenolchemie GmbH & Co. Kommanditgesellschaft, Gladbeck</u> INEOS Phenol GmbH & Co. KG, Gladbeck	3	Aufgelassen am 14. Oktober 1987 und eingetragen am 25. Februar 1988. <i>Polle</i> <i>Mersmann</i> <i>Polle</i> <i>Polle</i> Die Gesellschaft ist durch Formwechsel gemäß §§ 190 ff. UmwG in eine GmbH & Co Kommanditgesellschaft umgewandelt. Unter Bezugnahme auf das Handelsregister HRB 0008 und das Handelsregister HR A498 des Amtsgerichts Gladbeck eingetragen am 17. Juli 2001. <i>Polle</i> <i>Polle</i>
	3 2 1			<i>Polle</i> <i>Polle</i>

Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
1	2	3	4
			<p>Zu Nr. 3: Infolge Firmenänderung lauten die Eigentümerangaben nunmehr: INEOS Phenol GmbH & Co. KG, Gladbeck. Die Gesellschaft ist durch Formwechsel gemäß §§ 190 ff. UmwG in eine GmbH umgewandelt. Unter Bezugnahme auf das Handels- register HRB 9687 (Amtsgericht Gelsenkirchen) eingetragen am 19.10.2010.</p> <p>Barz</p>

	Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen	
	1	2	3	
Einer	1	1, 2, 3, 4	Der jeweilige Eigentümer ist verpflichtet, die von den Bergwerksunternehmen des im Berggrundbuch von Recklinghausen Band 5 Blatt 63 eingetragenen Steinkohlenbergwerks "Im Vest Recklinghausen" (jetzige Eigentümerin: Hibernia Aktiengesellschaft in Herne) ausgehenden schädlichen Einwirkungen zu dulden und auf Ersatz jeglichen Schadens (Berg- und Immissionsschäden einschliesslich Minderwert) zu verzichten, der infolge des Bergbaues und der Nebenbetriebe der Hibernia an den belasteten Flurstücken einschliesslich der Gebäude und Anlagen entsteht. Eingetragen am 16. Oktober 1958 zu gleichem Range mit den Rechten Abt. II Nr. 2 und 3 und umgeschrieben am 3. Mai 1968.	
	2	1, 2, 3, 4	Ein Vorkaufsrecht für alle Verkaufsfälle zu Gunsten der Hibernia Aktiengesellschaft in Herne eingetragen am 16. Oktober 1958 zu gleichem Range mit den Rechten Abt. II Nr. 1 und 3 und umgeschrieben am 3. Mai 1968.	
Zehner	3	1, 2, 3	Beschränkte persönliche Dienstbarkeit zu Gunsten der Hibernia Aktiengesellschaft in Herne des Inhalts, dass Eigentümer das belastete Grundstück nicht aufstocken oder die Wartehalle nebst Toiletten beseitigen darf. Wartehalle und Toilettenanlagen sind während des Strassenverkehrs geöffnet zu halten und täglich zu reinigen. Weiterhin ist Eigentümer verpflichtet, die Einfriedigung zwischen dem Zechengelände und seinem Besitz zu unterhalten.	3 2 1

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
		Unter Bezugnahme auf die Bewilligung vom 13. Mai 1957 eingetragen am 16. Oktober 1958 zu gleichem Range mit den Rechten Abt. II Nr. 1 und 2 und umgeschrieben am 3. Mai 1968. <i>Kolle</i> <i>Merkens</i>
4	4, 4, 3	Vormerkung zur Sicherung des Anspruchs auf Rückkauflassung für den Kaufmann Franz Kolle in Gladbeck. Gemäß Bewilligung vom 30. Mai 1968 eingetragen am 11. November 1968. <i>Kolle</i> <i>Merkens</i>
5	3	Vormerkung zur Sicherung des Anspruchs auf Eigentumsübertragung für die Phenolchemie GmbH in Gladbeck. Gemäß Bewilligung vom 14. Oktober 1987 eingetragen am 16. Oktober 1987. <i>Kolle</i> <i>Kolle</i>
3 2 1		3 2 1

	Veränderungen		Löschungen	
	Laufende Nummer d. Spalte 1		Laufende Nummer d. Spalte 1	
	4	5	6	7
Hundert	1,2	Das Grundstück lfd. Nr. 5 des Bestandsverzeichnisses - Flur 145 NR. 659 ist aus der Mitbelastung freigegeben. Eingetragen am 23. Oktober 1991. <i>Altenberg</i> <i>Waldob.</i>	4,5	Gelöscht am 25. Februar 1988. <i>Altenberg</i> <i>Waldob.</i>
Tausender			3	Gelöscht am 26. April 1989. <i>Altenberg</i> <i>Waldob.</i>
3				
2				
1				

Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden
1.	2	3	4
1	1, 2, 3	250.000,-- DM	Zweihundertfünfzigtausend Deutsche Mark zinslose und sofort fällige Grundschuld für den Kaufmann Franz Kollé in Gladbeck. Brieflos eingetragen am 8. November 1968. <i>Kollé</i> <i>Mordens</i>
2	3	70.000,-- DM	Siebzigttausend Deutsche Mark Grundschuld für die Stadtparkasse Gladbeck i.W. mit 10 % Jahreszinsen; vollstreckbar nach § 800 ZPO. Unter Bezugnahme auf die Bewilligung vom 25. Februar 1985 eingetragen am 06. März 1985. <i>Kollé</i> <i>Kollé</i>
3	4	2.000.000,-- DM	Zweimillionen Deutsche Mark Grundschuld für die BARCLAYS BANK PLC, London, England mit 16 % Jahreszinsen und einer einmaliger Nebenleistung in Höhe von 3 % des Grundschuldbetrages; vollstreckbar nach § 800 ZPO. Unter Bezugnahme auf die Bewilligung vom 23.05.2001 (Urk.Nr. 39/2001 des Notars Dr. Klöcker in Frankfurt am Main) <u>b r i e f l o s</u> eingetragen am 17. Juli 2001. Mithaft besteht im Grundbuch von Gladbeck Blatt 3494, 8171, 8468, 9709, 15.566 und <u>15.646</u> und im Grundbuch von Kirchhellen Blatt 1330 (AG Bottrop). <i>Kollé</i> <i>Kollé</i>

	Veränderungen			Löschungen		
	Laufende Nummer der Spalte 1	Betrag		Laufende Nummer der Spalte 1	Betrag	
	5	6	7	8	9	10
Hunderter	3	2.000.000,-- DM	Die Mithaft im Grundbuch von Gladbeck Blatt 15.646 ist erloschen. Eingetragen am 16. August 2002. <i>Wohn bringe</i>	1	250.000,-- DM	Gelöscht am 25.
				2	70.000,-- DM	Februar 1988. <i>schwerend aufgelöst</i>
Tausender						
	3					3
	2					2
	1					1

Amtsgericht Gladbeck

Grundbuch von Gladbeck

Blatt 8171

Dieses Blatt ist zur Fortführung auf EDV umgestellt worden und dabei an die Stelle des bisherigen Blattes getreten. In dem Blatt enthaltene Rötungen sind schwarz sichtbar.

Freigegeben am 20.3.2003, Münchow

	Laufende Nummer der Grundstücke	Bisherige laufende Nummer der Grundstücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte					Größe		
			Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Liegenschaftsbuch	Wirtschaftsart und Lage	ha	a	qm
	1	2	a	b	c/d	e				
	1		Gladbeck	140	46	8724	Gebäude- und Freifläche Betriebsgelände,	1	30	45
Einer	2		"	140	50		Dechenstraße 3			
	3		"	140	53		Betriebsgelände, Dechenstraße 3	21	27	
	4		"	140	55		Gebäude- und Freifläche Betriebsgelände, Dechenstraße 3	9	91	
	5		"	140	56		Betriebsgelände, Dechenstraße	0	12	
	6		"	140	58		Betriebsgelände, Dechenstraße	3	40	
	7		"	140	59		Betriebsgelände, Arenbergstraße	2	13	
	8		"	140	65		Betriebsgelände, Arenbergstraße	4	93	
	9		"	140	84		Betriebsgelände, Dechenstraße	14	51	
	10		"	140	86		Betriebsgelände, Arenbergstraße	2	02	01
3						Wald (Holzung),	2	56	42	
2						Betriebsgelände,	3	63	35	
1						Frentroper Straße				

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte					Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Liegen- schaftsbuch	Wirtschaftsart und Lage	ha	a	qm
1	2	3					4		
11	2,10	Gladbeck	140	93	Gebäude- und Freifläche Betriebsgelände, Dechenstraße 3 Gebäude- und Freifläche Betriebsgelände, Dechenstraße 3 Gebäude- und Freifläche Betriebsgelände, Dechenstraße 3	3	84	62	
12	8,9	"	140	94		4	72	94	
13	4,5,6,	"	140	95		10	58		
14	13	Gladbeck	140	103	Gebäude- und Freifläche	8	47		
15		Gladbeck	145	658	Dechenstraße 3 Verkehrsfläche Arenbergstraße	2	09		
16		Gladbeck	141	24	Waldfläche, Arenbergstraße	5	66	76	
17		"	141	29	Gebäude- und Freifläche, Frentroper Straße	57	58		
18		"	141	31	Gebäude- und Freifläche, Frentroper Straße	6	69		
19		"	141	34	Gebäude- und Freifläche, Verkehrsfläche, Frentroper Straße	6	64	27	

3

2

1

3

2

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte				Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Liegen- schaftsbuch	Wirtschaftsart und Lage		
		a	b	c/d	e	ha	a	m²
1	2	3				4		
Einer	20	Gladbeck	140	140	Verkehrsfläche, <u>Dechenstraße - K 3 -</u>		2	52
	21	"	140	148	Gebäude- und Freifläche, Dechenstraße 3	1	27	93
	22	Gladbeck	140	139	Verkehrsfläche, <u>Dechenstraße - K 3 -</u>		1	16
	23	"	140	149	Gebäude- und Freifläche, Dechenstraße 3		8	78
	24	Gladbeck	140	141	Verkehrsfläche, <u>Dechenstraße - K 3 -</u>		0	15
Zehner	25	"	140	147	Gebäude- und Freifläche, Wasserfläche, Dechenstraße 3	3	84	47
	26	12,14 Gladbeck	140	184	Gebäude- und Freifläche, Dechenstraße 3	4	81	41
3								3
2								2
1								1

	Bestand und Zuschreibungen		Abschreibungen	
	Zur lfd. Nr. der Grundstücke		Zur lfd. Nr. der Grundstücke	
	5	6	7	8
Hunderter	1 - 7	Von Blatt 2906 hierher übertragen am 30. Januar 1976. <i>Kalpar</i> <i>Mordens</i>	15	Nach Blatt 2.008 übertragen am 23. Oktober 1991. <i>Albin</i> <i>Wolfsch.</i>
	8,9	Von Blatt 4269 hierher übertragen am 30. Januar 1976. <i>Kalpar</i> <i>Mordens</i>	20,22, 24	Nach Blatt 11.299 übertragen am 13. Februar 2002. <i>Keller</i> <i>Wolfsch.</i>
	10	Von Blatt 2906 hierher übertragen am 30. Januar 1976. <i>Kalpar</i> <i>Mordens</i>		
	11	Fortgeschrieben aus lfd. Nr. 2, 10 am 26. März 1976. <i>Belken</i> <i>Mordens</i>		
	12	Fortgeschrieben aus lfd. Nr. 8, 9 am 26. März 1976. <i>Belken</i> <i>Mordens</i>		
	13	Fortgeschrieben aus lfd. Nr. 4, 5, 6, 7 am 26. März 1976. <i>Belken</i> <i>Mordens</i>		
	1,3 11-13	Nach dem Katasterbuch berichtigt am 12. Okt. 1987 <i>Belken</i> <i>Wolfsch.</i>		
Tausender	3 2 1			3 2 1



Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grundstücke		Zur lfd. Nr. der Grundstücke	
5	6	7	8
13,14, 15	Lfd. Nr. 14 und 15 fortgeschrieben aus lfd. Nr. 13 am 31. Juli 1991. <i>Linie</i>		
16,17, 18,19	Von Gladbeck Blatt 2906 hierher übertragen am 26. Februar 1996. <i>Linie</i>		
1,20, 21	Lfd. Nr. 1 geteilt und bei gleichzeitiger teilweiser Änderung der Wirtschaftsart und Lage unter lfd. Nr. 20 und 21 als selbständige Grundstücke eingetragen am 19. Dezember 2000. <i>Linie</i>		
3,22, 23	Lfd. Nr. 3 geteilt und bei gleichzeitiger Berichtigung teilweiser Änderung der Wirtschaftsart und Lage sowie bei gleichzeitiger Berichtigung der Flächenangabe unter lfd. Nr. 22 und 23 als selbständige Grundstücke eingetragen am 19. Dezember 2000. <i>Linie</i>		
11,24, 25	Lfd. Nr. 11 geteilt und bei gleichzeitiger teilweiser Änderung der Wirtschaftsart und Lage unter lfd. Nr. 24 und 25 als selbständige Grundstücke eingetragen am 19. Dezember 2000. <i>Linie</i>		
$\frac{3}{2}$ 1			$\frac{3}{2}$ 1

Fortsetzung auf Einlegebogen

Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grund- stücke		Zur lfd. Nr. der Grund- stücke	
5	6	7	8
12,14 26	Nr. 12,14 infolge Grundstücksvereinigung und -verschmelzung als Nr. 26 eingetragen aufgrund Fortführungsmitteilung Nr. 5520- 2010/72995 vom 03.11.2010 am 23.11.2010. Barz		
25	Wirtschaftsart und Lagebezeichnung berich- tigt am 13.11.2017. Wilmsmann		
19	Wirtschaftsart berichtigt am 09.02.2018. Blömeke		

	Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
	1	2	3	4
Einer	1	<p><u>PHENOLCHEMIE Gesellschaft mit beschränkter Haftung in Gladbeck</u></p> <p><u>Phenolchemie GmbH & Co. Kommanditgesellschaft, Gladbeck</u></p> <p>INEOS Phenol GmbH & Co. KG, Gladbeck</p>	1 bis 7	<p>Aufgelassen am 21. Dezember 1972 und eingetragen am 30. Januar 1976.</p> <p><i>Kalpar Mursins</i></p>
			8,9	<p>Aufgelassen am 21. Dezember 1972 und eingetragen am 30. Januar 1976.</p> <p><i>Kalpar Mursins</i></p>
			10	<p>Aufgelassen am 15. Oktober 1974 und eingetragen am 30. Januar 1976.</p> <p><i>Kalpar Mursins</i></p>
Zehner	3 2 1		16,17,18,19	<p>Auf Grund der Auflassung vom 28. November 1995 eingetragen am 26. Februar 1996.</p> <p><i>Lamm beitz</i></p> <p>Die Gesellschaft ist durch Formwechsel gemäß §§ 190 ff. UmwG in eine GmbH & Co. Kommanditgesellschaft umgewandelt.</p>

	Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
	1	2	3	4
Hunderter				<p>Unter Bezugnahme auf das Handelsregister HR B 0008 und das Handelsregister HR A 498 des Amtsgerichts Gladbeck eingetragen am 19. Dezember 2000. <i>Wick</i> <i>borke</i></p> <p>Zu Nr. 1: Name der Eigentümerin nunmehr: INEOS Phenol GmbH & Co.KG. Vermerkt am 17.11.2004. Halfar</p> <p>Zu Nr. 1: Die Gesellschaft ist durch Formwechsel gemäß § 190 ff. UmwG in eine GmbH umgewandelt. Unter Bezugnahme auf das Handelsregister HRB 9687 (Amtsgericht Gelsenkirchen) eingetragen am 19.10.2010.</p> <p>Barz</p>
Tausender				
1	1			
2	2			
3	3			

	Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
	1	2	3
Einer	1	2001	<p><u>Die Chemischen Werke Hüls Aktiengesellschaft in Marl</u> sind berechtigt, nach Maßgabe des im Enteignungsverfahren festgestellten Planes in einem Grundstückstreifen von 5 m Breite eine Doppelgasfernleitung zu verlegen und das belastete Grundstück zum Zwecke des Baues, des Betriebes und der Unterhaltung der Leitung jederzeit zu benutzen. Auf dem 5 m breiten Schutzstreifen des in Anspruch genommenen Grundstücks dürfen für die Dauer des Bestehens der Leitung keine Gebäulichkeiten errichtet oder sonstige Einwirkungen vorgenommen werden, die den Bestand der Gasfernleitung gefährden. Die Außengrenzen des Schutzstreifens werden bestimmt, indem man von der Leitungsachse links und rechts im Abstand von je 2,50 m gleichlaufende Linien zieht. Dieses Recht hat den Vorrang vor allen sonstigen Rechten und Lasten an dem belasteten Grundstück, soweit diese nicht selbst im Wege der Enteignung begründet worden sind. In einem solchen Falle haben die Rechte gleichen Rang. Die Ausübung der Dienstbarkeit kann einem Dritten übertragen werden. Im übrigen unter Bezugnahme auf Ziffer 4 des Entschädigungsfeststellungs- und Enteignungsbeschlusses des Regierungspräsidenten in Münster vom 21. Juni 1955 und des Berichtigungs- und Ergänzungsbeschlusses vom 4. August 1955 eingetragen am 18. November 1955 zuletzt in Blatt 2906</p> <p>und von dort mit dem belasteten Grundstück nach hier übertragen am 30. Januar 1976.</p> <p><i>Kalpar</i> <i>Murkus</i></p>
Zehner	2	s. nächste Seite	
	3 2 1		3 2 1

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
2	3	Die Rheinisch-Westfälisches Elektrizitätswerk Aktiengesellschaft in Essen ist berechtigt, auf dem belasteten Grundstück eine Umspann- und Schaltanlage zu haben und zu halten, sowie diese zu betreiben und zu unterhalten. Weiterhin ist die Aktiengesellschaft berechtigt, das Grundstück für die Verlegung, Unterhaltung und den Betrieb von Kabelleitungen aller Art in Anspruch zu nehmen und das Grundstück jederzeit zu betreten und zu befahren. Eingetragen am 6. Januar 1966 zuletzt in Blatt 2906 und von dort mit dem belasteten Grundstück nach hier übertragen am 30. Januar 1976. <i>Katzen</i> <i>Mertens</i>
3	18.12.26 (lastend auf dem früheren Grundstück Flur 140 Flurstück 94)	Die Chemischen Werke Hüls Aktiengesellschaft in Marl sind berechtigt, nach Maßgabe des im Enteignungsverfahren festgestellten Planes in einem Grundstücksstreifen von 5 m Breite eine Doppelgasfernleitung zu verlegen und die belasteten Grundstücke zum Zwecke des Baues, des Betriebes und der Unterhaltung der Leitung jederzeit zu benutzen. Auf dem 5 m breiten Schutzstreifen der in Anspruch genommenen Grundstücke dürfen für die Dauer des Bestehens der Leitung keine Gebäulichkeiten errichtet oder sonstige Einwirkungen vorgenommen werden, die den Bestand der Gasfernleitung gefährden. Die Außengrenzen des Schutzstreifens werden bestimmt, indem man von der Leitungsachse links und rechts im Abstand von je 2,50 m gleichlaufende Linien zieht. Dieses Recht hat den Vorrang vor allen sonstigen Rechten und Lasten an den belasteten Grundstücken, soweit diese nicht selbst im Wege der Enteignung begründet worden sind. In einem solchen Falle haben die Rechte gleichen Rang. Die Ausübung der Dienstbarkeit
3 2 1		3 2 1

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
Einer	4	<p>kann einem Dritten übertragen werden. Im übrigen unter Bezugnahme auf Ziffer 4 des Entschädigungsfeststellungs- und Enteignungsbeschlusses des Regierungspräsidenten in Münster vom 21. Juni 1955 und des Berichtigungs- und Ergänzungsbeschlusses vom 4. August 1955 eingetragen am 18. November 1955 zuletzt in Blatt 4269</p> <p>und von dort mit den belasteten Grundstücken nach hier übertragen am 30. Januar 1976.</p> <p><i>Kalpar</i> <i>Mudams</i></p>
	<p><u>12</u> 26 (lastend auf dem früheren Grundstück Flur 140 Flurstück 94)</p>	<p>Beschränkte persönliche Dienstbarkeit (Recht auf Haltung, zum Betrieb und zur Unterhaltung mehrerer Fernleitungen) für die VEBA Kraftwerke Ruhr Aktiengesellschaft in Gelsenkirchen. Es bestehen Bau- und Einwirkungsbeschränkungen. Vorbehalten bleibt der Gleichrang für eine beschränkt persönliche Dienstbarkeit zur Verlegung eines Abwasserkanals für die Stadt Gladbeck. Unter Bezugnahme auf die Bewilligung vom 26. April 1976 zu gleichem Rang mit den Rechten Abt. II Nr. 5 und 6 eingetragen am 6. Juli 1976.</p> <p><i>Kalpar</i> <i>Mudams</i></p>
Zehner	5	<p>Beschränkte persönliche Dienstbarkeit (Recht auf Haltung, zum Betrieb und zur Unterhaltung einer Anschlußluftleitung) für die Ruhrkohle Aktiengesellschaft in Essen. Es bestehen Bau- und Einwirkungsbeschränkungen. Vorbehalten bleibt der Gleichrang für eine beschränkt persönliche Dienstbarkeit zur Verlegung eines Abwasserkanals für die Stadt Gladbeck. Unter Bezugnahme auf die Bewilligung vom 26. April 1976 zu gleichem Rang mit den Rechten Abt. II Nr. 4 und 6 eingetragen am 6. Juli 1976.</p> <p><i>Kalpar</i> <i>Mudams</i></p>
	<p><u>12</u> 26 (lastend auf dem früheren Grundstück Flur 140 Flurstück 94)</p>	
3		
2		
1		

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
6	<u>12</u> 26 (lastend auf dem früheren Grundstück Flur 140 Flurstück 94)	Beschränkte persönliche Dienstbarkeit (Recht auf Haltung, zum Betrieb und zur Unterhaltung einer Fernleitung) für <u>die VEBA-Chemie Aktiengesellschaft in Gelsenkirchen-Buer</u> . Es bestehen Bau- und Einwirkungsbeschränkungen. Vorbehalten bleibt der Gleichrang für eine beschränkt persönliche Dienstbarkeit zur Verlegung eines Abwasserkanals für die Stadt Gladbeck. Unter Bezugnahme auf die Bewilligung vom 26. April 1976 zu gleichem Rang mit den Rechten Abt. II Nr. 4 und 5 eingetragen am 6. Juli 1976. <i>Kay</i> <i>Merkens</i>
7	<u>12</u> 26 (lastend auf dem früheren Grundstück Flur 140 Flurstück 94)	Beschränkte persönliche Dienstbarkeit (Recht auf Betrieb und Unterhaltung eines Entwässerungskanals) für die Stadt Gladbeck. Es bestehen Bau- und Einwirkungsbeschränkungen. Die Ausübung der Dienstbarkeit kann einem Dritten überlassen werden. Unter Bezugnahme auf die Bewilligung vom 04. Juli 1979 eingetragen am 19. Juli 1979. <i>Kay</i> <i>Merkens</i>
8	16	Folgende Rechte: Die <u>BOC Gase GmbH in Stuttgart</u> ist berechtigt, nach Maßgabe des im Enteignungsverfahren festgestellten Planes in einem Grundstücksstreifen von 7 m Breite eine Doppelgasfernleitung zu verlegen und das belastete Grundstück zum Zwecke des Baues, des Betriebes und der Unterhaltung der Leitung jederzeit zu benutzen. Auf dem 7 m breiten Schutzstreifen des in Anspruch genommenen Grundstücks dürfen für die Dauer des Bestehens der Leitung keine Gebäulichkeiten errichtet oder sonstige Einwirkungen vorgenommen werden, die den Bestand der Gasfernleitung gefährden. Die Außengrenzen des Schutzstreifens werden bestimmt, indem

	Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
	1	2	3
Einer			man von der Leitungsachse links und rechts im Abstand von je 3,50 m gleichlaufende Linien zieht. Die Ausübung der Dienstbarkeit kann einem Dritten überlassen werden. Im übrigen unter Bezugnahme auf Ziffer 4 des Entschädigungsfeststellungs- und Enteignungsbeschlusses des Regierungspräsidenten in Münster vom 21. Juni 1955, und des Berichtigungs- und Ergänzungsbeschlusses vom 04. August 1955 eingetragen am 18. November 1955
	9	16	Beschränkt persönliche Dienstbarkeit (Fernleitungsrecht) für die RUHR OEL GmbH in Düsseldorf. Es bestehen Bau- und Einwirkungsbeschränkungen. Unter Bezugnahme auf die Bewilligung vom 30. Juni 1993 (UR 463/93 des Notars Wilhelm Ax) zu gleichem Rang mit dem Recht Abt. II Nr. 10 eingetragen am 23. Juni 1994.
	10	16	Beschränkt persönliche Dienstbarkeit (Fernleitungsrecht) für die RUHR OEL GmbH in Düsseldorf. Es bestehen Bau- und Einwirkungsbeschränkungen. Unter Bezugnahme auf die Bewilligung vom 30. Juni 1993 (UR 464/93 des Notars Wilhelm Ax) zu gleichem Rang mit dem Recht Abt. II Nr. 9 eingetragen am 23. Juni 1994.
Zehner	11	19	Grunddienstbarkeit (Wegerecht) für den jeweiligen Eigentümer des Grundstücks Gemarkung Gladbeck Flur 141 Flurstück 32 (eingetragen im Grundbuch von Buer Blatt 1.268 (Amtsgericht Gelsenkirchen-Buer). Es bestehen Einwirkungsbeschränkungen. Unter Bezugnahme auf die Bewilligung vom 18. Mai 1994 (UR 412/94 Notar Ax in Gelsenkirchen) eingetragen am 05. September 1994.
3 2 1	12	17	Beschränkt persönliche Dienstbarkeit - Bau, Betrieb und Unterhaltung einer Gleistrasse -

3
2
1

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
		für die Ruhrkohle AG in Essen. Unter Bezugnahme auf die Bewilligung vom 18. Mai 1994 (UR 408/94 Notar Ax in Gelsenkirchen) zu gleichem Rang mit den Rechten Abt. II Nr. 13, 14 eingetragen am 05. September 1994.
13	17,19	Beschränkt persönliche Dienstbarkeit - Fernmeldekabelrecht - für die Ruhrkohle AG in Essen. Es bestehen Bau- und Einwirkungsbeschränkungen. Unter Bezugnahme auf die Bewilligung vom 18. Mai 1994 (UR 409/94 Notar Ax in Gelsenkirchen) zu gleichem Rang mit den Rechten Abt. II Nr. 12, 14, 15 eingetragen am 05. September 1994.
14	17,19	Beschränkt persönliche Dienstbarkeit - Grubenwasserkanalrecht - für die Ruhrkohle AG in Essen. Es bestehen Bau- und Einwirkungsbeschränkungen. Unter Bezugnahme auf die Bewilligung vom 18. Mai 1994 (UR 410/94 Notar Ax in Gelsenkirchen) zu gleichem Rang mit den Rechten Abt. II Nr. 12, 13, 15 eingetragen am 05. September 1994.
15	19	Beschränkt persönliche Dienstbarkeit - Entwässerungsleitungsrecht - für Ruhrkohle AG in Essen. Es bestehen Bau- und Einwirkungsbeschränkungen. Unter Bezugnahme auf die Bewilligung vom 18. Mai 1994 (UR 411/94 Notar Ax in Gelsenkirchen) zu gleichem Rang mit den Rechten Abt. II Nr. 13, 14 eingetragen am 05. September 1994.
16	17	Beschränkt persönliche Dienstbarkeit (Recht zum Betrieb von Kabelkanälen mit Hoch- und Niederspannungskabeln) für die VEBA Kraftwerke Ruhr AG in Gelsenkirchen-Buer. Es bestehen Bau- und Einwirkungsbeschränkungen. Unter Bezugnahme auf die Bewilligung vom 18. Juli 1994 (UR 622/94 Notar Ax in Gelsenkirchen) eingetragen am 05. September 1994.
3		
2		
1		

Veränderungen		Löschungen	
Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
4	5	6	7
6	<p>Berechtigte ist nunmehr die RUHR OEL GmbH in Düsseldorf. eingetragen am 14. März 1984.</p> <p><i>Die Rechte sind</i> Das Recht ist auf die BOC Gase GmbH in Stuttgart übertragen. Aufgrund der Feststellungserklärung des Präsidenten des Landgerichts Essen vom 19. Juli 1994 - 344 E / zu 107 - eingetragen am 13. September 1995.</p> <p>Die Berechtigte heißt nunmehr AIR LIQUIDE Technische Gase GmbH in Düsseldorf. Vermerkt am 19. Dezember 2000.</p> <p>Berechtigte ist nunmehr die <u>Degussa AG in Düsseldorf</u>. Das Grundstück lfd. Nr. 20 des Bestandsverzeichnisses Flur 140 Flurstück 140 ist aus der Mithaft entlassen. eingetragen am 13. Februar 2002.</p> <p>Das Recht ist übertragen auf die Air Liquide Deutschland GmbH, Düsseldorf. Bezug: Bewilligung vom 23.04.2009 (UR-Nr. 258/2009, Notar Klaus Ludes, Marl). eingetragen am 06.05.2009. Barz</p>	2	<p>Gelöscht am 11. Juli 1979.</p>

Veränderungen		Löschungen	
Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
4	5	6	7
18	<p>Das Recht ist auf die Westgas GmbH, Marl übertragen worden. Bezug: Bewilligung vom 27.09.2013 (UR-Nr. 708/2013, Notar Klaus Ludes, Marl). Eingetragen am 04.11.2013.</p> <p>Wilmsmann</p>		

	Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden,
	1	2	3	4
Einer	1	12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26	5.000.000,--DM	Fünf Millionen Deutsche Mark Grundschuld mit fünfzehn vom Hundert Jahreszinsen für die <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck</u> . Auf das Widerspruchsrecht aus § 1160 BGB ist verzichtet. Mithaft besteht in den Grundbüchern von Gladbeck Blatt 3442 und Blatt 8468. Unter Bezugnahme auf die Bewilligung vom 12. Mai 1977 zu gleichem Rang mit den Rechten Abt. III Nr. 2, 3, 4, 5 und 6 eingetragen am 21. Juni 1977.
	2	12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26	5.000.000,--DM	Fünf Millionen Deutsche Mark Grundschuld mit fünfzehn vom Hundert Jahreszinsen für die <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck</u> . Auf das Widerspruchsrecht aus § 1160 BGB ist verzichtet. Mithaft besteht in den Grundbüchern von Gladbeck Blatt 3442 und Blatt 8468. Unter Bezugnahme auf die Bewilligung vom 12. Mai 1977 zu gleichem Rang mit den Rechten Abt. III Nr. 1, 3, 4, 5 und 6 eingetragen am 21. Juni 1977.
	3	12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26	5.000.000,--DM	Fünf Millionen Deutsche Mark Grundschuld mit fünfzehn vom Hundert Jahreszinsen für die <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck</u> . Auf das Widerspruchsrecht aus § 1160 BGB ist verzichtet. Mithaft besteht in den Grundbüchern von Gladbeck Blatt 3442 und Blatt 8468. Unter Bezugnahme auf die Bewilligung vom 12. Mai 1977 zu gleichem Rang mit den Rechten Abt. III Nr. 1, 2, 4, 5 und 6 eingetragen am 21. Juni 1977.
Zehner	3			
	2			
	1			

Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypothen, Grundschulden, Rentenschulden,
1	2	3	4
4	11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26	4.000.000,--DM	Vier Millionen Deutsche Mark Grundschuld mit fünfzehn vom Hundert Jahreszinsen für die <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck</u> . Auf das Widerspruchsrecht aus § 1160 BGB ist verzichtet. Mithaft besteht in den Grundbüchern von Gladbeck Blatt 3442 und Blatt 8468. Unter Bezugnahme auf die Bewilligung vom 12. Mai 1977 zu gleichem Rang mit den Rechten Abt. III Nr. 1, 2, 3, 5 und 6 eingetragen am 21. Juni 1977. <i>Kalsh</i> <i>Mordens</i>
5	11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26	3.000.000,--DM	Drei Millionen Deutsche Mark Grundschuld mit fünfzehn vom Hundert Jahreszinsen für die <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck</u> . Auf das Widerspruchsrecht aus § 1160 BGB ist verzichtet. Mithaft besteht in den Grundbüchern von Gladbeck Blatt 3442 und Blatt 8468. Unter Bezugnahme auf die Bewilligung vom 12. Mai 1977 zu gleichem Rang mit den Rechten Abt. III Nr. 1, 2, 3, 4 und 6 eingetragen am 21. Juni 1977. <i>Kalsh</i> <i>Mordens</i>
6	11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26	2.000.000,--DM	Zwei Millionen Deutsche Mark Grundschuld mit fünfzehn vom Hundert Jahreszinsen für die Westfalenbank Aktiengesellschaft in Bochum. Der jeweilige Eigentümer ist der sofortigen Zwangsvollstreckung unterworfen. Auf das Widerspruchsrecht aus § 1160 BGB ist verzichtet. Mithaft besteht in den Grundbüchern von Gladbeck Blatt 3442 und Blatt 8468. Unter Bezugnahme auf die Bewilligung vom 12. Mai 1977 zu gleichem Rang mit den Rechten Abt. III Nr. 1, 2, 3, 4 und 5 eingetragen am 21. Juni 1977. <i>Kalsh</i> <i>Mordens</i>

	Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypothesen, Grundschulden, Rentenschulden
	1	2	3	4
Einer	7	12, 14, 16, 21, 23, 25 26	2.000.000,-- DM	Zweimillionen Deutsche Mark Grundschuld für die BARCLAYS BANK PLC, London, England mit 16 % Jahreszinsen und einer einmaligen Nebenleistung in Höhe von 3 % des Grundschuldbetrages; vollstreckbar nach § 800 ZPO. Unter Bezugnahme auf die Bewilligung vom 23.05.2001 (Urk.Nr. 39/2001 des Notars Dr. Klöcker in Frankfurt am Main) b r i e f l o s eingetragen am 17. Juli 2001. Mithaft besteht im Grundbuch von Gladbeck Blatt 3494, 4618, 8468, 9709, 15.566 und 15.646 und im Grundbuch von Kirchhellen Blatt 1330 (AG Bottrop). <i>Ulf. W.</i>
	8	17, 18, 19	73.373 EUR	Dreiundsiebzigtausenddreihundertdreundsiebzig Euro Grundschuld - ohne Brief- mit 16 % Jahreszinsen und 3 % Nebenleistung einmalig für die Barclays Bank PLC in London (Vereinigtes Königreich). Vollstreckbar nach § 800 ZPO. Bezug: Bewilligung vom 02.02.2006 (UR-Nr. 38/2006, Notar Burchard Strunz, Gladbeck). Das Recht hat Gleichrang mit Abt. III Nr. 9. Eingetragen am 10.02.2006. Gesamthaft besteht in den Blättern 8171 und 20961. Halftar
Zehner	9	17, 18, 19	415.780 EUR	Vierhundertfünfzehntausendsiebenhundertachtzig Euro Grundschuld - ohne Brief- mit 16 % Jahreszinsen und 3 % Nebenleistung einmalig für die Barclays Bank PLC in London (Vereinigtes Königreich). Bezug: Bewilligung vom 02.02.2006 (UR-Nr. 39/2006, Notar Burchard Strunz, Gladbeck). Das Recht hat Gleichrang mit Abt. III Nr. 8. Eingetragen am 10.02.2006. Gesamthaft besteht in den Blättern 8171 und 20961. Halftar
3				
2				
1				

3
2
1

Veränderungen			Löschungen		
Laufende Nummer der Spalte 1	Betrag		Laufende Nummer der Spalte 1	Betrag	
5	6	7	8	9	10
Hunderter	2 3 4 5 6	5.000.000,-DM 5.000.000,-DM 4.000.000,-DM 3.000.000,-DM 2.000.000,-DM	Löschungsvormerkung nach § 1179 BGB für den jeweiligen Gläubiger des Rechts Abt. III Nr. 1 gemäß Bewilligung vom 12. Mai 1977 eingetragen am 21. Juni 1977. <i>Kahn</i> <i>Mordens</i> Löschungsvormerkung nach § 1179 BGB für den jeweiligen Gläubiger des Rechts Abt. III Nr. 2 gemäß Bewilligung vom 12. Mai 1977 eingetragen am 21. Juni 1977. <i>Kahn</i> <i>Mordens</i> Löschungsvormerkung nach § 1179 BGB für den jeweiligen Gläubiger des Rechts Abt. III Nr. 3 gemäß Bewilligung vom 12. Mai 1977 eingetragen am 21. Juni 1977. <i>Kahn</i> <i>Mordens</i> Löschungsvormerkung nach § 1179 BGB für den jeweiligen Gläubiger des Rechts Abt. III Nr. 4 gemäß Bewilligung vom 12. Mai 1977 eingetragen am 21. Juni 1977. <i>Kahn</i> <i>Mordens</i> b.w.		
	1 3 4 5 6	5.000.000,-DM 5.000.000,-DM 4.000.000,-DM 3.000.000,-DM 2.000.000,-DM			
	1 2 4 5 6	5.000.000,-DM 5.000.000,-DM 4.000.000,-DM 3.000.000,-DM 2.000.000,-DM			
	1 2 3 5 6	5.000.000,-DM 5.000.000,-DM 5.000.000,-DM 3.000.000,-DM 2.000.000,-DM			
	1 2 3 5 6	5.000.000,-DM 5.000.000,-DM 5.000.000,-DM 3.000.000,-DM 2.000.000,-DM			
	1 2 3 5 6	5.000.000,-DM 5.000.000,-DM 5.000.000,-DM 3.000.000,-DM 2.000.000,-DM			
Tausender	3 2 1		6 2.000.000,- DM Gelöscht am 17. Juli 2001. <i>h.g.</i> <i>h.g.</i>		

Veränderungen,			Löschungen		
Laufende Nummer der Spalte 1	Betrag		Laufende Nummer der Spalte 1	Betrag	
5	6	7	8	9	10
1	5.000.000,-DM	Löschungsvormerkung nach § 1179 BGB für			
2	5.000.000,-DM	den jeweiligen Gläubiger des Rechts Abt.			
3	5.000.000,-DM	III Nr. 5 gemäß Bewilligung vom 12. Mai			
4	4.000.000,-DM	1977 eingetragen am 21. Juni 1977..			
6	2.000.000,-DM	<i>Klein</i> <i>Merkens</i>			
1	5.000.000,-DM	Löschungsvormerkung nach § 1179 BGB für			
2	5.000.000,-DM	den jeweiligen Gläubiger des Rechts Abt.			
3	5.000.000,-DM	III Nr. 6 gemäß Bewilligung vom 12. Mai			
4	4.000.000,-DM	1977 eingetragen am 21. Juni 1977..			
5	3.000.000,-DM	<i>Klein</i> <i>Merkens</i>			
1	5.000.000,-DM	Das Grundstück lfd. Nr. 15 des Bestandsverzeich-			
2	5.000.000,-DM	nisses Flur 145 Nr. 658 ist aus der Mithaft ent-			
3	5.000.000,-DM	lassen. Eingetragen am 23. Oktober 1991.			
4	4.000.000,-DM	<i>Klein</i> <i>Merkens</i>			
5	3.000.000,-DM				
6	2.000.000,-DM				
1	5.000.000,-DM	Die Grundstücke lfd. Nr. 20, 22 und 24 des Be-			
2	5.000.000,-DM	standsverzeichnisses sind aus der Mithaft			
3	5.000.000,-DM	entlassen. Eingetragen am 17. Juli 2001.			
4	4.000.000,-DM	<i>Klein</i> <i>Merkens</i>			
5	3.000.000,-DM				
1	5.000.000,-DM	Der jeweilige Eigentümer ist der sofortigen			
2	5.000.000,-DM	Zwangsvollstreckung unterworfen. Eingetragen			
3	5.000.000,-DM				
4	4.000.000,-DM				
5	3.000.000,-DM				

Veränderungen			Löschungen		
Laufende Nummer der Spalte 1	Betrag		Laufende Nummer der Spalte 1	Betrag	
5	6	7	8	9	10
Hundert	1	5.000.000,-- DM			
	2	5.000.000,-- DM			
	3	5.000.000,-- DM			
	4	4.000.000,-- DM			
	5	3.000.000,-- DM			
Tausender		<p>am 17. Juli 2001. . <i>Ug. wa</i> <i>bring</i></p> <p>Fünfmillionen Deutsche Mark</p> <p>Fünfmillionen Deutsche Mark</p> <p>Fünfmillionen Deutsche Mark</p> <p>Viermillionen Deutsche Mark</p> <p>Dreimillionen Deutsche Mark</p> <p>abgetreten mit den Zinsen und Nebenleistungen</p> <p>seit dem 21.06.1977 an die BARCLAYS BANK PLC,</p> <p>London, England. Eingetragen am 17. Juli 2001.</p> <p><i>Ug. wa</i> <i>bring</i></p>			
	7	2.000.000,-- DM			
		<p>Die Mithaft im Grundbuch von Gladbeck Blatt 15.646 ist</p> <p>erloschen, Eingetragen am 16. August 2002.</p> <p><i>Ug. wa</i> <i>bring</i></p>			
3					
2					
1					

Amtsgericht Gladbeck

Grundbuch von Gladbeck

Blatt 8468

Dieses Blatt ist zur Fortführung auf EDV umgestellt worden und dabei an die Stelle des bisherigen Blattes getreten. In dem Blatt enthaltene Rötungen sind schwarz sichtbar.

Freigegeben am 20.3.2003, Kraeh

	Laufende Nummer der Grundstücke	Bisherige laufende Nummer der Grundstücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte					Größe			
			Gemarkung (Vermessungsbezirk)	Karte		Liegenschaftsbuch	Wirtschaftsart und Lage	ha	a	qm	
				Flur	Flurstück						
			a	b		c/d	e	4			
1	2	3							4		
Einer	1		Gladbeck	140	91	8879	Gebäude- und Freiflächen Betriebsgelände,		4	18	
						zu Dechenstraße 3					
Zehner											
3										3	
2										2	
1											

Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grundstücke		Zur lfd. Nr. der Grundstücke	
5	6	7	8
Hunderter	1		
	<p>Von Blatt 7098 hierher übertragen am 26. Juli 1976.</p> <p><i>Keller</i> <i>Mordens</i></p> <p>Nach dem Katasterbuch berichtigt am 19. Okt. 1937</p> <p><i>Lupke</i> <i>Heine</i></p>		
Tausender			
3			3
2			2
1			1

G:



	Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
	1	2	3	4
Einer	1	Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck	1	Aufgelassen am 30. Juni 1976 und eingetragen am 26. Juli 1976.
		Phenolchemie GmbH & Co Kommanditgesellschaft, Gladbeck		<i>Kulpar</i> <i>Mordens</i> Die Gesellschaft ist durch Formwechsel gemäß §§ 190 ff. UmwG in eine GmbH & Co Kommanditgesellschaft umgewandelt. Unter Bezugnahme auf das Handelsregister HRB 0008 und das Handelsregister HRA 498 des Amtsgerichts Gladbeck eingetragen am 17. Juli 2001.
		INEOS Phenol GmbH & Co. KG, Gladbeck		<i>Ulf</i> <i>Wing</i> Zu Nr. 1: Infolge Firmenänderung lauten die Eigentümerangaben nunmehr: INEOS Phenol GmbH & Co. KG, Gladbeck. Die Gesellschaft ist durch Formwechsel gemäß §§ 190 ff. UmwG in eine GmbH umgewandelt. Unter Bezugnahme auf das Handelsregister HRB 9687 (Amtsgericht Gelsenkirchen) eingetragen am 19.10.2010.
Zehner				Barz
	3			
	2			
	1			

	Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen	
	1	2	3	
Einer	1	1	Die Chemischen Werke Hüls Aktiengesellschaft in Marl sind berechtigt, nach Maßgabe des im Enteignungsverfahren festgestellten Planes in einem Grundstücksstreifen von 5 m Breite eine Doppelgasfernleitung zu verlegen und das belastete Grundstück zum Zwecke des Baues, des Betriebes und der Unterhaltung der Leitung jederzeit zu benutzen. Auf dem 5 m breiten Schutzstreifen des in Anspruch genommenen Grundstücks dürfen für die Dauer des Bestehens der Leitung keine Gebäulichkeiten errichtet oder sonstige Einwirkungen vorgenommen werden, die den Bestand der Gasfernleitung gefährden. Die Außengrenzen des Schutzstreifens werden bestimmt, indem man von der Leitungsachse links und rechts im Abstand von je 2,50 m gleichlaufende Linien zieht. Die Ausübung der Dienstbarkeit kann einem Dritten übertragen werden. Im übrigen unter Bezugnahme auf Ziffer 4 des Entschädigungsfeststellungs- und Enteignungsbeschlusses des Regierungspräsidenten in Münster vom 21. Juni 1955 und des Berichtigungs- und Ergänzungsbeschlusses vom 4. August 1955 eingetragen am 18. November 1955 zuletzt in Blatt 7098 und von dort mit dem mitbelasteten Grundstück nach hier übertragen am 13. April 1977.	
	2	1	Beschränkte persönliche Dienstbarkeit (Recht auf Betrieb und Unterhaltung eines Entwässerungskanals) für die Stadt Gladbeck. Es bestehen Bau- und Einwirkungsbeschränkungen. Die Ausübung der Dienstbarkeit kann einem Dritten übertragen werden. Unter Bezugnahme auf die Bewilligung vom 04. Juli 1979 eingetragen am 19. Juli 1979.	
Zehner	3 2 1			3 2 1

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3

	Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden
	1	2	3	4
Einer	1	1	5.000.000,- DM	Fünf Millionen Deutsche Mark Grundschuld mit fünfzehn vom Hundert Jahreszinsen für die <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck</u> . Auf das Widerspruchsrecht aus § 1160 BGB ist verzichtet. Mithaft besteht in den Grundbüchern von Gladbeck Blatt 8171 und Blatt 3442. Unter Bezugnahme auf die Bewilligung vom 12. Mai 1977 zu gleichem Rang mit den Rechten Abt. III Nr. 2, 3, 4, 5 und 6 eingetragen am 21. Juni 1977.
	2	1	5.000.000,- DM	Fünf Millionen Deutsche Mark Grundschuld mit fünfzehn vom Hundert Jahreszinsen für die <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck</u> . Auf das Widerspruchsrecht aus § 1160 BGB ist verzichtet. Mithaft besteht in den Grundbüchern von Gladbeck Blatt 8171 und Blatt 3442. Unter Bezugnahme auf die Bewilligung vom 12. Mai 1977 zu gleichem Rang mit den Rechten Abt. III Nr. 1, 3, 4, 5 und 6 eingetragen am 21. Juni 1977.
	3	1	5.000.000,- DM	Fünf Millionen Deutsche Mark Grundschuld mit fünfzehn vom Hundert Jahreszinsen für die <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck</u> . Auf das Widerspruchsrecht aus § 1160 BGB ist verzichtet. Mithaft besteht in den Grundbüchern von Gladbeck Blatt 8171 und Blatt 3442. Unter Bezugnahme auf die Bewilligung vom 12. Mai 1977 zu gleichem Rang mit den Rechten Abt. III Nr. 1, 2, 4, 5 und 6 eingetragen am 21. Juni 1977.
Zehner	3			
	2			
	1			

Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden
1	2	3	4
4	1	4.000.000,- DM	Vier Millionen Deutsche Mark Grundschuld mit fünfzehn vom Hundert Jahreszinsen für die <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck</u> . Auf das Widerspruchsrecht aus § 1160 BGB ist verzichtet. Mithaft besteht in den Grundbüchern von Gladbeck Blatt 8171 und Blatt 3442. Unter Bezugnahme auf die Bewilligung vom 12. Mai 1977 zu gleichem Rang mit den Rechten Abt. III Nr. 1, 2, 3, 5 und 6 eingetragen am 21. Juni 1977.
5	1	3.000.000,- DM	Drei Millionen Deutsche Mark Grundschuld mit fünfzehn vom Hundert Jahreszinsen für die <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck</u> . Auf das Widerspruchsrecht aus § 1160 BGB ist verzichtet. Mithaft besteht in den Grundbüchern von Gladbeck Blatt 8171 und Blatt 3442. Unter Bezugnahme auf die Bewilligung vom 12. Mai 1977 zu gleichem Rang mit den Rechten Abt. III Nr. 1, 2, 3, 4 und 6 eingetragen am 21. Juni 1977.
6	1	2.000.000,- DM	Zwei Millionen Deutsche Mark Grundschuld mit fünfzehn vom Hundert Jahreszinsen für die <u>Westfalenbank Aktiengesellschaft in Bochum. Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck</u>. Auf das Widerspruchsrecht aus § 1160 BGB ist verzichtet. Mithaft besteht in den Grundbüchern von Gladbeck Blatt 8171 und Blatt 3442. Unter Bezugnahme auf die Bewilligung vom 12. Mai 1977 zu gleichem Rang mit den Rechten Abt. III Nr. 1, 2, 3, 4 und 5 eingetragen am 21. Juni 1977.
3			
2			
1			

	Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden
	1	2	3	4
Einer	7	1	2.000.000,-- DM	Zweimillionen Deutsche Mark Grundschuld für die BARCLAYS BANK PLC, London, England mit 16 % Jahreszinsen und einer einmaliger Nebenleistung in Höhe von 3 % des Grundschuldbetrages; vollstreckbar nach § 800 ZPO. Unter Bezugnahme auf die Bewilligung vom 23.05.2001 (Urk.Nr. 39/2001 des Notars Dr. Klöcker in Frankfurt am Main) <u>b r i e f l o s</u> eingetragen am 17. Juli 2001. Mithaft besteht im Grundbuch von Gladbeck Blatt 3494, 4678, 8171, 9709, 15.566 und 15.646 und im Grundbuch von Kirchhellen Blatt 1330 (AG Bottrop).
Zehner				
3				
2				
1				

Veränderungen			Löschungen		
Laufende Nummer der Spalte 1	Betrag		Laufende Nummer der Spalte 1	Betrag	
5	6	7	8	9	10
Hunderter	2	5.000.000,- DM	6	2.000.000,- DM	Gelöscht am 17. Juli 2001. <i>Katze</i> <i>Mordens</i>
	3	5.000.000,- DM			
	4	4.000.000,- DM			
	5	3.000.000,- DM			
	6	2.000.000,- DM			
	Löschungsvormerkung nach § 1179 BGB für den jeweiligen Gläubiger des Rechts Abt. III Nr. 1 gemäß Bewilligung vom 12. Mai 1977 eingetragen am 21. Juni 1977.				
Tausender	1	5.000.000,-DM			
	2	5.000.000,-DM			
	3	4.000.000,-DM			
	4	4.000.000,-DM			
	5	3.000.000,-DM			
	6	2.000.000,-DM			
	1	5.000.000,-DM			
	2	5.000.000,-DM			
	3	4.000.000,-DM			
	4	4.000.000,-DM			
	5	3.000.000,-DM			
	6	2.000.000,-DM			
	1	5.000.000,-DM			
	2	5.000.000,-DM			
	3	5.000.000,-DM			
	4	4.000.000,-DM			
	5	3.000.000,-DM			
	6	2.000.000,-DM			
	1	5.000.000,-DM			
	2	5.000.000,-DM			
	3	5.000.000,-DM			
	4	4.000.000,-DM			
	5	3.000.000,-DM			
	6	2.000.000,-DM			
	1	5.000.000,-DM			
	2	5.000.000,-DM			
	3	5.000.000,-DM			
	4	4.000.000,-DM			
	5	3.000.000,-DM			
	6	2.000.000,-DM			
	1	5.000.000,-DM			
	2	5.000.000,-DM			
	3	5.000.000,-DM			
	4	4.000.000,-DM			
	5	3.000.000,-DM			
	6	2.000.000,-DM			
	1	5.000.000,-DM			
	2	5.000.000,-DM			
	3	5.000.000,-DM			
	4	4.000.000,-DM			
	5	3.000.000,-DM			
	6	2.000.000,-DM			
	1	5.000.000,-DM			
	2	5.000.000,-DM			
	3	5.000.000,-DM			
	4	4.000.000,-DM			
	5	3.000.000,-DM			
	6	2.000.000,-DM			
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	6	2.000.000,-DM			
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	6	2.000.000,-DM			
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	5	3.000.000,-DM			
	6	2.000.000,-DM			
	1	5.000.000,-DM			
	2	5.000.000,-DM			
	3	5.000.000,-DM			
	4	4.000.000,-DM			
	5	3.000.000,-DM			
	6	2.000.000,-DM			
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	2	5.000.000,-DM			
	3	5.000.000,-DM			
	4	4.000.000,-DM			
	5	3.000.000,-DM			
	6	2.000.000,-DM			
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	2	5.000.000,-DM			
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	4	4.000.000,-DM			
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	4	4.000.000,-DM			
	5	3.000.000,-DM			
	6	2.000.000,-DM			
	1	5.000.000,-DM			
	2	5.000.000,-DM			
	3	5.000.000,-DM			
	4	4.000.000,-DM			
	5	3.000.000,-DM			
	6	2.000.000,-DM			
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	4	4.000.000,-DM			
	5	3.000.000,-DM			
	6	2.000.000,-DM			
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	4	4.000.000,-DM			
	5	3.000.000,-DM			
	6	2.000.000,-DM			
	1	5.000.000,-DM			
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	4	4.000.000,-DM			
	5	3.000.000,-DM			
	6	2.000.000,-DM			
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	3	5.000.000,-DM			
	4	4.000.000,-DM			
	5	3.000.000,-DM			
	6	2.000.000,-DM			
	1	5.000.000,-DM			
	2	5.000.000,-DM			
	3	5.000.000,-DM			
	4	4.000.000,-DM			
	5	3.000.000,-DM			
	6	2.000.000,-DM			
	1	5.000.000,-DM			
	2	5.000.000,-DM			
	3	5.00			

Veränderungen			Löschungen		
Laufende Nummer der Spalte 1	Betrag		Laufende Nummer der Spalte 1	Betrag	
5	6	7	8	9	10
1	5.000.000,-DM	Löschungsvormerkung nach § 1179 BGB für			
2	5.000.000,-DM	den jeweiligen Gläubiger des Rechts Abt.			
3	5.000.000,-DM	III Nr. 5 gemäß Bewilligung vom 12. Mai			
4	4.000.000,-DM	1977 eingetragen am 21. Juni 1977.			
6	2.000.000,-DM	<i>Kalke</i> <i>Mordans</i>			
1	5.000.000,-DM	Löschungsvormerkung nach § 1179 BGB für			
2	5.000.000,-DM	den jeweiligen Gläubiger des Rechts Abt.			
3	5.000.000,-DM	III Nr. 6 gemäß Bewilligung vom 12. Mai			
4	4.000.000,-DM	1977 eingetragen am 21. Juni 1977.			
5	3.000.000,-DM	<i>Kalke</i> <i>Mordans</i>			
1	5.000.000,- DM	Der jeweilige Eigentümer ist der sofortigen			
2	5.000.000,- DM	Zwangsvollstreckung unterworfen. Eingetragen			
3	5.000.000,- DM	am 17. Juli 2001.			
4	4.000.000,- DM	<i>Ug. 12</i> <i>bringe</i>			
5	3.000.000,- DM				
1	5.000.000,- DM	Fünfmillionen Deutsche Mark			
2	5.000.000,- DM	Fünfmillionen Deutsche Mark			
3	5.000.000,- DM	Fünfmillionen Deutsche Mark			
4	4.000.000,- DM	Viermillionen Deutsche Mark			
5	3.000.000,- DM	Dreimillionen Deutsche Mark			
		abgetreten mit den Zinsen und Nebenleistungen			
		seit dem 21.06.1977 an die BARCLAYS BANK PLC,			
		London, England. Eingetragen am 17. Juli 2001.			
		<i>Ug. 12</i> <i>bringe</i>			

Veränderungen			Löschungen		
Laufende Nummer der Spalte 1	Betrag		Laufende Nummer der Spalte 1	Betrag	
5	6	7	8	9	10
7	2.000.000,-- DM	Die Mithaft im Grundbuch von Gladbeck Blatt 15.646 ist erloschen. Eingetragen am 16. August 2002. <i>hülle</i> <i>boinge</i>			

Hunderter

Tausender

1
2
3

3
2
1

Amtsgericht Gladbeck
Grundbuch von Gladbeck
Blatt 9709

Dieses Blatt ist zur Fortführung auf EDV umgestellt worden und dabei an die Stelle des bisherigen Blattes getreten. In dem Blatt enthaltene Rötungen sind schwarz sichtbar.

Freigegeben am 24.03.2003, Krause

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte				Größe		
		Gemarkung (Vermessungsbezirk)	Karte		Liegenschaftsbuch	Wirtschaftsart und Lage	ha	a
			Flur	Flurstück				
1	2	a	b	c/d	e	4	ha	m ²
Einer	1	Gladbeck	140	25		Gebäude- und Freifläche Hof- und Gebäudefläche, Dechenstraße 3 b	19	87
	2	"	140	36		Gebäude- und Freifläche Hofraum (Werkstraße), Dechenstraße 3	3	01
	3	"	140	35		Gebäude- und Freifläche Hof- und Gebäudefläche, Dechenstraße 3	16	44
	4	"	140	38		Gebäude- und Freifläche Hofraum (Werkstraße), Dechenstraße 3	0	32
	5	"	140	39		Gebäude- und Freifläche Hofraum, Dechenstraße 3	32	30
	6	"	140	41		Gebäude- und Freifläche Hofraum (Werkstraße), Dechenstraße 3	1	41
	7	"	140	42		Gebäude- und Freifläche Hofraum (Werkstraße), Dechenstraße 3	26	43
	8	"	140	48		Gebäude- und Freifläche Betriebsgelände, zu Dechenstraße 3	7	99
	9	"	140	52		Gebäude- und Freifläche Betriebsgelände, zu Dechenstraße 3	2	31

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte					Größe			
		Gemarkung (Vermessungsbezirk)	Karte		Liegen- schaftsbuch	Wirtschaftsart und Lage	ha	a	m²	
			Flur	Flurstück						
1	2	a	b		c/d	e				
			3					4		
10		Gladbeck	140	54		Gebäude- und Freifläche Betriebsgelände, Dechenstraße		1	66	
11		"	140	62		Gebäude- und Freifläche Betriebsgelände, Dechenstraße 3		37	61	
12		"	140	63		Gebäude- und Freifläche Betriebsgelände, Dechenstraße		6	12	
13		"	140	90		Gebäude- und Freifläche Betriebsgelände, Dechenstraße 3	2	14	74	
14		"	140	89		Gebäude- und Freifläche Betriebsgelände, Dechenstraße 3	1	69	02	
15		"	140	88		Gebäude- und Freifläche Betriebsgelände, Dechenstraße 3	2	41	84	
16	15	Gladbeck	140	102		Gebäude- und Freifläche Dechenstraße 3	2	41	42	
17		Gladbeck	145	657		Verkehrsfläche, Arenbergstraße	0	0	42	

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte					Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Liegen- schaftsbuch	Wirtschaftsart und Lage	ha	a	m²
		a		b	c/d	e			
1	2	3					4		
Einer	18	Gladbeck	140	138		Verkehrsfläche, Dechenstraße - K 3 -		0	08
	19	"	140	150		Gebäude- und Freifläche, Dechenstraße 3		2	25
	20	Galdbeck	140	154		Gebäude- und Freifläche, Dechenstraße 3	2	41	00
	21	"	145	684		Verkehrsfläche, Arenbergstraße		0	19
	22	"	145	685		Verkehrsfläche, Arenbergstraße		0	23
Zehner	23	1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 19, 20 Gladbeck	140	183		Gebäude- und Freifläche, Dechenstraße 3, 3 B	7	80	17
3									3
2									2
1									1

Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grundstücke		Zur lfd. Nr. der Grundstücke	
5	6	7	8
1-15	Von Blatt 2906 hierher übertragen am 03. Februar 1981. <i>Korn</i> <i>Mordens</i>	17	Nach Blatt 2.008 übertragen am 23. Oktober 1991. <i>Alten</i> <i>Winkel</i>
1-15	Nach dem Katasterbuch berichtigt am 13. NOV. 1987 <i>hykaki</i> <i>Reine</i>	18	Nach Blatt 11.299
15,16,17	Lfd. Nr. 16 und 17 fortgeschrieben aus lfd. Nr. 15 am 31. Juli 1991. <i>Alten</i> <i>Winkel</i>	21,22	nach Blatt 2008 übertragen am 13. Februar 2002. <i>Winkel</i> <i>Winkel</i>
9,18,19	Lfd. Nr. 9 geteilt und bei gleichzeitiger teilweiser Änderung der Wirtschaftsart und Lage sowie bei gleichzeitiger Berichtigung der Flächenangabe unter lfd. Nr. 18 und 19 als selbständige Grundstücke eingetragen am 19. Dezember 2000. <i>Winkel</i> <i>Winkel</i>		
16,20,21,22	Lfd. Nr. 16 geteilt und bei gleichzeitiger teilweiser Änderung der Wirtschaftsart und Lage unter lfd. Nr. 20, 21 und 22 als selbständige Grundstücke eingetragen am 19. Dezember 2000. <i>Winkel</i> <i>Winkel</i>		



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Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grund- stücke		Zur lfd. Nr. der Grund- stücke	
5	6	7	8
11	Lagebezeichnung berichtigt am 22.12.2009. Bartel 1,2, 3,4, 5,6,7,8,10,11,12,13,14,19,20 infolge Grundstücksvereinigung bei gleichzeitiger Verschmelzung der Flurstücke als selbständiges Grundstück unter lfd. Nr. 23 eingetragen aufgrund Fortführungs- mitteilung Nr. 5520-10/72994 vom 04.11.2010 am 30.11.2010. 13, 14, 19, 20,23 Wilmsmann		

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
Einer	1 2, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22	Erbbaurecht für die Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck i.W. auf die Dauer von dreißig Jahren, vom 18. September 1953 ab gerechnet. Unter Bezugnahme auf die Bewilligung vom 18. September 1953 und die Nr. 3 des Bestandsverzeichnisses des Erbbaugrundbuchs von Gladbeck Blatt 3442 eingetragen am 14. Januar 1954 in Blatt 3436 übertragen nach Blatt 2906 und von dort mit den belasteten Grundstücken nach hier übertragen am 03. Februar 1981.
	2 2, 3, 8, 14 23	Die Chemischen Werke Hüls Aktiengesellschaft in Marl sind berechtigt, nach Maßgabe des im Enteignungsverfahren festgestellten Planes in einem Grundstücksstreifen von 5 m Breite eine Doppelgasfernleitung zu verlegen und die belasteten Grundstücke zum Zwecke des Baues, des Betriebes und der Unterhaltung der Leitung jederzeit zu benutzen. Auf dem 5 m breiten Schutzstreifen der in Anspruch genommenen Grundstücke dürfen für die Dauer des Bestehens der Leitung keine Gebäulichkeiten errichtet oder sonstige Einwirkungen vorgenommen werden, die den Bestand der Gasfernleitung gefährden. Die Außengrenzen des Schutzstreifens werden bestimmt, indem man von der Leitungsachse links und rechts im Abstand von je 2,50 m gleichlaufende Linien zieht. Dieses Recht hat den Vorrang vor allen sonstigen Rechten und Lasten an den belasteten Grundstücken, soweit diese nicht selbst im Wege der Enteignung begründet worden sind. In einem solchen Falle haben die Rechte gleichen Rang. Die Ausübung der Dienstbarkeit kann einem Dritten übertragen werden. Im
Zehner	3 2 1	3 2 1

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
		übrigen unter Bezugnahme auf Ziffer 4 des Entschädigungsfeststellungs- und Enteignungsbeschlusses des Regierungspräsidenten in Münster vom 21. Juni 1955 und des Berichtigungs- und Ergänzungsbeschlusses vom 04. August 1955 eingetragen am 18. November 1955 in Blatt 3436 übertragen nach Blatt 2906 und von dort mit den belasteten Grundstücken nach hier übertragen am 03. Februar 1981. <i>Walters</i> <i>Mertens</i>
3	4, 3, 5	Erbbaurecht für die Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck i.W. für die Zeit bis 17. September 1983 seit dem Tage der Eintragung unter Bezugnahme auf die Nr. 3 des Bestandsverzeichnisses des Erbbaugrundbuchs von Gladbeck Blatt 3442 mit dem Range vor der Last Abt. II Nr. 2 eingetragen am 27. November 1961 in Blatt 3436 übertragen nach Blatt 2906 und von dort mit den belasteten Grundstücken nach hier übertragen am 03. Februar 1981. <i>Walters</i> <i>Mertens</i>
4	11 23	Die Chemischen Werke Hül's Aktiengesellschaft in Marl sind berechtigt, nach Maßgabe des im Enteignungsverfahren festgestellten Planes in einem Grundstücksstreifen von 5 m Breite eine Doppelgasfernleitung zu verlegen und das belastete Grundstück zum Zwecke des Baues, des Betriebes und der Unterhaltung der Leitung jederzeit zu benutzen. Auf dem 5 m breiten Schutzstreifen des in Anspruch genommenen Grundstücks dürfen für die Dauer des Bestehens der Leitung keine Gebäulichkeiten errichtet oder sonstige Einwirkungen vorgenommen werden.

Veränderungen		Löschungen	
Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
4	5	6	7
1,3	Das Erbbaurecht Abt. II Nr. 3 ist dem Erbbaurecht Abt. II Nr. 1 als Bestandteil zu geschrieben. Das Erbbaurecht ist jetzt unter Nr. 3 des Bestandsverzeichnisses des Erbbaugrundbuchs von Gladbeck Blatt 3442 vermerkt. eingetragen am 27. November 1961 in Blatt 3436, übertragen nach Blatt 2906 und hierher übertragen am 03. Februar 1981.	1,3	Gelöscht am 17. Juli 2001.
	<i>Nelke</i> <i>Mertens</i>		<i>Ugwa</i> <i>Belinge</i>
2,4	Das Erbbaurecht Abt. II Nr. 1, 3 hat den Vorrang. eingetragen am 16. Juni 1970 in Blatt 3436, übertragen nach Blatt 2906 und hierher übertragen am 03. Februar 1981.		
	<i>Nelke</i> <i>Mertens</i>		
1,3	Der Inhalt des Erbbaurechts ist geändert. Das Erbbaurecht endet am 31. Dezember 1996. Unter Bezugnahme auf die Bewilligung vom 18. Juni 1968 mit dem Rang vor den Rechten Abt. II Nr. 2 und 4 eingetragen am 16. Juni 1970 in Blatt 3436, übertragen nach Blatt 2906 und hierher übertragen am 03. Februar 1981.		
	<i>Nelke</i> <i>Mertens</i>		

Veränderungen		Löschungen	
Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
4	5	6	7
1	Das Erbaurecht an dem Grundstück lfd. Nr. 17 des Bestandsverzeichnisses Flur 145 Nr. 657 ist aufgehoben. Eingetragen am 23. Oktober 1991. <i>[Signature]</i>		
2	Die Grundstücke lfd. Nr. 2 und 8 des Bestandsverzeichnisses - Flur 140 Nr. 36 und 48 sind aus der Mitbelastung freigegeben. Eingetragen am 7. Juli 1994. <i>[Signature]</i>		
2,4	Die Rechte sind auf die <u>BOC Gase GmbH in Stuttgart</u> übertragen. Aufgrund der Feststellungserklärung des Präsidenten des Landgerichts Essen vom 19. Juli 1994 - 344 E / zu 107 - eingetragen am 13. September 1995. <i>[Signature]</i>		
2,4	Die Berechtigte heißt nunmehr AIR LIQUIDE Technische Gase GmbH in Düsseldorf. Vermerkt am 19. Dezember 2000. <i>[Signature]</i>		
1,8	Die Firma der im Wege des Formwechsels gemäß § 190 ff. UmwG in eine GmbH & Co. Kommanditgesellschaft umgewandelten Gesellschaft lautet nunmehr Phenolchemie GmbH & Co. Kommanditgesellschaft, Gladbeck. Unter Bezugnahme auf das Handelsregister HR B 0008 und das Handelsregister HR A 498 des Amtsgerichts Gladbeck eingetragen. <i>[Signature]</i>		

Fortsetzung auf Einlegebogen

2

Veränderungen		Löschungen	
Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
4	5	6	7
Hunderter	<p>gen am 19. Dezember 2000.</p> <p><u>Uie</u> <u>blüke</u></p>		
Tausender			
3			3
2			2
1			1

	Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden
	1	2	3	4
Einer	1	1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 19, 20 23	2.000.000,-- DM	Zweimillionen Deutsche Mark Grundschuld für die BARCLAYS BANK PLC, London, England mit 16 % Jahreszinsen und einer einmaliger Nebenleistung in Höhe von 3 % des Grundschuldbetrages; vollstreckbar nach § 800 ZPO. Unter Bezugnahme auf die Bewilligung vom 23.05.2001 (Urk.Nr. 39/2001 des Notars Dr. Klöcker in Frankfurt am Main) b r i e f l o s eingetragen am 17. Juli 2001. Mithaft besteht im Grundbuch von Gladbeck Blatt 3494, 4618, 8171, 8468, 15.566 und 15.646 und im Grundbuch von Kirchhellen Blatt 1330 (AG Bottrop). <i>U. G. W.</i> <i>blinge</i>
Zehner				
3				
2				
1				

	Veränderungen			Löschungen		
	Laufende Nummer der Spalte 1	Betrag		Laufende Nummer der Spalte 1	Betrag	
	5	6	7	8	9	10
Hunderter	1	2.000.000,-- DM	Die Mithaft im Grundbuch von Gladbeck Blatt 15.646 ist erloschen. Eingetragen am 16. August 2002. <i>Wolff</i> <i>Wolff</i>			
Tausender						
	3					
	2					
	1					

Amtsgericht Gladbeck

Grundbuch von Gladbeck

Blatt 15566

Dieses Blatt ist zur Fortführung auf EDV umgestellt worden und dabei an die Stelle des bisherigen Blattes getreten. In dem Blatt enthaltene Rötungen sind schwarz sichtbar.

Freigegeben am 26.03.2003, Klose

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte					Größe		
		Gemarkung (Vermessungsbezirk)	Karte		Liegen- schaftsbuch	Wirtschaftsart und Lage	ha	a	m²
			Flur	Flurstück					
1	2	a	b		c/d	e			
		3					4		
Einer	1	Gladbeck	140	9		Gebäude- und Freifläche, Dechenstraße 1 3	10	63	
	2	"	140	10		Gebäude- und Freifläche, Arenbergstraße 59	11	61	
	3	"	140	11		Gebäude- und Freifläche, Arenbergstraße 57	10	04	
	4	"	140	12		Gebäude- und Freifläche, Arenbergstraße 55	20	30	
	5	"	140	13		Gebäude- und Freifläche, Arenbergstraße 53	16	04	
	6	"	140	14		Gebäude- und freifläche, Arenbergstraße 51	21	21	
	7	"	140	60		Verkehrsfläche, Arenbergstraße	12	88	
Zehner	8	Gladbeck	Verkehrsfläche,						
	8	Gladbeck	140	137		Verkehrsfläche, Dechenstraße - K 3 -	0	13	
	9	2	"	140	151	Gebäude- und Freifläche, Dechenstraße 3	10	79	
3	2	10	"	145	681	Verkehrsfläche, Arenbergstraße	0	64	3
2									2
1									1

Laufende Nummer der Grundstücke	Bisherige laufende Nummer der Grundstücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte				Größe		
		Gemarkung (Vermessungsbezirk)	Karte		Liegenschaftsbuch	Wirtschaftsart und Lage	ha	a
			Flur	Flurstück				m²
1	2	a	b		c/d	e	4	
11	3,4	Gladbeck	140	152		Gebäude- und Freifläche, <u>Dechenstraße 3</u>	29	20
12		"	145	682		<u>Verkehrsfläche,</u> <u>Arenbergstraße</u>	1	07
13	5,6,7	Gladbeck	140	153		Gebäude- und Freifläche, <u>Dechenstraße 3</u>	48	86
14		"	145	683		<u>Verkehrsfläche,</u> <u>Arenbergstraße</u>	1	35
15	1,9, 11,13	Gladbeck	140	182		Gebäude- und Freifläche, Dechenstraße 3	99	48

Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grundstücke		Zur lfd. Nr. der Grundstücke	
5	6	7	8
1,2,3, 4,5,6, 7	Von Gladbeck Blatt 8920 hierher übertragen am 15. März 1996. <i>laun</i> <i>bünger</i>	8	Nach Blatt 11.299,
2,8,9, 10	Lfd. Nr. 2 geteilt und bei gleichzeitiger teilweiser Änderung der Wirtschaftsart und Lage sowie bei gleichzeitiger Berichtigung der Flächenangabe unter lfd. Nr. 8, 9 und 10 als selbständige Grundstücke eingetragen am 19. Dezember 2000. <i>laun</i> <i>bünger</i>	10,12, 14	nach Blatt 2008 übertragen am 13. Februar 2002. <i>laun</i> <i>bünger</i>
3,4,11, 12	Lfd. Nr. 3 und 4 vereinigt, sodann geteilt und bei gleichzeitiger teilweiser Änderung der Wirtschaftsart und Lage sowie bei gleichzeitiger Berichtigung der Flächenangabe unter lfd. Nr. 11 und 12 als selbständige Grundstücke eingetragen am 19. Dezember 2000. <i>laun</i> <i>bünger</i>		
5,6,7, 13,14	Lfd. Nr. 5, 6 und 7 vereinigt, sodann geteilt und bei gleichzeitiger teilweiser Änderung der Wirtschaftsart und Lage sowie bei gleichzeitiger Berichtigung der Flächenangabe unter lfd. Nr. 13 und 14 als selbständige Grundstücke eingetragen am 19. Dezember 2000. <i>laun</i> <i>bünger</i>		
3			3
2			2
1			1



Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grund- stücke		Zur lfd. Nr. der Grund- stücke	
5	6	7	8
1	<p>Spalte 3e berichtigt am 07. MRZ. 2003</p> <p><i>Gladbeck</i></p> <p>Nr. 1, 9, 11 und 13 infolge Grundstücksver- einigung und -verschmelzung als Nr. 15 ein- getragen am 24.11.2010.</p> <p>Tamoszus</p>		
3			
2			
1			

Fortsetzung auf Einlegebogen

Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
1	2	3	4
1	<u>Phenolchemie GmbH in Gladbeck</u> <u>Phenolchemie GmbH & Co. Kommanditgesellschaft, Gladbeck</u> INEOS Phenol GmbH & Co. KG, Gladbeck	1,2,3,4,5,6,7	<p>Auf Grund der Auflassung vom 27. November 1995 eingetragen am 15. März 1996.</p> <p><i>launz bünge</i></p> <p>Die Gesellschaft ist durch Formwechsel gemäß §§ 190 ff. UmwG in eine GmbH & Co. Kommanditgesellschaft umgewandelt. Unter Bezugnahme auf das Handelsregister HR B 0008 und das Handelsregister HR A 498 des Amtsgerichts Gladbeck eingetragen am 19. Dezember 2000.</p> <p><i>von bünge</i></p> <p>Zu Nr. 1: Infolge Firmenänderung lauten die Eigentümerangaben nunmehr: INEOS Phenol GmbH & Co. KG, Gladbeck. Die Gesellschaft ist durch Formwechsel gemäß §§ 190 ff. UmwG in eine GmbH umgewandelt. Unter Bezugnahme auf das Handelsregister HRB 9687 (Amtsgericht Gelsenkirchen) eingetragen am 19.10.2010. Barz</p>

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
<p>Einer</p> <p>1</p> <p>Zehner</p> <p>3</p> <p>2</p> <p>1</p>	<p>15</p> <p>(lastend nur auf den ehemaligen Flurstücken 9 und 152)</p>	<p>Folgendes Recht:</p> <p>Beschränkte persönliche Dienstbarkeit - Verlegung, Betrieb und Unterhaltung einer Rohrfernleitung (Fernleitungen 5, 15, 29 bestehend aus drei Rohren) nebst Steuerkabel und Zubehör und in Verbindung damit ein beschränktes Bau- und Benutzungsverbot - für die <u>Chemische Werke Hüls Aktiengesellschaft in Marl.</u> Gemäß Bewilligung vom 07. Juni 1971 eingetragen am 22. Juli 1971</p> <p>Ist mit dem belasteten Grundstück von Gladbeck Blatt 8920 hierher übertragen am 15. März 1996.</p> <p><i>lamm</i> <i>Winge</i></p>

Veränderungen		Löschungen	
Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
4	5	6	7
1	<p>Berechtigte ist nunmehr die Degussa AG in Düsseldorf. Das Grundstück lfd. Nr. 12 des Bestandsverzeichnisses Flur 145 Flurstück 682 ist aus der Mithaft entlassen. Eingetragen am 13. Februar 2002.</p> <p><i>haben</i> <i>belinge</i></p>		

Hundert

Tausender

3
2
1

3
2
1

	Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden
	1	2	3	4
Einer	1	<u>1.9.11.13</u> 15	2.000.000,-- DM	Zweimillionen Deutsche Mark Grundschuld für die BARCLAYS BANK PLC, London, England mit 16 % Jahreszinsen und einer einmaliger Nebenleistung in Höhe von 3 % des Grundschuldbetrages; vollstreckbar nach § 800 ZPO. Unter Bezugnahme auf die Bewilligung vom 23.05.2001 (Urk.Nr. 39/2001 des Notars Dr. Klöcker in Frankfurt am Main) b r i e f l o s eingetragen am 17. Juli 2001. Mithaft besteht im Grundbuch von Gladbeck Blatt 3494, 4678, 8171, 8468, 9709 und <u>15.646</u> und im Grundbuch von Kirchhellen Blatt 1330 (AG Bottrop). <i>Ulf. L.</i> <i>Bringe</i>
Zehner				
3				
2				
1				

Veränderungen			Löschungen		
Laufende Nummer der Spalte 1	Betrag		Laufende Nummer der Spalte 1	Betrag	
5	6	7	8	9	10
1	2.000.000,-- DM	Die Mithaft im Grundbuch von Gladbeck Blatt 15.646 ist erloschen. Eingetragen am 16. August 2002. <i>Wulke</i> <i>blänge</i>			
Hunderter					
Tausender					
3					3
2					2
1					1

Amtsgericht Gladbeck
Grundbuch von Gladbeck
Blatt 20961

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte				Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Wirtschaftsart und Lage	ha	a	m ²
		a	b		c			
1	2	3				4		
1		Gladbeck	140	155	Verkehrsfläche, Dechenstraße		0	85

Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grund- stücke		Zur lfd. Nr. der Grund- stücke	
5	6	7	8
1	Von Blatt 8920 hierher übertragen am 10.09.2004. Tamoszus		

Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
1	2	3	4
1	INEOS Phenol GmbH & Co.KG, Gladbeck	1	<p>Auf Grund Auflassung vom 17.03.2004 und vom 03.09.2004 eingetragen am 10.09.2004.</p> <p>Tamoszus</p> <p>Zu Nr. 1: Die Gesellschaft ist durch Formwechsel gemäß § 190 ff. UmwG in eine GmbH umgewandelt. Unter Bezugnahme auf das Handelsregister HRB 9687 (Amtsgericht Gelsenkirchen) eingetragen am 19.10.2010.</p> <p>Barz</p>

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
1	1	<p>Grunddienstbarkeit (Wege- und Fahrrecht) für den jeweiligen Eigentümer des Grundstücks Gladbeck Flur 140 Flurstück 156 (Gladbeck Blatt 21189). Bezug: Bewilligung vom 17.02.2003 (UR-Nr. 46/2003, Notar Burchard Strunz, Gladbeck) und vom 03.09.2004 (UR-Nr. 306/2004, Notar Burchard Strunz, Gladbeck). Eingetragen am 10.09.2004.</p> <p>Tamoszus</p>

Veränderungen		Löschungen	
Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
4	5	6	7

Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden
1	2	3	4
1	1	73.373 EUR	Dreiundsiebzigtausenddreihundertdreundsiebzig Euro Grundschuld - ohne Brief- mit 16 % Jahreszinsen und 3 % Nebenleistung einmalig für die Barclays Bank PLC in London (Vereinigtes Königreich). Vollstreckbar nach § 800 ZPO. Bezug: Bewilligung vom 02.02.2006 (UR-Nr. 38/2006, Notar Burchard Strunz, Gladbeck). Das Recht hat Gleichrang mit Abt. III Nr. 2. Eingetragen am 10.02.2006. Gesamthaft besteht in den Blättern 8171 und 20961. Halfar
2	1	415.780 EUR	Vierhundertfünfzehntausendsiebenhundertachtzig Euro Grundschuld - ohne Brief- mit 16 % Jahreszinsen und 3 % Nebenleistung einmalig für die Barclays Bank PLC PLC in London (Vereinigtes Königreich). Bezug: Bewilligung vom 02.02.2006 (UR-Nr. 39/2006, Notar Burchard Strunz, Gladbeck). Das Recht hat Gleichrang mit Abt. III Nr. 1. Eingetragen am 10.02.2006. Gesamthaft besteht in den Blättern 8171 und 20961. Halfar

Veränderungen			Löschungen		
Laufende Nummer der Spalte 1	Betrag		Laufende Nummer der Spalte 1	Betrag	
5	6	7	8	9	10

Amtsgericht Köln

Grundbuch von Worringen

Blatt 377

Dieses Blatt ist zur Fortführung auf EDV umgestellt worden und dabei an die Stelle des bisherigen Blattes getreten. In dem Blatt enthaltene Rötungen sind schwarz sichtbar.

Freigegeben am 02.09.2003, Papke

Laufende Nummer der Grundstücke	Bisherige laufende Nummer der Grundstücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte					Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Liegenschaftsbuch	Wirtschaftsart und Lage	ha	a	qm
		a	b	c/d	e		4		
1	2	K ö l n	173	705	0377	Hf., Grimlinghauser Weg 95		4	69
2		"	136	177		Gebäude- u. Freifläche A., Zwischen Hackhauser- u. Fürther Weg	4	62	70
3		"	135	77		A., Zwischen Mühlen u. Hackhauserweg	11	25	80
4	3	K ö l n	135	261		Geb.-u. Freifl., Verkehrsfläche A., Zwischen Mühlen u. Hackhauserwegstr.	53	81	
5	"	"	135	262		Geb.-u. Freifl. Hackenbroicherstr. A., Kölner Randkanal (verrohrt)	23	87	
6	"	"	135	263		Verkehrsfläche A., Zwischen Mühlen u. Hackhauserweg	10	48	12
7		K ö l n	135	113		A., Zwischen Mühlen und Hackhauserweg, (unterirdischer Kanal)		13	00
8		"	135	114		A., daselbst		9	90
9		"	135	264		Geb.-u. Freifläche, Verkehrsfl. Unterird. Hackenbroicherstr. Btr., " " "	5	96	
10		"	135	265		Geb.-u. Freifläche, Verkehrsfläche Btr., Zwischen Mühlen u. Hackhauserweg	1	36	
11		"	135	266		hauser Weg Str. Randkanal, Unterird. A., " " "	-	97	
12		K ö l n	135	253		Geb.-u. Freifläche, Verkehrsfl. Btr., Zwischen Mühlen u. Hackhauserweg Str. Randkanal, Unterird. A., " " "	1	00	12
3						Further Weg Hackenbroicherstr.			
2									
1									

Laufende Nummer der Grundstücke	Bisherige laufende Nummer der Grundstücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte					Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Liegenschaftsbuch	Wirtschaftsart und Lage	ha	a	qm
		a	b	c/d	e				
1	2	3					4		
13	8	K ö l n	135	270	0377	A., Zwischen Mühlenweg und Further Weg		-	37
14	"	"	135	283	"	Geb.-u. Freifl., Verkehrsfl., A., Zwischen Mühlenweg und Hackenbroicher Str. Further Weg		9	53
15	7	K ö l n	135	271	"	A., Zwischen Mühlenweg und Further Weg (Unterirdischer Kanal)		-	38
16	"	"	135	282	"	Geb.-u. Freifl., Verkehrsfl., A., Zwischen Mühlenweg und Parallelweg, Randkanal Further Weg (Unterirdischer Kanal)		12	62
17		Worringen	135	82	"	Gebäude- und Freifläche Hackenbroicher Str.		1	50
18		Worringen	135	255	"	Gebäude- und Freifläche Hackenbroicher Str.		23	75
19		Worringen	135	256	"	Freifläche Hackenbroicher Str.		1	38
20		Worringen	135	257	"	Freifläche Hackenbroicher Str.		2	34
21	12	Worringen	35	316	"	Gebäude- und Freifläche, Hackenbroicher Str.		2	02
22	12	Worringen	35	318	"	Gebäude- und Freifläche, Verkehrsfläche, Hackenbroicher Str.		98	10
3									3
2									2
1									1

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte				Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Wirtschaftsart und Lage	ha	a	m²
1	2	a	b	c	4			
23	18	Worringen	35	317	Gebäude- und Freifläche, Hackenbroicher Str.			44
24	18	Worringen	35	319	Gebäude- und Freifläche, Verkehrsfläche, Hackenbroicher Str.	23		31

	Bestand und Zuschreibungen		Abschreibungen	
	Zur Hf. Nr. der Grund- stücke		Zur Hf. Nr. der Grund- stücke	
	5	6	7	8
Hunderter	1,2,3	aus Blatt 5032 am 31. Januar 1973. <i>Handwritten: furch, 13,15</i>	13,15	Übertragen nach Blatt 0352 am 18. AUG. 1976 <i>Handwritten: furch, 13,15</i>
	3-6	Nr. 3 geteilt und als Nr. 4,5,6, neu ein- getragen gem. VN. 1/74 am 10. Jan. 1975. <i>Handwritten: furch, 13,15</i>		
	7-11	aus Blatt 8028 am 15. Juli 1975 <i>Handwritten: furch, 13,15</i>	1	Übertragen nach Blatt 16521 am 20.04.2007. Schuelke
	12	aus Blatt 8028 am 4. Dez. 1975 <i>Handwritten: furch, 13,15</i>		
	8,13,14	Nr. 8 geteilt u. als Nr. 13,14		
	7,15,16	Nr. 7 geteilt u. als Nr. 15,16 gem. VN 1/76 neu eingetragen am 13. Mai 1976. <i>Handwritten: furch, 13,15</i>		
Tausender	17, 18, 19, 20	aus Blatt 0135 am 18. Nov. 91 <i>Handwritten: furch, 13,15</i>		
	3			
	2			
	1			



Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grundstücke		Zur lfd. Nr. der Grundstücke	
5	6	7	8
4-6, 9-12, 14, 15- 20	Flurbezeichnung berichtigt am 02. Januar 1992. <i>Schnur</i>		
5, 6, 12, 14, 16, 18, 10, 11, 4	Auf das EDV - Kataster <i>S. Nr. 46718/89 ff.</i> zurückgeführt am ... <i>02. 02.</i> <i>Schnur</i>		
12, 21, 22	Nr. 12 infolge Flurstückszerlegung als Nrn. 21, 22 eingetragen aufgrund Veränderungsnachweis vom 26.09.2006, Nr. 4370-2006/01333, am 27.11.2006. Tigges		
18, 23, 24	Nr. 18 infolge Flurstückszerlegung als Nrn. 23, 24 eingetragen aufgrund Veränderungsnachweis vom 26.09.2006, Nr. 4370-2006/01334, am 27.11.2006. Tigges		
3 2 1			3 2 1

Fortsetzung auf Einlegebogen

	Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
	1	2	3	4
Einer	1	Erdoelchemie Gesellschaft mit beschränkter Haftung in Köln Worringen	1	Das in Blatt 5032 eingetragene Eigentum ohne Eigentumsumschreibung der besseren Übersicht wegen hier eingetragen am 31. Januar 1973. <i>[Signature]</i>
			7 - 11	Aufgelassen am 23. Nov. 1972 eingetragen am 15. Juli 1975 <i>[Signature]</i>
Zehner			12	Aufgelassen am 4. Nov. 1975 eingetragen am 4. Dez. 1975 <i>[Signature]</i>
			17-20	aufgelassen am 4. September 1991 eingetragen am 18. November 1991. <i>[Signature]</i>
3				
2				
1				

Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
1	2	3	4
2	Deutsche BP Aktiengesellschaft, Hamburg	2,4,5,6,9,10,11,12,14,16,17,18,19,20	Auf Grund Auflassung vom 26.08.2002 eingetragen am 07.09.2005. Tigges
		1	Auf Grund Auflassung vom 26.08.2002 ergänzt eingetragen am 10.02.2006. Tigges
3	INEOS Manufacturing Deutschland GmbH, Köln	1,2,4,6,9,10,11,12,14,16,17,18,19,20	Auf Grund Auflassung vom 08.04.2005 eingetragen am 30.06.2006. Tigges
		5	Auf Grund Auflassung vom 08.04.2005 ergänzt eingetragen am 06.07.2006. Tigges


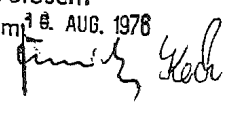
	Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
	1	2	3
Einer	1	2, 3, 4, 5, 6	Vormerkung zur Sicherung des Anspruchs auf Rückauflassung.
	2	2, 3, 4, 5, 6	Vorkaufsrecht für alle Verkaufsfälle zu 1 u. 2: Vorbehalten ist der Vorrang für Grundpfandrechte bis zur Höhe von DM 400.000,000,-- zuzüglich bis 12 v. H. Jahreszinsen. Gleichrangig eingetragen mit Bezug auf die Bewilligung vom 22. Dezember 1970 für die Firma Bayer Wohnungen Gesellschaft mit beschränkter Haftung in Leverkusen am 29. Dezember 1971 in Blatt 5032 mitübertragen am 31. Januar 1973.
Zehner	3	7, 8, 13, 14, 15, 16,	Verbot der Sichtbehinderung durch Erstellung von Anlagen, Anpflanzungen, das Lagern und Aufstellen von Gegenständen aller Art zugunsten der jeweiligen Eigentümer des im Grundbuch von Worringen Blatt 4221 eingetragenen Grundstücks Flur 135 Nr. 40 und des im Grundbuch nicht eingetragenen der Stadtgemeinde Köln gehörenden Grundstücks Flur 135 Nr. 59. Mit Bezug auf die Bewilligung vom 10. Okt. 1963 eingetragen am 23. Okt. 1963 in Blatt 8028 hierher übertragen am 15. Juli 1975.
3			
2			
1			

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
4	<u>7</u> 15, 16,	Das Recht, ein unterirdisches Kanalbauwerk zu haben zu betreiben und zu unterhalten, verbunden mit einem Betretungsrecht, einer Bau-, Aufwuchs-Entnahme- und Aufschüttungsbeschränkung. Eingetragen mit Bezug auf die Bewilligung vom 7. März 1973 für den Zweckverband Kölner Randkanal in Köln am 15. Juli 1975. <i>finisch</i>
5	<u>7, 8</u> 13, 14, 15, 16,	Vormerkung zur Sicherung des Anspruchs auf Übertragung des Eigentums an einem Trennstück von etwa 50 und 40 qm. Eingetragen mit Bezug auf die Bewilligung vom 23. Dezember 1974 für die Bayer Aktiengesellschaft in Leverkusen am 28. Januar 1976. <i>Leung</i>
6	5, 9	Recht zum Betrieb und zur Unterhaltung eines unterirdischen Kanalbauwerks zur Wasserableitung aus dem Kölner Randkanal in den Rhein, verbunden mit einem Betretungsrecht, einer Bau-, Aufwuchs-, Entnahme- und Aufschüttungsbeschränkung. Eingetragen mit Bezug auf die Bewilligung vom 23. November 1972 für den Zweckverband Kölner Randkanal in 5 Köln 1, Apostelnkloster 21-25 am 19. Mai 1976. <i>Giora</i>

3
2
1

3
2
1

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
7	2, 4, 5, 6, 9, 10, 11, 12, 14, 16-20, 16, 17, 18, 19, 21, 22, 23, 24	Vorkaufsrecht für alle Verkaufsfälle für Bayer Aktiengesellschaft, Leverkusen. Bezug: Bewilligung vom 30.04.2001 (UR-Nr. 1277/01, Notar Axel Rodert, Köln). Eingetragen am 31.08.2005. Tigges
8	1	Beschränkte persönliche Dienstbarkeit (Duldung von genehmigten Immissionen durch gewerbliche Anlagen der Berechtigten und Verzicht auf Schadensersatz) für INEOS Manufacturing Deutschland GmbH mit Sitz in Köln. Bezug: Bewilligung vom 21.12.2006 (UR-Nr. 221/06, Notar Dr. Edgar Schmidt, Köln). Das Recht hat Rang vor Abt. III Nr. 3. Eingetragen am 19.01.2007. Tigges
9	1	Eigentumsübertragungsvormerkung - nicht abtretbar - für a) Christian Ueberdiek, geboren am 08.09.1967, b) Petra Ueberdiek geb. Börner, geboren am 11.06.1963, zu je 1/2 Anteil. Es besteht ein Vorrangsvorbehalt - einmalig ausnutzbar - für Grundpfandrechte bis zu 250.000,00 EUR nebst bis zu 20 % Zinsen jährlich und bis zu 10 % Nebenleistung einmalig. Bezug: Bewilligung vom 21.12.2006 (UR-Nr. 221/06, Notar Dr. Edgar Schmidt, Köln). Die Vormerkung hat Rang nach Abt. III Nr. 3 aufgrund teilweiser Ausnutzung dieses Rangvorbehalts. Eingetragen am 19.01.2007. Tigges

	Veränderungen		Löschungen	
	Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
	4	5	6	7
Hunderter	1,2,6	Dem Recht Abt. II Nr. 6 ist der Vorrang eingeräumt vor den Rechten Abt. II Nr. 1,2. Eingetragen am 19. Mai 1976. 	5	Gelöscht am 18. AUG. 1978 
Tausender			1,2	Gelöscht am 05.09.2005. Tigges
			8	Gelöscht am 20.04.2007. Schuelke
	3 2 1			3 2 1

GS 73 Grundbuchblatt Zweite Abt. (LB) – gen. 10. 1962 –
Justizvollzugsanstalt Bochum (79000/10.71)

Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden
1	2	3	4
1	1, 2, 4, 6, 9, 10, 11, 12, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24	1.350.000 EUR	Eine Million dreihundertfünfzigtausend Euro Grundschuld -ohne Brief- mit 16 % Jahreszinsen und 3 % Nebenleistung einmalig für die Barclays Bank PLC, London, UK. Vollstreckbar nach § 800 ZPO. Bezug: Bewilligung vom 13.03.2006 (UR-Nr. 42/06, Notar Dr. Edgar Schmidt, Köln). Das Recht hat Gleichrang mit Abt. III Nr. 2. Eingetragen am 30.06.2006. Gesamthaft besteht in den Blättern 67 und 377. Tigges
<u>1</u> 2	1, 2, 4, 6, 9, 10, 11, 12, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24	7.650.000 EUR	Sieben Millionen sechshundertfünfzigtausend Euro Grundschuld -ohne Brief- mit 16 % Jahreszinsen und 3 % Nebenleistung einmalig für die Barclays Bank PLC, London, UK. Bezug: Bewilligung vom 13.03.2006 (UR-Nr. 43/06, Notar Dr. Edgar Schmidt, Köln). Das Recht hat Gleichrang mit Abt. III Nr. 1. Eingetragen am 30.06.2006. Gesamthaft besteht in den Blättern 67 und 377. Tigges
3	1	250.000 EUR	Zweihundertfünfzigtausend Euro Grundschuld -ohne Brief- mit 15 % Jahreszinsen für die Kreissparkasse Köln in Köln. Vollstreckbar nach § 800 ZPO. Bezug: Bewilligung vom 21.12.2006 (UR-Nr. 222/06, Notar Dr. Edgar Schmidt, Köln). Das Recht hat Rang nach Abt. II Nr. 8 und Rang vor Abt. II Nr. 9 aufgrund teilweiser Ausnutzung des Rangvorbehalts. Eingetragen am 19.01.2007. Tigges

Veränderungen			Löschungen		
Laufende Nummer der Spalte 1	Betrag		Laufende Nummer der Spalte 1	Betrag	
5	6	7	8	9	10
1	1.350.000 EUR	Das Grundstück Nr. 5 des Bestandsverzeichnisses haftet mit. Ergänzt eingetragen am 06.07.2006. Tigges			
2	7.650.000 EUR				
1	1.350.000 EUR	Das Grundstück Nr. 1 des Bestandsverzeichnisses ist freigegeben. Eingetragen am 19.01.2007. Tigges			
2	7.650.000 EUR				

Amtsgericht Köln
Grundbuch von Worringen
Blatt 16235

(Erbbaugrundbuch)

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte				Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Wirtschaftsart und Lage	ha	a	m ²
		a	b		c			
1	2	3				4		
1		Erbbaurecht an dem in Blatt <u>352</u> verzeichneten Grundstücken:						
		Worringen	33	24	Industriegelände, Zwischen der Straße un der Eisenbahn	97	64	
		Worringen	33	34	Betriebsfläche, Zwischen der Alte Straße un der Eisenbahn	5	34	
		Worringen	33	39	Betriebsfläche, Bayerwerk Dormagen	1	91	73
		Worringen	33	40	Betriebsfläche, Bayerwerk Dormagen	17	30	97
		Worringen	35	198	Landwirtschaftsfläche, Zwischen Dörnchens- und Mühlenweg	12	02	
		Worringen	35	219	Verkehrsfläche, An der Heerstraße	1	56	
		Worringen	35	248	Betriebsfläche, An der Heerstraße	9	66	
		Worringen	35	169	Verkehrsfläche, (Leitungsrecht), Dörnchensweg	1	93	
		Worringen	35	178	Verkehrsfläche, Dörnchensweg	16	02	
		Worringen	35	179	Verkehrsfläche, Dörnchensweg	1	15	

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte				Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Wirtschaftsart und Lage	ha	a	m²
1	2	3				4		
		Worringen	35	243	Betriebsfläche, Zwischen Dörnchens- und Mühlenweg		97	03
		Worringen	35	244	Betriebsfläche, Zwischen Dörnchens- und Mühlenweg		59	24
		Worringen	35	245	Betriebsfläche, Zwischen Dörnchens- und Mühlenweg		84	20
		Worringen	35	246	Betriebsfläche, Zwischen Dörnchens- und Mühlenweg		32	79
		Worringen	35	247	Betriebsfläche, Zwischen Dörnchens- und Mühlenweg	4	58	85
		Worringen	35	287	Betriebsfläche, Bayerwerk Dormagen	2	89	62
		Worringen	35	290	Betriebsfläche, Bayerwerk Dormagen	18	89	06
		Worringen	35	286	Betriebsfläche, Bayerwerk Dormagen	2	36	29
		Worringen	35	291	Betriebsfläche, Bayerwerk Dormagen	35	12	11
		Worringen	35	188	Privatweg, Alte Straße		7	04
		Worringen	35	17	Verkehrsfläche, von Dormagen zum Bahnhof Worringen		30	70

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte				Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Wirtschaftsart und Lage	ha	a	m ²
1	2	3				4		
		Worringen	35	189	Privatweg Alte Straße		6	54
		Worringen	35	240	Betriebsfläche, Zwischen dörnchens- und Mühlenweg			06
		Worringen	35	267	Verkehrsfläche, Von Dormagen zum Bahnhof Worringen			60
		Worringen	35	268	Verkehrsfläche, Kölner Randkanal (Verrohrt)			63
		Worringen	35	284	Landwirtschaftsfläche, Zwischen Dörnchens- und Mühlenweg		3	97
		Worringen	35	288	Verkehrsfläche, Von Worringen nach Dormagen		13	03
		Worringen	35	312	Gebäude- und Freifläche, Hackenbroicher Straße		18	95
		Worringen	35	315	Gebäude- und Freifläche, Verkehrsfläche Platz, Bayerwerke Dormagen		8 49	22
		Worringen	53	35	Industriegelände, Worringen Neußer Landstraße		1 67	40
		Worringen	53	53	Gebäude- und Freifläche, Neusser Landstraße		35 53	81
		Worringen	53	34	Industriegelände An der Neußer Landstraße		33	49
		Worringen	53	41	Betriebsfläche, Bayerwerk Dormagen		16 41	86

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte				Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Wirtschaftsart und Lage	ha	a	m²
		1	2	3				4
		Worringen	53	56	Gebäude- und Freifläche, Neusser Landstraße	1	86	74
		Worringen	53	59	Gebäude- und Freifläche, Neusser Landstraße		4	27
		Worringen	53	60	Gebäude- und Freifläche, Neusser Landstraße		2	20
		Worringen	53	61	Gebäude- und Freifläche, Neusser Landstraße			14
		Worringen	53	70	Gebäude- und Freifläche zu Entsorgungsanlagen Bayerwerk Dormagen	1	29	21
		Worringen	54	1	Landwirtschaftsfläche, Am Dörnchensweg		40	30
		Worringen	54	4	Gartenland Am Dörnchensweg		11	18
		Worringen	54	5	Gartenland Am Dörnchensweg		8	19
		Worringen	54	6	Landwirtschaftsfläche, Am Dörnchensweg		19	45
		Worringen	54	239	Gebäude- und Freifläche, Stürzelberger Weg		1	66
		Worringen	73	317	Landwirtschaftsfläche, H., Zwischen Dörnchensweg und Hackenbroicher Straße	3	83	93
		Worringen	73	316	Industriegelände, Worringen Neusser Landstraße		48	75

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte			Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Wirtschaftsart und Lage		
		a	b	c	ha	a	m ²
1	2	3			4		
		Worringen	73	670	Industriegelände Dörnchensweg	14	71
		eingetragen in Abteilung II Nr. 4, 7, 41, 44, 52 bis zum 31.12.2057.					
		Die Zustimmung des Eigentümers ist erforderlich zur: Veräußerung des Erbbaurechts. Belastung des Erbbaurechts mit Grundpfandrechten und Reallasten.					
		Eigentümer der belasteten Grundstücke ist: <u>Bayer Aktiengesellschaft, Leverkusen,</u>					
		Das Erbbaurecht, angelegt am 23.11.59, eingetragen in Worringen Blatt 7784, als lfd. Nr.1, wird unter Bezugnahme auf seine Bewilligung vom 11.09.1959 (UR- Nr. 2363/1959 Notar Dr. Jovy, Köln nach hier übertragen.					
		Das Erbbaurecht, angelegt am 30.10.61, eingetragen in Worringen Blatt 7966, als lfd. Nr.1, wird unter Bezugnahme auf seine Bewilligung vom 20.07.1961 nach hier übertragen.					
		Das Erbbaurecht, angelegt am 20.05.68, eingetragen in Worringen Blatt 8393 als lfd. Nr.1, wird unter Bezugnahme auf seine Bewilligung vom 14.06.1967 nach hier übertragen.					
		Das Erbbaurecht, angelegt am 27.02.70 und 06.02.1968, eingetragen in Worringen Blatt 71, als lfd. Nr.3, wird unter Bezugnahme auf seine Bewilligungen vom 20.09.1968 und 14.06.1967 nach hier übertragen.					
		Die vorstehenden Erbbaurechte sind hier vereinigt zu einem Gesamterbbaurecht unter Änderung des Inhalts. Bezug: Bewilligung vom 30.04.2001 (UR-Nr. 1275/01), vom 30.04.2001 (UR-Nr. 1277/01), vom 10.12.2001 (UR-Nr. 3829/01) und vom 18.02.2005 (UR-Nr. 540/05,) jew. Notar Axel Rodert, Köln.					
		Eingetragen und hier vermerkt am 31.08.2005.					
		Tigges					

Laufende Nummer der Grundstücke	Bisherige laufende Nummer der Grundstücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte			Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Wirtschaftsart und Lage		
		a	b	c	ha	a	m ²
1	2	3			4		
1		Grundstückseigentümer ist: Bayer Real Estate GmbH, Leverkusen, - Amtsgericht Köln, HR B 48223 -. Vermerkt am 27.04.2017. Uelpenich					
1		Grundstückseigentümer ist: Covestro First Real Estate GmbH, Monheim am Rhein, - Amtsgericht Düsseldorf, HRB 75473 -. Die mit dem Erbbaurecht belasteten Grundstücke sind übertragen nach Blatt 17802. Das Erbbaurecht ist dort eingetragen in Abt.II Nr. 1. Vermerkt am 15.12.2017. Uelpenich					
1		Das Gesamterbbaurecht erstreckt sich nunmehr auch auf die in Blatt 17802 unter Nr. 40 und 41 im Bestandsverzeichnis verzeichneten Grundstücke: Worringen 53 42 Gebäude- und Freifläche, Neusser Landstr. 441 Worringen 53 43 Gebäude- und Freifläche, Neusser Landstr. 441 eingetragen in Abteilung II Nr. 1. Bezug: Bewilligung vom 08.07.2016 (UR-Nr. 1414/2016, Notar Dr. Thilo Weimer, Leverkusen). Eingetragen am 15.12.2017. Uelpenich			19	70	45 24

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte			Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Wirtschaftsart und Lage		
		a	b	c	ha	a	m ²
1	2	3			4		
2/zu 1		Grunddienstbarkeit (Recht auf Bau, Betrieb und Unterhaltung einer Tankerbrücke verbunden mit einem Betretungsrecht) in Worringen Blatt 17802 auf Nr. 35 des Bestandsverzeichnisses eingetragen in Abt. II Nr. 34; hier vermerkt am 16.02.2018. Uelpenich					
3/zu 1		Grunddienstbarkeit (Recht auf Bau, Betrieb und Unterhaltung eines Schaltgebäudes verbunden mit einem Betretungsrecht sowie der Einschränkung, dass auch der jeweilige Eigentümer des dienenden Grundstücks ebenfalls Anlagen errichten darf. Die Nutzung der Anlagen des jeweiligen Erbbauberechtigten der herrschenden Grundstücke darf durch diese Maßnahmen nicht beeinträchtigt werden.) in Worringen Blatt 17802 auf Nr. 35 des Bestandsverzeichnisses eingetragen in Abt. II Nr. 35; hier vermerkt am 16.02.2018. Uelpenich					
4/zu 1		Grunddienstbarkeit (Recht auf Bau, Betrieb und Unterhaltung einer Rohrbrücke verbunden mit einem Betretungsrecht sowie der Einschränkung, dass auch der jeweilige Eigentümer des dienenden Grundstücks ebenfalls Anlagen errichten darf. Die Nutzung der Anlagen des jeweiligen Erbbauberechtigten der herrschenden Grundstücke darf durch diese Maßnahmen nicht beeinträchtigt werden) in Worringen Blatt 17802 auf Nr. 35 des Bestandsverzeichnisses eingetragen in Abt. II Nr. 36; hier vermerkt am 16.02.2018. Uelpenich					
5/zu 1		Grunddienstbarkeit (Recht auf Bau, Betrieb, Unterhaltung und Erneuerung einer befestigten Kranaufstellungsfläche verbunden mit einem Betretungsrecht sowie der Einschränkung, dass auch der jeweilige Eigentümer des dienenden Grundstücks ebenfalls Anlagen errichten darf.					

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte			Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Wirtschaftsart und Lage		
		a	b		c	ha	a m ²
1	2	3				4	
6/zu 1		Die Nutzung der Anlagen des jeweiligen Erbbauberechtigten der herrschenden Grundstücke darf durch diese Maßnahmen nicht beeinträchtigt werden.) in Worringen Blatt 17802 auf Nr. 35 des Bestandsverzeichnisses eingetragen in Abt. II Nr. 37; hier vermerkt am 16.02.2018.					
		Uelpenich					
		Grunddienstbarkeit (Recht auf Bau, Betrieb, Unterhaltung und Erneuerung eines Laufsteegs einschließlich Versorgungseinrichtungen verbunden mit einem Betretungsrecht) in Worringen Blatt 17802 auf Nr. 35 des Bestandsverzeichnisses eingetragen in Abt. II Nr. 38; hier vermerkt am 16.02.2018.					
7/zu 1		Uelpenich					
		Grunddienstbarkeit ((Laufstegmitbenutzungsrecht sowie Recht auf Bau, Betrieb, Unterhaltung und Erneuerung eines Übergangs (Treppe) verbunden mit einem Betretungsrecht)) in Worringen Blatt 17802 auf Nr. 35 des Bestandsverzeichnisses eingetragen in Abt. II Nr. 39; hier vermerkt am 16.02.2018.					
		Uelpenich					
8/zu 1		Grunddienstbarkeit (Recht auf Bau, Betrieb, Unterhaltung und Erneuerung von Feuerwehruzufahrten verbunden mit einem Betretungsrecht) in Worringen Blatt 17802 auf Nr. 35 des Bestandsverzeichnisses eingetragen in Abt. II Nr. 40; hier vermerkt am 16.02.2018.					
		Uelpenich					

Laufende Nummer der Grundstücke	Bisherige laufende Nummer der Grundstücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte				Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Wirtschaftsart und Lage	ha	a	m²
		a	b		c			
1	2	3				4		
1		Das Flurstück 53 ist nach Flurstückszerlegung fortgeschrieben in die Flurstücke:						
		Worringen	53	74	Gebäude- und Freifläche, Neusser Landstr.		47	05
		Worringen	53	75	Gebäude- und Freifläche, Alte Str. 201, Neusser Landstr., Parallelweg	35	06	76
		Gemäß Fortführungsmitteilung WLDGGB: 496500627 vom 16.06.2016 eingetragen am 07.03.2018.						
		Sures						
9/zu 1		Grunddienstbarkeit (Feuerwehruzufahrtsrecht) in Dormagen Blatt 10303 auf Nr. 1 des Bestandsverzeichnisses eingetragen in Abt. II Nr. 18 ; hier vermerkt am 19.03.2018.						
		Uelpenich						

Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grund- stücke		Zur lfd. Nr. der Grund- stücke	
5	6	7	8
1	<p>Grundstücksgröße bei Flurstück 287 berichtigt auf Grund Übertragungsfehler in 38962 qm eingetragen am 10.01.2006.</p> <p>Tigges</p>		

Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
1	2	3	4
1	BP Fuels Deutschland GmbH, Hamburg	1	Bei Bestellung der Erbbaurechte in Blatt 352 eingetragen und hier vereinigt als Gesamterbbaurecht vermerkt am 31.08.2005. Tigges
2	Deutsche BP Aktiengesellschaft, Hamburg	1	Auf Grund Einigung vom 08.04.2005 eingetragen am 07.09.2005. Tigges
3	INEOS Manufacturing Deutschland GmbH, Köln	1	Auf Grund Einigung vom 08.04.2005 und 10.06.2005 eingetragen am 30.06.2006. Tigges

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
1	1	Rohrfernleitungsrecht verbunden mit einer Bau- und Einwirkungsbeschränkung hinsichtlich der Flurstücke Flur 35 Nr. 248, 286. Mit Bezug auf die Bewilligung vom 19. März 1971 für die Rhein-Main-Rohrleitungstransportgesellschaft mbH., Rodenkirchen-Godorf; eingetragen am 14. April 1971 in Blatt 0071; unter Neufassung, hierher mitübertragen am 31.08.2005. Tigges
2	1 nur auf Flur 33, Flurstück 39	Das <u>Rheinisch-Westfälische Elektrizitätswerk A.G. in Essen</u> ist berechtigt, zum Bau und Betrieb einer Viersystem-Hochspannungsfreileitung auf einem Gestänge und zur Kabelverlegung auf dem belasteten Grundstück. Einge tragen auf Grund der Bewilligung vom 19. Februar 1930 und Bewilligung vom 14. Juni 1967 am 06. Februar 1968 in Blatt 8393, und über Blatt 0071 hierher mitübertragen am 31.08.2005. Tigges
3	1 nur auf Flur 35, Flurstück 244	Ein Recht auf Errichtung von Masten sowie auf Anlegung und Unterhaltung von Hochspannungsfreileitungen und in Verbindung damit eine Bau- und Aufwuchsbeschränkung sowie ein Betretungsrecht für die <u>RWE Energie Aktiengesellschaft in Essen</u> ; unter Bezugnahme auf den <u>Rezess W.77 § 10 B 1 I</u> und des <u>Ersuchens des Kulturamts in Köln</u> vom 15. Dezember 1931 und Bewilligung vom 14. Juni 1967 am 06. Februar 1968 in Blatt 8393 und über Blatt 0071 hierher mitübertragen am 31.08.2005. Tigges
4	1 nur auf Flur 35, Flurstück 169, 245	Das Recht der <u>RWE Energie Aktiengesellschaft in Essen</u> , eine elektrische Leitung auf Masten zu errichten, zu betreiben und zu unterhalten, verbunden mit einer Bau- und Aufwuchsbeschränkung in einem Schutzstreifen. Mit Bezug auf den <u>Rezess W 77</u> bzw. den <u>Enteignungsbeschluss</u> vom 15. Mai 1922 und <u>Vollziehungsbeschluss</u> vom 18. März 1924 und Bewilligung vom 14. Juni 1967

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
5	1	<p>eingetragen am 06. Februar 1968 in Blatt 8393, und über Blatt 0071 hierher mitübertragen am 31.08.2005.</p> <p>Tigges</p> <p>Erbbauzins - mit Wertsicherungsklausel - für den jeweiligen Grundstückseigentümer in Blatt 352. Es ist eine Vereinbarung über das Bestehenbleiben des Erbbauzinses in der Zwangsversteigerung gemäß § 9 Abs. 3 Satz 1 Ziffer 1 ErbbauVO getroffen.</p> <p>Bezug: Bewilligung vom 30.04.2001 (UR-Nr. 1277/01, Notar Axel Rodert, Köln) und vom 18.02.2005 (UR-Nr. 540/05, Notar Axel Rodert, Köln). Eingetragen am 31.08.2005.</p> <p>Tigges</p>
6	1	<p>Vorkaufsrecht für alle Verkaufsfälle für den jeweiligen Grundstückseigentümer, der mit dem Erbbaurecht belasteten Grundstücke, eingetragen in Blatt 352.</p> <p>Bezug: Bewilligung vom 30.04.2001 (UR-Nr. 1277/01, Notar Axel Rodert, Köln), vom 18.02.2005 (UR-Nr. 540/05, Notar Axel Rodert, Köln), vom 14.06.67, vom 21.12.62, vom 11.09.59 und vom 23.04.69.</p> <p>Eingetragen am 20.05.68 in Blatt 8393 A, am 17.04.63 in Blatt 7966 A, am 23.11.59 in Blatt 7784 A und am 27.02.70 und 21.9.71 in Blatt 71 unter Mitübertragung bei gleichzeitiger Inhaltsänderung und teilweiser Neubestellung, eingetragen am <u>=Datum=</u> 31.08.2005</p> <p>Tigges</p>
7	1 nur auf Flur 33, Flurstück	<p>Dienstbarkeit (Nutzung als Betriebsfläche, Recht auf Errichtung und Betrieb einer Azeotropsäureanlage, Recht auf Errichtung und Betrieb eines VA-Tank nebst Pumpstation zur Säureverladung, Geh- und Fahrrecht, Ver- und</p>

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
	40, Flur 35, Flurstück 287	Entsorgungsleitungsrecht, Recht auf Mitbenutzung, Instandsetzung und Erneuerung von Betriebseinrichtungen) für die <u>Bayer AG in Leverkusen</u> ; Bezugnahme auf Bewilligung vom 30. März 2001 (UR - Nr. 139/2001 Notar Dr. Schmidt in Köln) und 26.7.2005 (UR-Nr.1783/05 Notar Konrad Adenauer); eingetragen am 06. April 2001 in Blatt 0071; hierher mitübertragen am 31.08.2005. Tigges
8	1 (nur Flur 53, Flurstück 53)	Grunddienstbarkeit (Recht zur Nutzung von Leitungen für die Pipeline LEV-DOR) für den jeweiligen Eigentümer des Grundstücks Worringen Flur 53 Flurstück 53 (Blatt 352). Bezug: Bewilligung vom 30.04.2001 (UR-Nr. 1275/01, Notar Axel Rodert, Köln), vom 30.04.2001 (UR-Nr. 1277/01, Notar Axel Rodert, Köln) und vom 18.02.2005 (UR-Nr. 540/05, Notar Axel Rodert, Köln). Das Recht hat Gleichrang mit Abt. II Nr. 9 und 11. Eingetragen am 31.08.2005. Tigges
9	1 (nur Flur 33, Flurstücke 39,40 Flur 35, Flurstücke 244,245, 247,290,291, Flur 53, Flurstücke 41,53 und 56)	Grunddienstbarkeit (Brunnen- und Grundwassermessstellennutzungsrecht) für den jeweiligen Eigentümer der Grundstücke Worringen Flur 33, Flurstücke 39,40 Flur 35, Flurstücke 244,245,247,290,291, Flur 53, Flurstücke 41,53 und 56) (Blatt 352). Bezug: Bewilligung vom 30.04.2001 (UR-Nr. 1275/01, Notar Axel Rodert, Köln), vom 30.04.2001 (UR-Nr. 1277/01, Notar Axel Rodert, Köln), vom 18.02.2005 (UR-Nr. 540/05, Notar Axel Rodert, Köln) und vom 26.07.05 (UR-Nr. 1783/05 Notar Konrad Adenauer, Köln). Das Recht hat Gleichrang mit Abt. II Nr. 8 und 11. Eingetragen am 31.08.2005. Tigges
10	1 (nur Flur 35, Flurstücke 198,315)	Grunddienstbarkeit (Recht zur Nutzung der Zuwegung zum Parallelweg) für den jeweiligen Eigentümer der Grundstücke Worringen Flur 35 Flurstück 198,315 (Blatt 352).

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
11	1 (nur Flur 53, Flurstück 53)	<p>Bezug: Bewilligung vom 30.04.2001 (UR-Nr. 1275/01, Notar Axel Rodert, Köln), vom 30.04.2001 (UR-Nr. 1277/01, Notar Axel Rodert, Köln) und vom 18.02.2005 (UR-Nr. 540/05, Notar Axel Rodert, Köln). Eingetragen am 31.08.2005.</p> <p>Tigges</p> <p>Grunddienstbarkeit (Wasserleitungsnutzungsrecht, verbunden mit einem Bau- und Einwirkungsverbot) für den jeweiligen Eigentümer des Grundstücks Worringen Flur 53 Flurstück 53 (Blatt 352).</p> <p>Bezug: Bewilligung vom 30.04.2001 (UR-Nr. 1275/01, Notar Axel Rodert, Köln), vom 30.04.2001 (UR-Nr. 1277/01, Notar Axel Rodert, Köln) und vom 18.02.2005 (UR-Nr. 540/05, Notar Axel Rodert, Köln). Das Recht hat Gleichrang mit Abt. II Nr. 8 und 9. Eingetragen am 31.08.2005.</p> <p>Tigges</p>
12	1 (nur Flur 33, Flurstück 40 und Flur 53, Flurstück 75)	<p>Beschränkte persönliche Dienstbarkeit (Erstellungs-, Installations-, Betriebs- und Nutzungsrecht für eine Gas- und Dampfturbinen Anlage, einschließlich Gasturbine mit Generator und Nebenanlagen, Dampfkessel mit Nebenanlagen sowie Dampfturbine als Entnahme-Gegendruckturbine mit Nebenanlagen verbunden mit einem Betretungs- und Befahrrecht) für die IKB Deutsche Industriebank, Düsseldorf. IKB Deutsche Industriebank AG, Düsseldorf</p> <p>Bezug: Bewilligung vom 22.03.2018 (UR-Nr. 552/2018, Notar Dr. Thilo Weimer, Leverkusen). Eingetragen am 26.03.2018.</p> <p>Uelpenich</p>

Veränderungen		Löschungen	
Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
4	5	6	7
6	Das Eintragungsdatum lautet: 31.08.2005. Ergänzt am 14.09.2005. Tigges		
2, 3, 4	Das Recht ist übertragen auf die RWE Deutschland Aktiengesellschaft in Essen. Eingetragen am 10.07.2013. Schmidt		
6	Die mit dem Erbbaurecht belasteten Grundstücke sind nunmehr eingetragen in Blatt 17802 Eingetragen am 15.12.2017. Uelpenich		
12	Unter Berichtigung der Eintragung vom 26.03.2018 lautet der Name der Berechtigten: IKB Deutsche Industriebank AG, Düsseldorf. Eingetragen am 04.04.2018. Uelpenich		
7	Das Recht ist übergegangen auf die Covestro Deutschland AG, Leverkusen. Eingetragen am 15.02.2019. van der Berg		

Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden
1	2	3	4
1	1	1.695.000 EUR	Eine Million sechshundertfünfundneunzigtausend Euro Grundschuld - ohne Brief- mit 16 % Jahreszinsen und 3 % Nebenleistung einmalig für die Barclays Bank PLC. Vollstreckbar nach § 800 ZPO. Bezug: Bewilligung vom 13.03.2006 (UR-Nr. 42/06, Notar Dr. Edgar Schmidt, Köln). Das Recht hat Gleichrang mit Abt. III Nr. 2 Eingetragen am 30.06.2006. Tigges
2	1	9.605.000 EUR	Neun Millionen sechshundertfünftausend Euro Grundschuld -ohne Brief- mit 16 % Jahreszinsen und 3 % Nebenleistung einmalig für die Barclays Bank PLC. Bezug: Bewilligung vom 13.03.2006 (UR-Nr. 43/06, Notar Dr. Edgar Schmidt, Köln). Das Recht hat Gleichrang mit Abt. III Nr. 1 Eingetragen am 30.06.2006. Tigges

Veränderungen			Löschungen		
Laufende Nummer der Spalte 1	Betrag		Laufende Nummer der Spalte 1	Betrag	
5	6	7	8	9	10

Amtsgericht Köln

Grundbuch von Worringen

Blatt 67

Dieses Blatt ist zur Fortführung auf EDV umgestellt worden und dabei an die Stelle des bisherigen Blattes getreten. In dem Blatt enthaltene Rötungen sind schwarz sichtbar.

Freigegeben am 02.09.2003, Nagy

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte					Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Liegen- schaftsbuch	Wirtschaftsart und Lage	ha	a	qm
		a	b		c/d	e	4		
1	2	3							
Einer	1	Köln	136	145		Weg, <u>Zwischen Hackhauser und Fürther</u> Weg		24	44
	2	"	136	237		A., daselbst	23	74	15
	3	"	135	69		A., daselbst	3	21	43
	4	"	135	70		A., daselbst	2	87	04
	5	"	135	71		A., daselbst	4	87	14
	6	"	135	112		A., daselbst		92	45
	7	"	135	72		Weg, daselbst		11	59
	8	"	135	78		Weg, daselbst Zwischen <u>Mühlen und Hackhauser Weg</u>		27	05
	9	"	135	68		Weg, <u>Zwischen Hackhauser und Fürther</u> Weg		18	78
	10	"	135	74		A., Zwischen Mühlen- und Hackhauser Weg	3	35	53
	11	"	136	176		A., Zwischen Hackhauser- und <u>Fürther Weg</u>	4	65	00
	12	"	135	76		A., zwischen Mühlen- u. Hackhauser Weg		54	45
Zehner	3								3
	2								2
	1								1

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte					Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Liegen- schaftsbuch	Wirtschaftsart und Lage	ha	a	qm
		a	b		c/d	e			
1	2	3					4		
13	2	K ö l n	136	280		Btr. Zwischen Hackhauser u. Further Weg		17	96
14	"	"	136	281		A., Zwischen Hackhauser u. Further Weg		6	07
15	"	"	136	282		A., Kölner Randkanal (verrohrt)		9	31
16	"	"	136	283		A., Zwischen Hackhauser u. Further Weg	23	40	81
17	"1	"	136	284		Weg, Hackhauser Weg u. Further Weg		1	12
18	"	"	136	285		Weg, Kölner Randkanal (verrohrt)		-	46
19	1	"	136	286		Weg, Zwischen Hackhauser u. Further Weg,		22	86
20	11	K ö l n	136	287		A., Zwischen Hackhauser u. Further Weg,		73	99
21	"	"	136	288		A., Kölner Randkanal (verrohrt)		32	27
22	"	"	136	289		A., Zwischen Hackhauser u. Further Weg,	3	58	74
23	8	K ö l n	136 135	258		Weg, Zwischen Mühlen u. Hackhauser Weg		2	09
24	"	"	135	259		Weg, Kölner Randkanal (verrohrt)		-	46
25	"	"	135	260		Weg, Zwischen Mühlen u. Hackhauser Weg,		24	50

3

2

1

3

2

1

	Laufende Nummer der Grundstücke	Bisherige laufende Nummer der Grundstücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte					Größe				
			Gemarkung (Vermessungsbezirk)	Karte Flur	Flurstück	Liegenschaftsbuch c/d	Wirtschaftsart und Lage e	ha	a	qm		
											a	b
	1	2	3					4				
Einer	26	12	K ö l n	135	272		A., Zwischen Mühlenweg und Further Weg		1	55		
	27	"	"	135	281		A., Zwischen Mühlenweg und Further Weg		52	90		
	28	10	K ö l n	135	273		A., Zwischen Mühlenweg und Further Weg		11	57		
	29	"	"	135	280		A., Zwischen Mühlenweg und Further Weg	3	23	96		
	30	9	K ö l n	135	274		Weg, Zwischen Mühlenweg und Further Weg		13	44		
	31	"	"	135	279		Weg., Zwischen Mühlenweg und Further Weg	5	34			
	32	6	K ö l n	135	275		A., Zwischen Mühlenweg und Further Weg		4	67		
	33	"	"	135	278		A., Zwischen Mühlenweg und Further Weg	87	78			
	34	3	K ö l n	135	276		A., Zwischen Mühlenweg und Further Weg		14	43		
	35	"	"	135	277		A., Zwischen Mühlenweg und Further Weg	3	07	00		
36	14	Worringen	36	511	Gebäude- und Freifläche, Hackenbroicher Str.				52			
3	2	1								3	2	1

Laufende Nummer der Grund- stücke	Bisherige laufende Nummer der Grund- stücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte				Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Wirtschaftsart und Lage	ha	a	m²
		a	b		c	ha	a	m²
1	2	3				4		
37	14	Worringen	36	514	Gebäude- und Freifläche, Verkehrsfläche, Hackenbroicher Str.		5	55
38	15	Worringen	36	512	Gebäude- und Freifläche, Hackenbroicher Str.		1	39
39	15	Worringen	36	515	Gebäude- und Freifläche, Verkehrsfläche, Hackenbroicher Str.		7	92
40	16	Worringen	36	513	Gebäude- und Freifläche, Hackenbroicher Str.		1	14
41	16	Worringen	36	516	Betriebsfläche, Gebäude- und Freifläche, Verkehrsfläche, Waldfläche, Hackenbroicher Str. 199	23	39	67

Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grundstücke		Zur lfd. Nr. der Grundstücke	
5	6	7	8
1,2	Von Blatt 7847 hierher übertragen	26,28	Übertragen nach Blatt 0352
3-9	von Blatt 7846 hierher übertragen	38,32	am 16. AUG. 1976
	am 20. März 1970.	34,	
		13	Übertragen nach Blatt 8028
10-12	Von Blatt 7353 hierher übertragen am 5. Mai 1971.		am 1. OKT. 1984
2,13-16	Nr. 12 geteilt u. als Nr. 13 bis 16		
1,17-19	Nr. 1 geteilt u. als Nr. 17 bis 19		
11,20-22	Nr. 11 geteilt u. als Nr. 20 bis 22		
8,23-25	Nr. 8 geteilt u. als Nr. 23 bis 25		
	neu eingetragen am 13. Jan. 1975 gem. VN. 1/74)		
12,26,27	Nr. 12 geteilt u. als Nr. 26,27,		
10,28,29	Nr. 10 geteilt u. als Nr. 28,29,		
9,30,31	Nr. 9 geteilt u. als Nr. 30,31,		
6,32,33	Nr. 6 geteilt u. als Nr. 32,33,		
3,34,35	Nr. 3 geteilt u. als Nr. 34,35,		
	neu eingetragen gem. VN. 1/76 am 13. Mai 76		

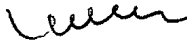




Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grund- stücke		Zur lfd. Nr. der Grund- stücke	
5	6	7	8
14,36 37	Nr.14 infolge Flurstückszerlegung als Nr.36 und 37 eingetragen aufgrund Veränderungs- nachweis vom 26.09.2006, Nr. 4370- 2006/01335, am 21.11.2006. Tigges		
15,38 39	Nr.15 infolge Flurstückszerlegung als Nr.38 und 39 eingetragen aufgrund Veränderungs- nachweis vom 26.09.2006, Nr. 4370- 2006/01336, am 21.11.2006. Tigges		
16,40 ,41	Nr.16 infolge Flurstückszerlegung als Nr. 40 und 41 eingetragen aufgrund Verände- rungsnachweis vom 26.09.2006, Nr. 4370- 2006/01337, am 21.11.2006. Tigges		

	Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
	1	2	3	4
Einer	1	Erdoelchemie Gesellschaft mit beschränkter Haftung in Köln	1-9	Aufgelassen am 29.Mai 1969, eingetragen am 20.März 1970.
			10-12	Aufgelassen am 22.Dezember 1970, eingetragen am 5.Mai 1971.
Zehner	2	Deutsche BP Aktiengesellschaft, Hamburg	4, 5, 7, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 29, 31, 33, 35	Auf Grund Auflassung vom 26.08.2002 eingetragen am 07.09.2005. Tigges
	3	INEOS Manufacturing Deutschland GmbH, Köln	4, 5, 7, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 29, 31, 33, 35	Auf Grund Auflassung vom 08.04.2005 eingetragen am 30.06.2006. Tigges
	3 2 1			

	Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
	1	2	3
Einer	1	<u>9</u> <u>30, 37</u>	Vormerkung über ein eingeleitetes Enteignungsverfahren auf Beschränkung des Eigentums mit einer Leitungsdienstbarkeit zugunsten der Rheinisch-Westfälischen Elektrizitätswerk Aktiengesellschaft in Essen. Eingetragen am 9. September 1969 in Blatt 7846 und hierher mitübertragen am 20. März 1970 <i>gumig</i>
	2	<u>12</u> <u>26, 27</u>	Der jeweilige Eigentümer hat auf diesem Grundstück alle Anlagen und Anpflanzungen sowie das Lagern und Aufstellen von Gegenständen aller Art zu unterlassen sowie die Beseitigung aller Sichtbehinderungen, die durch die Eigentümer der herrschenden Grundstücke Worringen, Flur 135 Nr. 40 - Blatt 4221- und Flur 135 Nr. 81 Blatt-4907- festgesellte werden zu dulden; laut Bewilligung vom 24. 9. 1964 eingetragen am 5.11.1964 und über Blatt 7353 hierher mitübertragen am 5. Mai 1971. <i>gumig</i>
	3	<u>10, 11, 12</u> <u>20, 27, 22</u> <u>26, 27, 28, 29</u>	Vormerkung zur Sicherung des Anspruchs auf Auflassung aus dem Wiederkaufsrecht. Mit Bezug auf die Bewilligung vom 22. Dezember 1970 für die Farbenfabriken Bayer Aktiengesellschaft in Leverkusen gleichrangig mit dem Recht II/4 eingetragen am 5. Mai 1971. Vorbehalten ist der Vorrang für eine oder mehrere Hypotheken oder Grundschulden bis zur Höhe von insgesamt 400.000.000,- DM nebst bis zu 12 vom Hundert Jahreszinsen. <i>gumig</i>
	4	<u>10, 11, 12</u> <u>20, 27, 22</u> <u>26, 27, 28, 29</u>	Vorkaufsrecht für alle Verkaufsfälle. Mit Bezug auf die Bewilligung vom 22. Dezember 1970 für die Farbenfabriken Bayer Aktiengesellschaft in Leverkusen gleichrangig mit dem Recht II/3 eingetragen am 5. Mai 1971. Vorbehalten ist der Vorrang für eine oder mehrere Hypotheken oder Grundschulden bis zur Höhe von insgesamt
Zehner	3		
	2		
	1		

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
		400.000.000,- DM nebst bis zu 12 v.H.Jahreszinsen. <i>[Signature]</i>
5	<u>1,2,8,10,11,12</u>	Das Enteignungsverfahren zugunsten der Aethylen-Rohrleitungsgesellschaft mit beschränkter Haftung und Co. KG in Marl zum Zwecke der Beschränkung von <u>Grundeigentum für den Bau und Betrieb einer Aethylen-Verbundleitung</u> ist eingeleitet. Mit Bezug auf den Planfeststellungs- und Besitzeinweisungsbeschuß des Regierungspräsidenten in Köln vom 12.Juni 1970 und 16.Juni 1970 eingetragen am 9.Juli 1971. <i>[Signature]</i>
6	<u>3,9,30,31,34,35</u>	Recht zum Bau, Betrieb und Unterhaltung von Hochspannungsleitungen mit einer Bau-, Bewuchs, und Einwirkungsbeschränkung. Eingetragen mit Bezug auf die Bewilligung vom 31. Okt. 1973 für die <u>Rheinisch- Westfälisches Elektrizitätswerk Aktiengesellschaft in Essen (RWE)</u> am 7. Jan. 1974. <i>[Signature]</i>

	Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
	1	2	3
Einer	7	3, 6, 9, 10, 12, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35,	Vormerkung zur Sicherung des Anspruchs auf Übertragung des Eigentums an einem Trennstück von etwa 1600, 480, 1320, 890, 170 qm. Eingetragen mit Bezug auf die Bewilligung vom 23. Dezember 1974 für die Bayer Aktiengesellschaft in Leverkusen am 28. Januar 1976. 
	8	15, 18, 21, 24 38, 39	Recht zum Betrieb und zur Unterhaltung eines unterirdischen Kanalbauwerks zur Wasserableitung aus dem Kölner Randkanal in den Rhein, verbunden mit einem Betretungsrecht, einer Bau-, Aufwuchs-, Entnahme- und Aufschüttungsbeschränkung. Eingetragen mit Bezug auf die Bewilligung vom 23. November 1972 für den Zweckverband Kölner Randkanal in 5 Köln 1, Apostelnkloster 21-25 am 19. Mai 1976. 
Zehner	9	13, 16 40, 41	Recht zur Errichtung von Bauwerkden sowie bis zum 1. Mai 1984 Grundstücks- teile einschliesslich der darauf errichteten Gebäude und Nebenanlagen für das Betreiben des Randkanals zu nutzen. Eingetragen mit Bezug auf die Bewilligung vom 23. November 1972 für den Zweckverband Kölner Randkanal in 5 Köln 1, Apostelnkloster 21-25 am 19. Mai 1976. 
3	3		
2	2		
1	1		

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
10	4, 5, 7, 14-25, 27, 29, 31, 33, 35, 36, 37, 38, 39, 40, 41	Vorkaufsrecht für alle Verkaufsfälle für Bayer Aktiengesellschaft, Leverkusen. Bezug: Bewilligung vom 30.04.2001 (UR-Nr. 1277/01, Notar Axel Rodert, Köln). Eingetragen am 31.08.2005. Tigges
11	22	Grunddienstbarkeit (Brunnen- und Grundwassermessstellennutzungsrecht) für den jeweiligen Eigentümer der Grundstücke Worringen Flur 33, Flurstücke 39, 40, Flur 35, Flurstücke 244, 245, 247, 290, 291, Flur 53, Flurstücke 41, 53 und 56) (Blatt 352). Bezug: Bewilligung vom 30.04.2001 (UR-Nr. 1275/01, Notar Axel Rodert, Köln), vom 30.04.2001 (UR-Nr. 1277/01, Notar Axel Rodert, Köln) vom 18.02.2005 (UR-Nr. 540/05, Notar Axel Rodert, Köln) und vom 26.07.2005 (UR-Nr. 1783/2005, Notar Konrad Adenauer). Eingetragen am 31.08.2005. Tigges

Veränderungen		Löschungen	
Laufende Nummer d. Spalte 1		Laufende Nummer d. Spalte 1	
4	5	6	7
Hunderter	5	5	Gelöscht am 29. SEP. 1972 <i>Heßberg</i>
	3,4,8	4	Gelöscht am 16. AUG. 1976 <i>Heßberg</i>
	6		
Tausender			
	1,6		
	3		
2			
1			

Veränderungen		Löschungen	
Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
4	5	6	7
6	<p>Das Recht ist übertragen auf die RWE Deutschland Aktiengesellschaft in Essen. Eingetragen am 10.07.2013.</p> <p>Schmidt</p>		

Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden
1	2	3	4
1	4,5,7,14,15 16,17,18,19 20,21,22,23 24,25,27,29 31,33,35 36,37,38,39 40,41	1.350.000 EUR	Eine Million dreihundertfünfzigtausend Euro Grundschuld -ohne Brief- mit 16 % Jahreszinsen und 3 % Nebenleistung einmalig für die Barclays Bank PLC, London,UK. Vollstreckbar nach § 800 ZPO. Bezug: Bewilligung vom 13.03.2006 (UR-Nr. 42/06, Notar Dr. Edgar Schmidt, Köln). Das Recht hat Gleichrang mit Abt. III Nr. 2 Eingetragen am 30.06.2006. Gesamthaft besteht in den Blättern 67 und 377. Tigges
2	4,5,7,14,15 16,17,18,19 20,21,22,23 24,25,27,29 31,33,35 36,37,38,39 40,41	7.650.000 EUR	Sieben Millionen sechshundertfünfzigtausend Euro Grundschuld -ohne Brief- mit 16 % Jahreszinsen und 3 % Nebenleistung einmalig für die Barclays Bank PLC, London,UK. Bezug: Bewilligung vom 13.03.2006 (UR-Nr. 43/06, Notar Dr. Edgar Schmidt, Köln). Das Recht hat Gleichrang mit Abt. III Nr. 1 Eingetragen am 30.06.2006. Gesamthaft besteht in den Blättern 67 und 377. Tigges

Veränderungen			Löschungen		
Laufende Nummer der Spalte 1	Betrag		Laufende Nummer der Spalte 1	Betrag	
5	6	7	8	9	10

SCHEDULE 4

Amended and Restated Security Transfer Agreement

SCHEDULE 4 to the AMENDMENT AND CONFIRMATION AGREEMENT
RELATING TO SECURITY AGREEMENTS

SECURITY TRANSFER AGREEMENT
(SICHERUNGSÜBEREIGNUNG)

among

INEOS MANUFACTURING DEUTSCHLAND GMBH
INEOS PHENOL GMBH
INEOS KÖLN GMBH
INEOS EUROPE AG
INEOS OXIDE LIMITED

as Transferors

and

BARCLAYS BANK PLC
as Security Agent

SHEARMAN & STERLING LLP

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THIS SECURITY TRANSFER AGREEMENT (this "**Agreement**") is made on 31 January 2011 as amended and confirmed on 1 June 2011, on 1 March 2012, on 29 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019 on 29 October 2020 and on 8 November 2021

AMONG:

1. **INEOS MANUFACTURING DEUTSCHLAND GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Köln under HRB 57260, having its business address at Alte Straße 201, 50769 Köln, Germany ("**Transferor 1**");
 2. **INEOS PHENOL GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Gelsenkirchen under HRB 9687, having its business address at Dechenstraße 3, 45966 Gladbeck, Germany ("**Transferor 2**");
 3. **INEOS KÖLN GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of Germany, registered in the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Köln under HRB 37428, having its business address at Alte Straße 201, 50769 Köln, Germany ("**Transferor 3**");
 4. **INEOS EUROPE AG**, a company limited by shares (*Aktiengesellschaft*) organised under the laws of Switzerland with registered number CHE-490.118.020 (formerly: CH-550.1.083.017-1), having its registered address at 3 avenue des Uttins, 1180 Rolle, Switzerland ("**Transferor 4**");
 5. **INEOS OXIDE LIMITED**, a limited company organised under the laws of England and Wales with registered number 3545207, having its registered address at Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, United Kingdom ("**Transferor 5**");
- (the entities listed in Nos. 1 through 5 above are hereinafter referred to each as a "**Transferor**" and collectively as the "**Transferors**"); and
6. **BARCLAYS BANK PLC**, a credit institution organised under the laws of England and Wales with registered no. 01026167, having its business address at 1 Churchill Place, Canary Wharf, London, E14 5HP, United Kingdom as security agent for the Secured Parties (as defined below) (the "**Security Agent**").

WHEREAS:

- (A) INEOS Finance PLC (the "**Senior Secured Note Issuer**") has issued US\$ 1,000,000,000 8.375% senior secured notes due 2019 and EUR 500,000,000 floating rate senior secured notes due 2019 (together the "**2019 Senior Secured Notes**") under the indenture dated as of 10 February 2012 among the Senior Secured Note Issuer, the guarantors named therein, The Bank of New York Mellon as trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time). The 2019 Senior Secured Notes have been fully redeemed in the meantime.
- (B) The Senior Secured Note Issuer has further issued US\$ 775,000,000 7.50% senior secured notes due 2020 (together the "**2020 Senior Secured Notes**") under the indenture dated as of 4 May 2012 among the Senior Secured Note Issuer, the guarantors named therein, The Bank of New York Mellon as trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time). The 2020 Senior Secured Notes have been fully redeemed in the meantime.
- (C) The Senior Secured Note Issuer has further issued EUR 770,000,000 4.00% senior secured notes due 2023 (together the "**2023 Senior Secured Notes**") under the indenture dated as of

5 May 2015 among the Senior Secured Note Issuer, the guarantors named therein, The Bank of New York Mellon as trustee (the "**Senior Secured Notes Trustee**") and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2023 Senior Secured Indenture**"). The 2023 Senior Secured Notes have been fully redeemed in the meantime.

- (D) The Senior Secured Note Issuer has further issued EUR 550,000,000 2.125% senior secured notes due 2025 (together the "**2025 Senior Secured Notes**") under the indenture dated as of 3 November 2017 among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2025 Senior Secured Indenture**").
- (E) On 24 April 2019 the Senior Secured Note Issuer has further issued EUR 770,000,000 2.875% senior secured notes due 2026 (together the "**2026 Senior Secured Notes**") under the indenture dated as of 24 April 2019 among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2026 Senior Secured Indenture**").
- (F) On 29 October 2020 the Senior Secured Note Issuer has further issued EUR 325,000,000 3 3/8% senior secured notes due 2026 (together the "**2026-2 Senior Secured Notes**") under the indenture dated as of 29 October 2020 among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "**2026-2 Senior Secured Indenture**").
- (G) INEOS US Finance LLC and the Senior Secured Note Issuer as Borrowers, Barclays Bank PLC as Administrative Agent (the "**Administrative Agent**") and Security Agent and the Lenders referred to therein have entered into a credit agreement originally dated 27 April 2012 (as amended and restated on 8 May 2013, on 21 February 2014, on 24 November 2014, on 31 March 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017 and on 29 October 2020 and as further amended, restated, refinanced, replaced, supplemented and/or waived from time to time, the "**Existing Senior Facilities Agreement**").
- (H) On 22 March 2019 the Senior Secured Note Issuer has entered into an assignable loan agreement (*Schuldscheindarlehen*) between, amongst others, the Senior Secured Note Issuer as borrower, INEOS Luxembourg I S.A. as company, Deutsche Bank Aktiengesellschaft as bank, creditor and paying agent and Wilmington Trust SP Services (Frankfurt) GmbH as trustee (the "**Trustee**") (as amended, restated, supplemented and/or waived from time to time, the "**Schuldschein Loan Agreement**").
- (I) In order to secure the obligations under or in connection with the Senior Facilities Agreement, the Schuldschein Loan Agreement, the 2025 Senior Secured Notes, the 2026 Senior Secured Notes and the 2026-2 Senior Secured Notes (and originally the 2019 Senior Secured Notes, the 2020 Senior Secured Notes and the 2023 Senior Secured Notes), the Transferors 1 through 5, *inter alios*, entered into a security transfer agreement dated 31 January 2011 (as amended and confirmed on 1 June 2011 whereby, *inter alia*, INEOS Commercial Services UK Limited has acceded to the agreement as transferor and as further amended and confirmed on 1 March 2012, on 29 May 2012, on 8 May 2013, on 24 November 2014, on 31 March 2015, on 5 May 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 22 March 2019, on 24 April 2019 and on 29 October 2020 and as supplemented pursuant to a supplemental agreement dated 23 March 2018) with the Security Agent as transferee pursuant to which the respective transferors have granted security over all assets (fixtures (*bewegliches Anlagevermögen*) and chattels (*Umlaufvermögen*), including without limitation raw materials, work in progress and finished stock) located at the relevant transferor's premises.
- (J) On 28 March 2013, the Transferor 1 and the Security Agent entered into a release agreement pursuant to which the Security Agent agreed to release, upon individual release requests and subject to certain conditions set forth therein, certain of the Transferred Assets transferred by the Transferor 1 up to a threshold amount of EUR 50,000,000 in aggregate.

- (K) On 1 October 2013, the Security Agent and INEOS Commercial Services UK Limited entered into a release agreement pursuant to which, *inter alia*, the Security Agent has released INEOS Commercial Services UK Limited from all its obligations under and in connection with the Security Transfer Agreement and has retransferred the Transferred Assets (as defined below) transferred by that entity to INEOS Commercial Services UK Limited.
- (L) INEOS US Finance LLC, INEOS Finance PLC, certain group companies as guarantors, certain lenders and the Administrative Agent and Security Agent will have entered into a joinder agreement in relation to the Existing Senior Facilities Agreement dated on or about the date hereof (the "**Joinder Agreement**") pursuant to which, *inter alia*, a new series of term loans will be incurred and certain other amendments will be made (the Existing Senior Facilities Agreement, as amended, restated, refinanced, replaced, supplemented and/or waived from time to time, including by way of the Joinder Agreement, the "**Senior Facilities Agreement**"). The amendments pursuant to the Joinder Agreement do not constitute a novation.
- (M) The Transferors have agreed to amend and confirm this Agreement in order to ensure that it secures the respective claims of the Secured Parties (as defined below) against the Obligors (as defined below), or any of them, under or in connection with the relevant Secured Documents (as defined below) and, by securing any claims of the Security Agent arising under the abstract acknowledgement of indebtedness (*abstraktes Schuldanerkenntnis*) granted under Clause 22.16 of the Intercreditor Deed (as defined below), Clause 14.09 of the 2025 Senior Secured Indenture, Clause 14.09 of the 2026 Senior Secured Indenture and/or Clause 14.09 of the 2026-2 Senior Secured Indenture, to indirectly secure the respective claims of the Secured Parties (as defined below) against the Obligors (as defined below) under the relevant Secured Documents.
- (N) The security granted pursuant to the terms hereof shall also be subject to the terms and conditions of the Intercreditor Deed (as defined below).

NOW, IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"**Declared Default**" means an Event of Default which is continuing and in respect of which the Security Agent has given notice of intention to enforce;

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;

"**Event of Default**" means any event or circumstance specified as such in any of the Senior Facilities Agreement, the Schuldschein Loan Agreement or the Senior Secured Indentures;

"**Instructing Group**" has the meaning given to that term in the Intercreditor Deed;

"**Intercreditor Deed**" means the intercreditor deed dated 12 May 2010 between, amongst others, the Obligors referred to therein, the Administrative Agent, the Security Agent, BP International Limited as collateral agent for the BP Creditors referred to therein and acceded to by The Bank of New York Mellon as the trustee for the Senior Secured Noteholders referred to therein and by The Bank of New York Mellon as trustee for the High Yield Noteholders referred to therein (as amended, restated, supplemented and/or waived from time to time);

"**Group**" means the Parent and its Subsidiaries from time to time and "**Group Company**" and "**member of the Group**" means any of them;

"**Obligors**" means the Principal Obligor, the Senior Secured Note Issuer, any borrower or guarantor under the Senior Finance Documents, the Schuldschein Loan Agreement, the Schuldschein Guarantee and/or any Senior Secured Note Document and "**Obligor**" means any of them;

"Parent" means INEOS Group Holdings S.A.;

"Principal Obligor" means INEOS Holdings Limited;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the assets of the Group Companies or any other person which from time to time are, or are expressed to be, the subject of the Transaction Security;

"Relevant Secured Documents" means the Senior Facilities Agreement, the Senior Secured Indentures and the Schuldschein Loan Agreement;

"Schuldschein Guarantee" means the guarantee entered into in connection with the Schuldschein Loan Agreement and made between, amongst others, certain Group Companies as Guarantors and Deutsche Bank Aktiengesellschaft;

"Secured Documents" means, together, the Senior Finance Documents and the Senior Secured Note Documents;

"Secured Obligations" means any and all obligations due, owing or incurred to the Secured Parties (or any of them) by any Obligor, any other Group Company or any other grantor of Transaction Security under or in connection with any Secured Document (including, without limitation, any amendments, supplements or restatements of any Secured Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities or any issuances of additional notes under any Secured Document (in each case to the extent permitted under the Secured Documents)) at present or in the future, in any manner whether actual and contingent, matured or unmatured, liquidated or unliquidated, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon (both before and after judgment), including, but without limitation to, all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of a Group Company and all losses incurred by any Secured Party in connection with any Secured Documents (including, without limitation, any amendments, supplements or restatements of any Secured Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities or any issuances of additional notes under any Secured Document (in each case to the extent permitted under the Secured Documents)). The Secured Obligations shall, for the avoidance of doubt, also include (i) any obligations which are (or are expressed to be) or become owing to the Security Agent under any abstract acknowledgement of debt (*abstraktes Schuldanerkenntnis*) granted in relation to the Secured Documents, (ii) any obligations which are (or are expressed to be) or become owing to the Security Agent in its capacity as the joint and several creditor (*Gesamtgläubiger*) of each and every obligation of any Obligor, any other Group Company or any other grantor of Transaction Security towards each of the Secured Parties under the Secured Documents and (iii) any non-contractual obligations arising in connection with the transactions contemplated by the Secured Documents, in particular, on the grounds of unjustified enrichment (*ungerechtfertigte Bereicherung*) and tort (*Delikt*);

"Secured Parties" means each Senior Finance Party, each Senior Secured Note Creditor, the Trustee and any Receiver or Delegate;

"Security Documents" has the meaning given to that term in the Intercreditor Deed;

"Security Interest" has the meaning given to the term "Lien" in the Senior Facilities Agreement;

"Senior Finance Documents" means the Senior Facilities Agreement, the Schuldschein Loan Agreement, the Schuldschein Guarantee and the other Senior Finance Documents (as defined in the Intercreditor Deed);

"Senior Finance Parties" has the meaning given to that term in the Intercreditor Deed;

"Senior Secured Indentures" means the 2025 Senior Secured Indenture, the 2026 Senior Secured Indenture and the 2026-2 Senior Secured Indenture;

"Senior Secured Noteholders" means the holders from time to time of the Senior Secured Notes;

"Senior Secured Notes" means the 2025 Senior Secured Notes, the 2026 Senior Secured Notes and the 2026-2 Senior Secured Notes;

"Senior Secured Note Creditors" means any Senior Secured Noteholders and the Senior Secured Notes Trustee;

"Senior Secured Note Documents" means the Senior Secured Indentures, the Senior Secured Notes, the guarantees in respect of the Senior Secured Notes granted under the Senior Secured Indentures, the Security Interests granted or to be granted for the benefit of any Senior Secured Note Creditors pursuant to the Senior Secured Note Documents, and the Intercreditor Deed;

"Swiss Bankruptcy Act" means the Swiss Federal Debt Enforcement and Bankruptcy Act (*Bundesgesetz über Schuldbetreibung und Konkurs*) of 11 April 1889, as amended from time to time; and

"Transaction Security" means the Security Interests created or expressed to be created in favour of the Security Agent or any other Secured Party pursuant to the Security Documents.

- 1.2 A reference to any person in this Agreement includes such person's successors, transferees and assignees.
- 1.3 Words importing the singular shall include the plural and vice versa unless the context requires otherwise.
- 1.4 Terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Senior Facilities Agreement (including by cross reference to any other document).
- 1.5 If:
 - (a) the Senior Discharge Date (as defined in the Intercreditor Deed) insofar as it relates to the Senior Finance Documents (as defined in the Senior Facilities Agreement) has occurred; or
 - (b) the Senior Facilities Agreement is terminated or cancelled or is for any other reason invalid, illegal or otherwise unenforceable,

then the reference in this Agreement to words and expressions being as defined in the Senior Facilities Agreement is to those words and expressions as defined immediately prior to such events.

2. TRANSFER

- 2.1 Each Transferor hereby transfers to the Security Agent title to any and all assets (fixtures (*bewegliches Anlagevermögen*) and chattels (*Umlaufvermögen*), including without limitation raw materials, work in progress and finished stock) which are currently or in the future located at the premises as set out in Schedules 1.1 and 1.2 for the respective Transferor (the "**Premises**"). For information purposes, such assets are more particularly described in the lists delivered pursuant to Clause 4.1 of this Agreement and include without limitation all those fixtures and chattels described in any list delivered after the date hereof pursuant to Clause 4.1 of this Agreement (such goods and objects which are now or hereinafter located at the Premises shall hereinafter be referred to as the "**Transferred Goods**").

- 2.2 To the extent that the relevant Transferor has only part ownership (*Miteigentum*) of the Transferred Goods or the relevant Transferor has any inchoate rights (*Anwartschaftsrechte*) in respect of the Transferred Goods, such Transferor hereby transfers to the Security Agent such part ownership or inchoate rights in respect of the Transferred Goods and it is agreed that the transfer of ownership, part ownership or inchoate rights in respect of the Transferred Goods transferred by the relevant Transferor takes place on the date hereof or on the date the relevant Transferor acquires ownership, part ownership or inchoate rights in respect of such Transferred Goods (together with the Transferred Goods referred to as the "**Transferred Assets**").
- 2.3 Each Transferor and the Security Agent agree that the transfer of title by the relevant Transferor to the Security Agent shall not be affected by the relevant Transferor relocating any of the Transferred Assets to premises other than its respective Premises. Subject to Clause 6 (*Disposal of Transferred Assets*), each Transferor undertakes towards the Security Agent that upon such relocation it shall immediately notify the Security Agent and deliver a list setting out the respective Transferred Assets and a detailed site plan of the premises following which the Transferred Assets are readily identifiable. Upon receipt of such notice and the respective site plan showing the exact locations at which such Transferred Assets are stored the relevant locations shall constitute Premises. Each Transferor's right to relocate any of the Transferred Assets to premises other than the Premises is subject to Clause 7 (*Use and Labelling of Transferred Assets*) of this Agreement.
- 2.4 In lieu of transfer of possession of the Transferred Assets to the Security Agent the parties agree that each Transferor shall hold the Transferred Assets transferred by it to the Security Agent in gratuitous custody (*unentgeltliche Verwahrung*) for the Security Agent. Each Transferor hereby further assigns all present and future claims against third parties obtaining actual possession of any of the Transferred Assets transferred by the relevant Transferor to the Security Agent, who accepts such assignment.
- 2.5 The Security Agent who is acting as security agent for the Secured Parties hereby accepts the transfers constituted hereby.
- 2.6 Each Transferor hereby approves and consents to the transfer of title by any of the other Transferors.

3. PURPOSE OF THE TRANSFER

The Transferred Assets shall serve as security for the prompt and complete satisfaction of any and all Secured Obligations.

4. LIST OF TRANSFERRED ASSETS

- 4.1 A list of Transferred Assets setting out, for each Transferor separately, (i) the nature of the Transferred Assets held at the relevant Transferor's Premises, (ii) the number or amount thereof, and (iii) the relevant weighted average purchase prices or book values, as appropriate, shall be provided to the Security Agent by each Transferor (in electronic or any other form as agreed between the relevant Transferor and the Security Agent) as of the end of every calendar quarter, or at shorter intervals if so requested by the Security Agent and if reasonably necessary to safeguard the interests of the Secured Parties.
- 4.2 The lists referred to in Clause 4.1 are for information purposes only, and if for any reason whatsoever the Transferred Assets are not, or are incompletely contained in the lists presented, then the transfer of the Transferred Assets actually located at the Premises shall not be affected thereby.
- 4.3 If any Transferor employs a third party for its bookkeeping and/or data-processing then, upon the occurrence of a Declared Default, the relevant Transferor hereby authorises the Security Agent to obtain the respective lists directly from such third party at the relevant Transferor's expense.

5. RETENTION OF TITLE ARRANGEMENTS

Each Transferor shall, where appropriate, in the ordinary course of business terminate any person's retention of title arrangements (*Eigentumsvorbehalt*) in respect of any Transferred Assets transferred by it by paying the purchase price thereof. Upon the occurrence of a Declared Default, the Security Agent shall be entitled to extinguish any retention of title arrangements by satisfying the holder thereof.

6. DISPOSAL AND TRANSFER OF TRANSFERRED ASSETS

6.1 Subject to the terms and conditions of Clause 10 (*Revocation of Rights*), the Security Agent authorises (*ermächtigt*) each Transferor to dispose of (*verfügen*) (in particular, if and to the extent such disposal is permitted under each of the Relevant Secured Documents), only temporarily relocate and otherwise deal with the Transferred Assets transferred by such Transferor to the Security Agent in its own name and for its own account (such authorisation hereinafter referred to as the "**Authorisation**"). Each Transferor shall in doing so act with the care of an orderly acting merchant (*Sorgfalt eines ordentlichen Kaufmanns*). Any permanent relocation of the Transferred Assets shall require the prior written consent of the Security Agent. Upon expiry of the Authorisation pursuant to Clause 10 (*Revocation of Rights*), the Security Agent is entitled to claim delivery of all documents pertaining to the Transferred Assets, except for any disposals permitted under the Relevant Secured Documents.

6.2 Notwithstanding anything to the contrary in this Agreement and without prejudice to Clause 2 (*Transfer*), the Security Agent hereby irrevocably authorises (*ermächtigt*) Transferor 2 to dispose of (*verfügen*) the Transferred Assets transferred by Transferor 2 to the Security Agent to Transferor 4 provided that, upon such transfer, those Transferred Assets are located at the Premises of Transferor 4 such that they remain subject to the security interest created by this Agreement.

7. USE AND LABELLING OF THE TRANSFERRED ASSETS

Subject to Clause 6 (*Disposal of Transferred Assets*) of this Agreement, each Transferor shall at its cost keep the Transferred Assets transferred by such Transferor to the Security Agent in good order (i.e. apply the care of an orderly acting merchant) at its Premises. At any time after the occurrence of a Declared Default, each Transferor shall, at the request of the Security Agent, label the Transferred Assets to show that they have been transferred for security purposes to the Security Agent.

8. USE OF THE TRANSFERRED ASSETS IN PRODUCTION PROCESS

8.1 Subject to the terms and conditions of Clause 10 (*Revocation of Rights*), the Security Agent authorises each Transferor to use the Transferred Assets transferred by such Transferor to the Security Agent free of charge (*unentgeltlich*) for and on behalf of the Security Agent in any production process carried on by (or on behalf of) such Transferor (hereinafter referred to as the "**Right to Use**") such that the Security Agent shall during every stage of the production process remain or become owner, part owner or have an inchoate right (*Anwartschaftsrecht*) in respect of the relevant Transferred Assets or the goods which are the result of such production process (such goods being hereinafter referred to as the "**New Product**").

8.2 If as a result of any production process carried on by any Transferor (whether or not by incorporation of the relevant Transferred Assets into a New Product (*Vermischung, Vermengung*) or otherwise) the Security Agent should no longer be the owner, part-owner or holder of an inchoate right (*Anwartschaftsrecht*) of the relevant Transferred Asset or of the New Product, then as soon as the relevant Transferor acquires such rights with respect to the New Product resulting therefrom, such rights shall automatically be deemed to be transferred to the Security Agent.

8.3 To the extent that any Transferor has the right to demand transfer of ownership, part ownership or inchoate rights (*Anwartschaftsrecht*), the relevant Transferor hereby assigns such rights to the Security Agent who accepts such assignment.

- 8.4 In so far as any ownership, part-ownership or any inchoate right (*Anwartschaftsrecht*) in any New Products shall hereunder pass to the Security Agent, the parties agree that in lieu of a transfer of possession of such New Products the relevant Transferor shall hold such New Products in gratuitous custody (*unentgeltliche Verwahrung*) for the Security Agent.
- 8.5 If any third party is in, or acquires, possession of any New Product, the relevant Transferor hereby assigns to the Security Agent its present and future claims to demand restitution (*Herausgabe*) thereof from such third party and the Security Agent accepts such assignment.
- 8.6 Each Transferor hereby also assigns to the Security Agent all present or future claims it may have against a third party in respect of the production process of the relevant Transferred Assets or the New Product resulting therefrom and the Security Agent accepts such assignment.

9. INSURANCE OF THE TRANSFERRED ASSETS

- 9.1 During the term of this Agreement, each Transferor shall provide the Transferred Assets with insurance cover in accordance with the provisions of the Secured Documents.
- 9.2 If required or advisable under the law governing an insurance contract entered into with respect to any of the Transferred Assets in order to protect the insurance cover regarding such Transferred Asset, each Transferor shall notify the respective insurer immediately that:
- (a) the Security Agent holds the title of the Transferred Assets;
 - (b) the Security Agent holds all rights arising from the insurance agreement;
 - (c) any payments under the insurance agreements relating to damages during the term of the transfer are to be performed directly to the Security Agent; and
 - (d) the Security Agent assumes only the rights and not the obligations arising from the insurance agreement, with the further limitation that, without the Security Agent's consent, the relevant Transferor is not entitled to a cancellation of the insurance agreement.
- 9.3 If required or advisable under the law governing an insurance contract entered into with respect to any of the Transferred Assets in order to protect the insurance cover regarding such Transferred Asset, each Transferor shall procure that the insurer submits an insurance certificate (*Versicherungsschein*) to the Security Agent.
- 9.4 Upon the Security Agent's request each Transferor shall immediately submit to the Security Agent original copies, copies or sufficient extracts of each insurance policy together with a premium receipt or other proof of payment and, upon the Security Agent's reasonable request, an esteemed insurance broker's report regarding such insurance policy.

10. REVOCATION OF RIGHTS

At any time after the occurrence of a Declared Default, the Security Agent shall be entitled to revoke the Authorisation and the Right to Use relating to the Transferred Assets transferred by each Transferor and the Security Agent may request a transfer of possession of the relevant Transferred Assets to itself.

11. RIGHT OF THIRD-PARTY PAYMENTS

- 11.1 If upon the Security Agent's request no proof is furnished that mature claims for rent, storage charges or remuneration for contracts for work and services have been satisfied by each Transferor, the Security Agent will be entitled to effect payment at the respective Transferor's expense in order to avert such third parties' liens.

- 11.2 If any Transferor has not or has not sufficiently provided for insurance cover in accordance with Clause 9 (*Insurance of the Transferred Assets*), the Security Agent is entitled to enter into an appropriate insurance agreement for the Transferred Assets at the relevant Transferor's expense.

12. RIGHT OF REALISATION

- 12.1 At any time after the occurrence of a Declared Default, the Security Agent shall be entitled to realise the Transferred Assets.
- 12.2 The Security Agent shall give the relevant Transferor five (5) Business Days' prior written notice of its intention to realise the Transferred Assets transferred by the relevant Transferor. However, such notice is not necessary if the relevant Transferor has ceased to make payments or if an application for the institution of insolvency proceedings or similar proceedings is filed by or against it. The Security Agent will only take these measures to the extent necessary to satisfy the Secured Obligations.
- 12.3 The Security Agent may, in its sole discretion, determine which of several security interests, if applicable, shall be used to satisfy the Secured Obligations.
- 12.4 To the extent legally permissible, the Security Agent has the right to sell all or part of the Transferred Assets by way of private sale to the extent necessary to satisfy any outstanding Secured Obligations. The Security Agent shall use its best endeavours to achieve the best obtainable price. With respect to Transferor 4 the parties agree that the Security Agent may either sell the Transferred Assets to a third party or acquire any and all or part of the Transferred Assets on its own behalf (*Selbsteintritt*) at the fair market value, in each case without having to initiate proceedings under, and without regard to the formalities provided for in the Swiss Bankruptcy Act.
- 12.5 Notwithstanding the provision of article 41 of the Swiss Bankruptcy Act, if applicable, the Security Agent may, in its sole discretion, determine to realise the Transferred Assets in accordance with the ordinary Swiss debt enforcement proceedings without first having to initiate proceedings for the realisation of the Transferred Assets (waiver of the *beneficium excussionis realis*). With respect to Transferor 4 the parties agree in advance that a sale pursuant to article 130 of the Swiss Bankruptcy Act (*Freihandverkauf*) shall be permitted.
- 12.6 In the case of a sale, each Transferor shall promptly provide the Security Agent with all documents of title and other documents relating to the Transferred Assets transferred by such Transferor to the Security Agent.
- 12.7 If the Security Agent sells any Transferred Assets pursuant to Clause 12.4, it may take all measures and enter into all agreements which it considers to be expedient.
- 12.8 The Security Agent may request each Transferor to sell the Transferred Assets transferred by the relevant Transferor to the Security Agent and each relevant Transferor shall promptly comply with such request. Each Transferor shall pass any payment or any other benefit obtained from such sale immediately to the Security Agent.
- 12.9 The realisation of the Transferred Assets granted by any Transferor organised in the legal form of a German limited liability company (the "**GmbH Transferor**") shall be limited as follows:
- (a) Subject to the provisions of this Clause 12.9 and notwithstanding anything to the contrary in this Agreement or in any other Secured Document, to the extent any GmbH Transferor secures liabilities of its direct or indirect shareholder(s) or any of their affiliates (other than Subsidiaries of that GmbH Transferor) the realisation of such Transferred Assets shall be limited to an amount equal to the higher of:

- (i) the aggregate of:
 - (A) any amounts directly or indirectly made available under any Secured Document to such GmbH Transferor which have not yet been repaid by that GmbH Transferor as of the date on which the Security Agent notifies the GmbH Transferor of its intention to realise the Transferred Assets (the "**Notification Date**"); and
 - (B) the amount of the net assets (*Reinvermögen*) of that GmbH Transferor as shown in a balance sheet drawn up (*Stichtagsbilanz*) as of the end of the Notification Date (the "**Available Net Assets**"); and
- (ii) the amount enforceable by operation of paragraph (c) (ii) below.

When used in this Clause 12.9, net assets (*Reinvermögen*) of a GmbH Transferor shall be calculated as the sum of the balance sheet positions shown under Section 266 (2) (A), (B), (C), (D) and (E) of the German Commercial Code (*HGB*), less the aggregate of (x) the amounts shown under balance sheet positions pursuant to Section 266 (3) (A) I, II, III (with respect to II and III to the extent that reserves cannot be released under the then current circumstances) and IV (to the extent losses are carried forward) and V (to the extent there is an annual loss), (B), (C), (D) and (E) of the German Commercial Code (but disregarding, for the avoidance of doubt, any financial indebtedness which is subordinated to any financial indebtedness outstanding under the Secured Documents (including indebtedness in respect of guarantees for financial indebtedness which is so subordinated)) and (y) its non-distributable assets pursuant to Section 268 (8) of the German Commercial Code (*HGB*).

Further, any increases of the registered capital (*Stammkapital*) of such GmbH Transferor effected after the date of this Agreement without the prior written consent of the Instructing Group and any indebtedness incurred in violation of the Secured Documents shall be disregarded.

- (b) Each GmbH Transferor shall, if:
 - (i) it has been notified of the intention of the Security Agent to realise the Transferred Assets; and
 - (ii) there continue to be outstanding claims against any Obligor, other member of the Group and/or any other grantor of Transaction Security under the terms of any of the Secured Documents after application of paragraph (a),

realise, within a period of three months after the Notification Date, to the extent legally permitted, any and all of its assets which have a fair market value which is materially higher than the book value (or if there is no book value allocated to this asset), if such realisation is commercially justifiable with respect to the cost and efforts involved and, to the extent that any asset is essential for its business, shall only realise such asset if such realisation does not affect the ability of such GmbH Transferor to use that asset or the relevant part of its business can be carried on from other sources without use of such asset. After the expiry of such three month period the relevant GmbH Transferor shall, within three Business Days, notify the Security Agent of the amount of the proceeds from the sale and submit an accompanying statement to the Security Agent stating the amount of the Available Net Assets of such GmbH Transferor, recalculated to take into account such proceeds. Such recalculation shall, upon the Security Agent's request (such request to be delivered not later than three (3) Business Days after receipt by the Security Agent of such recalculation), be confirmed by its auditors within a period of thirty (30) Business Days following the respective request.

- (c) The parties agree that:
- (i) a notification of the Security Agent's intention to realise the Transferred Assets may, subject to the preconditions and terms of this Clause 12 (*Right of Realisation*) be delivered for any amount due and payable under the Secured Obligations and considered appropriate for enforcement by the Security Agent (the "**Enforcement Amount**");
 - (ii) the Enforcement Amount may be enforced against the GmbH Transferor unless the GmbH Transferor notifies the Security Agent upon receiving such realisation notice within a period of fifteen (15) Business Days that the Enforcement Amount exceeds the Available Net Assets together with calculations of such excess (the Available Net Assets, upon request by the Security Agent, to be confirmed by such GmbH Transferor's auditors within a period of further thirty (30) Business Days following the respective request);
 - (iii) irrespective of any notice given in accordance with paragraph (c)(ii) the Security Agent may immediately realise the Transferred Assets in an amount equal to the aggregate of:
 - (A) any amounts directly or indirectly made available under any Secured Document to a GmbH Transferor which have not yet been repaid by that GmbH Transferor as of the Notification Date; and
 - (B) the amount of the net assets (*Reinvermögen*) of that GmbH Transferor as shown in its financial statements (unaudited or audited, as the case may be) most recently delivered to the Security Agent (the "**Communicated Net Assets**"), unless the relevant GmbH Transferor provides evidence reasonably satisfactory to the Security Agent that an immediate realisation of the Transferred Assets in an amount equivalent to the Communicated Net Assets (excluding, for the avoidance of doubt any amounts referred to under sub-paragraph (c) (iii) (A) above) would require its management to file for insolvency for reasons of an inability to pay its debts as they fall due (*Zahlungsunfähigkeit*), in which case to such extent no such immediate enforcement will be permitted.
 - (iv) if calculations in accordance with sub-paragraph (c) (ii) are provided and the Available Net Assets exceed the amount of the Communicated Net Assets, the Security Agent shall be entitled to realise the Transferred Assets in an amount equal to such excess after expiry of the first period of fifteen (15) Business Days referred to in sub-paragraph (c) (ii) or, if the Security Agent has requested a confirmation of such calculations by such GmbH Transferor's auditors, after the expiry of the further period of thirty (30) Business Days referred to in sub-paragraph (c) (ii);
 - (v) if calculations in accordance with sub-paragraph (c) (ii) are provided and the Available Net Assets are lower than the amount of the Communicated Net Assets and the Transferred Assets have been realised under sub-paragraph (c) (iii) (B), the balance shall be repaid by the Security Agent to the respective GmbH Transferor within five Business Days after expiry of the first period of fifteen (15) Business Days referred to in sub-paragraph (c) (ii) or, if the Security Agent has requested a confirmation of such calculations by such GmbH Transferor's auditors, within three Business Days after the expiry of the further period of thirty (30) Business Days referred to in sub-paragraph (c) (ii);
 - (vi) in respect of any additional amount pursuant to paragraph (b) the Security Agent may realise the Transferred Assets after expiry of the three months period set forth in paragraph (b) or, if the Security Agent has requested a confirmation of the recalculation of the Available Net Assets pursuant to

paragraph (b), after expiry of the period of further thirty (30) Business Days referred to in the last sentence of paragraph (b). Should the statement on the recalculated Available Net Assets pursuant to paragraph (b) or, as the case may be, the confirmation of such recalculation by its auditors, not be provided to the Security Agent within the time periods set forth in paragraph (b), the Security Agent shall be entitled to realise the Transferred Assets in an amount equal to the net proceeds from the sale of the assets pursuant to paragraph (b) after expiry of the relevant time period referred to in paragraph (b); and

- (vii) to the extent that a GmbH Transferor does not secure any amounts directly or indirectly made available under any Secured Document to a GmbH Transferor which have not yet been repaid by that GmbH Transferor as of the Notification Date, if the Security Agent notifies a GmbH Transferor of its intention to realise the Transferred Assets and the respective GmbH Transferor promptly notifies the Security Agent that such realisation (or the realisation of any particular Transferred Asset (taking into account the limitations set forth in this Clause 12.9) would oblige its management to file for insolvency for reasons of an inability to pay its debts as they fall due (*Zahlungsunfähigkeit*), the Security Agent will, without prejudice to any rights it may have under this Agreement, discuss with the respective GmbH Transferor ways to avoid the insolvency of that GmbH Transferor.
- (d) The restrictions pursuant to paragraph (a) above shall not apply:
 - (i) when, at a Notification Date the restrictions under paragraph (a) are, due to a change of the applicable laws, the interpretation thereof or otherwise, not required to protect the managing directors of the relevant GmbH Transferor or of any of its direct or indirect shareholders from the risk of personal liability;
 - (ii) if the GmbH Transferor (as dominated entity) is subject to a domination and/or profit and loss pooling agreement (*Beherrschungs- und/oder Gewinnabführungsvertrag*) (within the meaning of Section 291 of the German Stock Corporation Act (*Aktiengesetz*)) on the date of the enforcement of the security interests created hereunder, but only if and to the extent that it may reasonably be expected (applying the due care of an ordinary businessman (*Sorgfalt eines ordentlichen Kaufmanns*)) that such GmbH Transferor is able to recover the annual loss (*Jahresfehlbetrag*) which the dominating entity is obliged to pay pursuant to Section 302 of the German Stock Corporation Act; or
 - (iii) if and to the extent the GmbH Transferor holds on the date of the enforcement of the security interests created hereunder a fully recoverable indemnity or claim for refund (*vollwertiger Gegenleistungs- oder Rückgewähranspruch*) (within the meaning of Section 30 (1) sentence 2 of the German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*)) against its shareholder covering at least the relevant amount enforced under the security interests.
- (e) This Clause 12.9 (a) through (d) shall apply mutatis mutandis to a Transferor organised as a limited liability partnership (*GmbH & Co. KG*) with a GmbH as its sole general partner, provided that in such case and for the purpose of this Clause 12.9 only any reference to such Transferor's net assets (*Reinvermögen*) shall be deemed to be a reference to the net assets (*Reinvermögen*) of such Transferor and its general partner (*Komplementär*) on a pro forma consolidated basis.

12.10 After the complete, unconditional, irrevocable and full payment and discharge of all Secured Obligations any remaining proceeds resulting from the enforcement of the security interests granted hereunder (or part thereof) shall be transferred to the respective Transferor at the cost and expense of such Transferor.

13. RETRANSFER OF TRANSFERRED ASSETS

- 13.1 Upon complete and irrevocable satisfaction of the Secured Obligations, the Security Agent shall at the request and cost of the relevant Transferor retransfer the Transferred Assets to the relevant Transferor, who shall accept such retransfer and surrender the excess proceeds, if any, resulting from any realisation thereof. The Security Agent will, however, transfer any Transferred Assets to a third person if and to the extent so required by law.
- 13.2 At any time when the total value of the aggregate security granted by the Transferors and the other Obligors to secure the Secured Obligations (the "**Security**") which can be expected to be realised in the event of an enforcement of the Security (*realisierbarer Wert*) exceeds 110% of the Secured Obligations (the "**Limit**") not only temporarily, the Security Agent shall upon the demand of any Transferor retransfer or release such part of the Security (*Sicherheitenfreigabe*) as the Security Agent may in its reasonable discretion determine so as to reduce the realisable value of the Security to the Limit.
- 13.3 Each Transferor and the Security Agent agree that for the purpose of determining the realisable value of the Transferred Assets the following valuation procedures shall apply: The realisable value of the Transferred Assets purchased by the relevant Transferor shall be established on the basis of the purchase price, and for the Transferred Assets manufactured by the relevant Transferor on the basis of the cost price. If, however, the actual market value at the time of evaluation is lower, this lower present market value shall apply instead. This value shall then be reduced by the value of the Transferred Assets to which third parties have superior rights (e.g. a retention of title, a security transfer for security purposes, a lien). The amount of reduction is, however, limited to the amount of the third parties' secured claims.
- 13.4 In case the Transferred Assets form part of any Transferor's current assets (*Umlaufvermögen*) the value determined in accordance with the aforementioned valuation procedures shall be reduced by 20%, due to any possible deficiencies in realisation proceeds (e.g. in case of a forced sale or outdated Transferred Assets). In case the Transferred Assets form part of any Transferor's fixed assets (*Anlagevermögen*) the value determined in accordance with the aforementioned valuation procedures shall be reduced by 35%, due to any possible deficiencies in realisation proceeds (e.g. in case of a forced sale or outdated Transferred Assets).
- 13.5 In case the realisable value of the Security has decreased below the Limit (or would decrease below this amount immediately upon a drawdown permitted under the Senior Facilities Agreement) and provided any Transferor has exercised its right for release of security, each Transferor has, upon receipt of a notification by the Security Agent, to grant (or procure to be granted) additional security to the Security Agent without undue delay, however, at the latest within ten days to the extent that the ratio of the thereby increased Security in relation to the Secured Obligations remains 110 to 100 at all times.
- 13.6 Each Transferor and the Security Agent may agree on a different value or valuation procedures in respect of the total value of the Transferred Assets and the expected value to be realised in the event of a realisation of the Transferred Assets provided that the agreed values or valuation procedures have proven to have materially increased or materially decreased as a result of any change of circumstance.

14. RIGHT OF INSPECTION

- 14.1 Each Transferor undertakes to provide the Security Agent promptly at its request (acting reasonably) with all information and documents which are necessary for perfecting and/or enforcing the respective security created hereby.
- 14.2 Each Transferor authorises the Security Agent during the term of this Agreement and upon not less than 24 hours' notice to inspect the Transferred Assets transferred by it to the Security Agent at the relevant Premises during normal business hours, or to have them inspected by a duly authorised representative.

- 14.3 To the extent that the relevant Transferred Assets are in the possession of a third party, the relevant Transferor hereby instructs such third party to allow inspection by the Security Agent of the relevant Transferred Assets at such third party's Premises.

15. BOOKKEEPING AND DATA-PROCESSING

- 15.1 If proof or documents which are necessary to identify the Transferred Assets have been handed over by any Transferor to a third party (in particular a bookkeeping firm or a tax consultant) the respective Transferor hereby assigns to the Security Agent, who accepts such assignment, its right to demand from such third party the return of the information and documents. Upon the occurrence of a Declared Default, each Transferor hereby undertakes to instruct the third party to provide the Security Agent upon its demand (acting reasonably) with such information and documents which are necessary to perfect and/or enforce the relevant security created hereby.
- 15.2 If details concerning the Transferred Assets or any part thereof have been stored in an electronic data processing system, then upon the occurrence of a Declared Default, each Transferor shall allow the Security Agent and its designees access to the computer, including the peripheral equipment and all data concerning the Transferred Assets transferred by it or any part thereof. Moreover, software operators shall be made available insofar as so required, and any assistance required shall be provided to the Security Agent. If a third party handles the electronic processing of data, then upon the occurrence of a Declared Default each Transferor hereby assigns to the Security Agent, who accepts such assignment, all rights against such third party relating to these services, and instructs such third party to handle the processing of data for the Security Agent upon its demand (acting reasonably) as it did for the respective Transferor.
- 15.3 For the avoidance of doubt, nothing contained in or contemplated by this Agreement shall require any Transferor to act in violation of the German Data Protection Act (*Bundesdatenschutzgesetz*).

16. UNDERTAKINGS OF THE TRANSFERORS

During the term of this Agreement, each Transferor undertakes to the Security Agent (except as otherwise agreed in, or permitted under, the Relevant Secured Documents or this Agreement):

- 16.1 to take all actions or make all declarations the Security Agent may require for perfecting, protecting or enforcing the security interests intended to be created by this Agreement at the relevant Transferor's own cost and expense;
- 16.2 not to create or permit to subsist any encumbrance over all or any of the Transferred Assets transferred by it or any interest therein or otherwise sell, transfer or dispose of the whole or any part of such Transferred Assets or any interest therein (including, for the avoidance of doubt, any transfer by means of universal or partial succession (*Gesamtrechtsnachfolge*, *partielle Gesamtrechtsnachfolge*)) or knowingly do or permit to be done, anything which might reasonably be expected to depreciate, jeopardise or otherwise directly or indirectly prejudice the value of such Transferred Assets or any interest therein and to refrain from any acts or omissions the purpose or effect of which is or would be that rights of the relevant Transferor or the Transferred Assets cease to exist or are encumbered in any way;
- 16.3 to obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the laws and regulations applicable to enable the respective Transferor lawfully to enter into and perform its obligations under this Agreement and to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement;
- 16.4 to notify the Security Agent promptly (*unverzüglich*) of any event or circumstance which might reasonably be expected to have a material adverse effect on the respective security interest granted by it hereunder;

- 16.5 to notify the Security Agent without undue delay of any attachment (*Pfändung*) and/or any third parties bringing claims of which it becomes aware in respect of the Transferred Assets transferred by it or any part thereof or any other measures which could jeopardise the Secured Parties' rights relating to the Transferred Assets transferred by it or materially impair its value. In case of an attachment, the relevant Transferor shall deliver to the Security Agent a copy of the attachment order (*Pfändungsbeschluss*) and all other documents necessary to object against the attachment and the relevant Transferor shall inform the relevant attaching creditor immediately about the Security Agent's security interests.

17. REPRESENTATIONS AND WARRANTIES

Each Transferor represents and warrants to the Security Agent that:

- 17.1 at the date hereof it is validly existing under the laws of the Federal Republic of Germany or any other relevant jurisdiction and neither unable to pay its debts as and when they fall due (*zahlungsunfähig*), over-indebted (*überschuldet*) nor subject to imminent illiquidity (*drohende Zahlungsunfähigkeit*) within the meaning of Sections 17, 18 and 19 of the German Insolvency Code (*Insolvenzordnung*) or any comparable law or provision under any other applicable law or jurisdiction nor subject to any insolvency proceedings (*Insolvenzverfahren*) or equivalent proceedings under any applicable law;
- 17.2 the validity and enforceability of this Agreement is not subject to any consent or other (legal or non-legal) requirement or condition which has not been obtained, and a shareholders' resolution and/or board resolution approving this Agreement has been obtained, where necessary;
- 17.3 it is not subject to any restriction (other than the restrictions provided for in the Secured Documents) which would prevent it from entering into, and has the corporate power and the authority to enter into, this Agreement; and
- 17.4 it or any of the other Transferors owns and has the unrestricted power to dispose of, the Transferred Assets transferred or purported to be transferred by it under this Agreement and that such Transferred Assets are free from any rights of third parties (including pre-emption rights) and in each case free from encumbrances and can be freely transferred other than (i) liens arising under mandatory law or (ii) contractual liens which are customary in the trade of the relevant Transferor or (iii) as may be otherwise permitted under the Relevant Secured Documents.

18. INDEMNITY

- 18.1 The Security Agent shall not be liable for any loss or damage suffered by any Transferor save in respect of such loss or damage which is suffered as a result of the wilful misconduct or gross negligence of the Security Agent.
- 18.2 Each Transferor will indemnify the Security Agent and keep the Security Agent or attorney, manager, agent or other person appointed by the Security Agent indemnified against any losses, actions, claims, expenses, demands and liabilities which may be incurred by or made against the Security Agent for anything done or omitted in the exercise or purported exercise of the powers contained herein and occasioned by any breach of any Transferor of any of its obligations or undertakings herein contained other than to the extent that such losses, actions, claims, expenses, demands and liabilities are incurred or made against the Security Agent as a result of the wilful misconduct or gross negligence of the Security Agent.

19. ASSIGNEES AND TRANSFEREES

This Agreement shall be binding upon the parties hereto and their respective successors in law. The Security Agent shall be entitled to assign or otherwise transfer any and all of its rights and duties under this Agreement to third parties. None of the Transferors shall be entitled to such transfer. The parties hereto hereby agree that any person who is an assignee and transferee

of a Secured Party pursuant to the Secured Documents, upon such assignment and transfer being effected, becomes a Secured Party for the purposes of this Agreement.

20. DURATION AND INDEPENDENCE

- 20.1 This Agreement shall remain in full force and effect until complete satisfaction of the Secured Obligations. This Agreement shall not cease to exist if the Secured Obligations have only temporarily been discharged.
- 20.2 This Agreement shall create a continuing security and no change, amendment, supplement or novation whatsoever in the Senior Facilities Agreement or in any other Secured Document shall affect the validity or the scope of this Agreement nor the obligations which are imposed on the Transferors hereunder.
- 20.3 This Agreement is independent from any other security or guarantee which may have been or will be given to the Secured Parties or the Security Agent with respect to any obligation of any Transferor. None of such other security interests shall prejudice, or shall be prejudiced by, or shall be merged in any way with, this Agreement.
- 20.4 Waiving Section 418 of the German Civil Code, the Transferors hereby agree that the security created hereunder shall not be affected by any transfer or assumption of the Secured Obligations to, or by, any third party. The security interests granted hereunder shall also cover any future extension of the Secured Obligations.

21. COSTS AND EXPENSES

All reasonable costs, charges, fees and expenses together with any applicable value added tax arising from this Agreement or reasonably incurred in connection with its preparation, execution, amendments, restatements, novation, waivers, consents or suspension of rights or any proposal for any of the same (in each case including fees for legal advisers) relating to this Agreement shall be borne by the Transferors on a joint and several basis.

22. NOTICES AND LANGUAGE

- 22.1 Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally, or sent by mail, fax transmission or cable (the latter two to be affirmed in writing) to the following addresses:

to the Transferors:

INEOS MANUFACTURING DEUTSCHLAND GMBH INEOS KÖLN GMBH

Address: Alte Straße 201
D-50769 Köln
Germany

Email: patrick.giefers@ineos.com
Fax: +49 (0) 221-3555-161362
Attention: Dr. Patrick Giefers / Dr. Axel Göhr

INEOS PHENOL GMBH

Address: Dechenstraße 3
D-45966 Gladbeck
Germany

E-mail: benie.marotz@ineos.com
Fax: +49 2043 958 910

Attention: Benie Marotz

INEOS OXIDE LIMITED

Address: Hawkslease
Chapel Lane, Lyndhurst
Hampshire SO43 7FG
United Kingdom

Email: yasin.ali@ineos.com
Fax: +44 23 8028 7069

Attention: Yasin Ali

INEOS EUROPE AG

Address: 3 avenue des Uttins,
1180 Rolle, Switzerland

Email: florence.bardot@ineos.com
Fax: +41 2 1627 7045

Attention: Florence Bardot

to the Security Agent:

BARCLAYS BANK PLC
in its capacity as Security Agent

Address: 1 Churchill Place
Canary Wharf,
London E14 5HP
United Kingdom

Fax: + 44 (0) 20 7773 4893
Email: lee.xc.smith@barclays.com
Attention: Lee Smith

or to such address as the recipient may have notified in writing. Proof of posting or dispatch of any notice or communication to any Transferor shall be deemed (*widerlegbare Vermutung*) to be proof of receipt in the case of a letter, on the second Business Day in the country of receipt after posting and in the case of a fax transmission or cable on the Business Day in the country of receipt immediately following the date of its dispatch.

- 22.2 Any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail, except that where a German translation of a legal term appears in such text, the German translation shall prevail.

23. PARTIAL INVALIDITY; NO IMPLIED WAIVER

- 23.1 Without prejudice to any other provision hereof, if at any time any one (or more) provision(s) hereof is or becomes invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, or if the parties become aware of any omission (*Vertragslücke*) hereto of any terms which were intended to be included in this Agreement, such invalidity, illegality, unenforceability in such jurisdiction or with respect to such party or parties or such omission

shall not, to the fullest extent permitted by applicable law, render invalid, illegal or unenforceable such provision or provisions in any other jurisdiction or with respect to any other party or parties hereto and shall not affect or impair the validity, legality and enforceability of the remaining provisions hereof. Such invalid, illegal or unenforceable provision or such omission shall be deemed to be replaced by the parties with a provision which comes as close as reasonably possible to the commercial intentions of the invalid, illegal, unenforceable or omitted provision.

- 23.2 No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law.

24. COUNTERPARTS AND AMENDMENTS

This Agreement may be executed in any number of counterparts each of which when so executed shall constitute one and the same Agreement. Any amendments, changes or variations to this Agreement, including this Clause 24, shall be made in writing, unless notarial form by operation of law is required.

25. CHOICE OF LAW

This Agreement is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany.

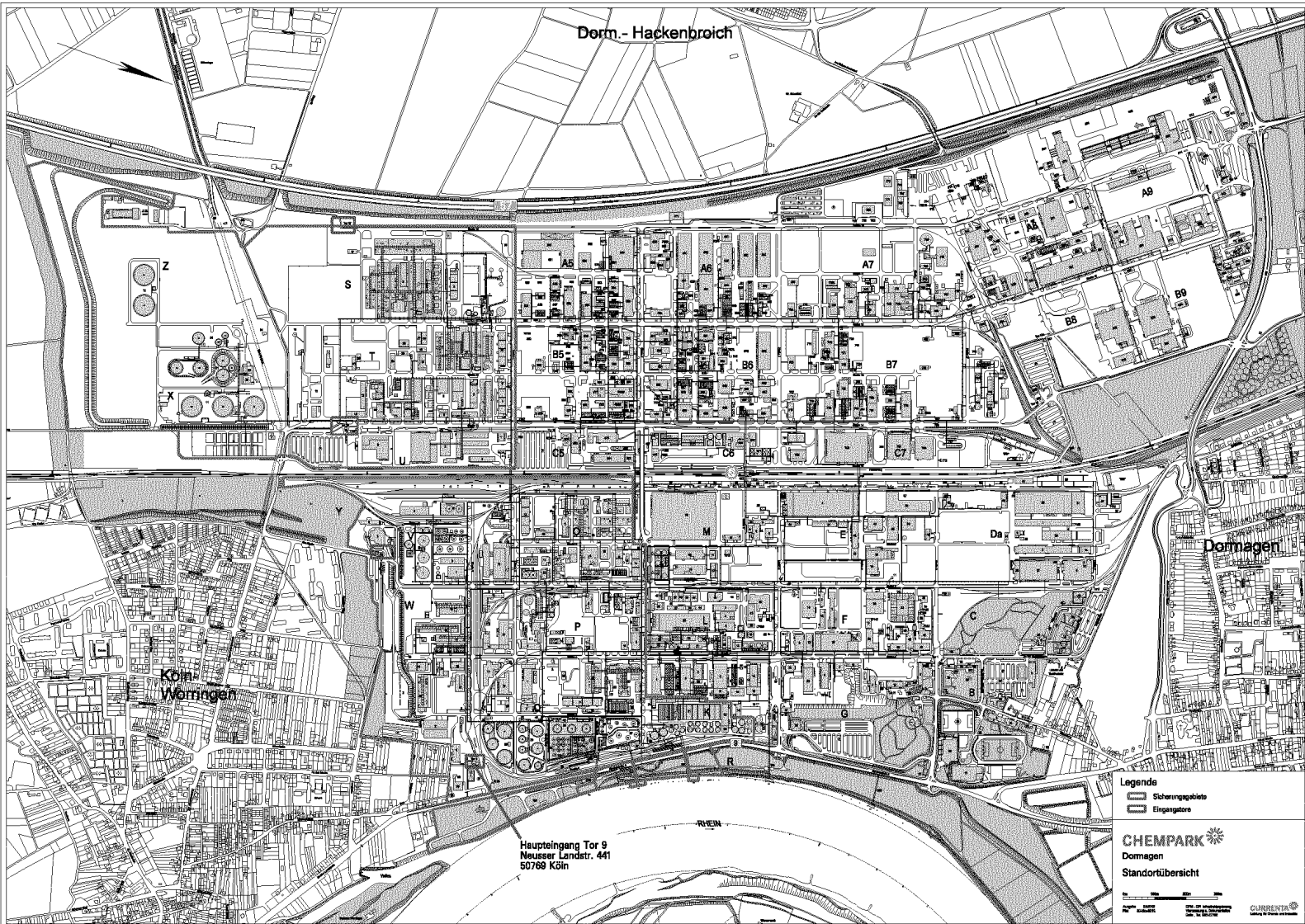
26. PLACE OF JURISDICTION AND PERFORMANCE

- 26.1 Each of the parties hereto irrevocably agrees that the District Court (*Landgericht*) in Frankfurt am Main, Federal Republic of Germany, shall, subject to Clause 26.2 below, have exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement and, for such purposes, irrevocably submits to the jurisdiction of such court.
- 26.2 The submission to the jurisdiction of the court referred to in Clause 26.1 shall not (and shall not be construed so as to) limit the right of the Security Agent to take proceedings against any Transferor in any other court of competent jurisdiction, nor shall the taking of proceedings against any Transferor in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.
- 26.3 Place of performance (*Erfüllungsort*) is Frankfurt am Main.

SCHEDULE 1.1

SITE PLAN OF PREMISES OF TRANSFERORS 1, 3, 4 AND 5

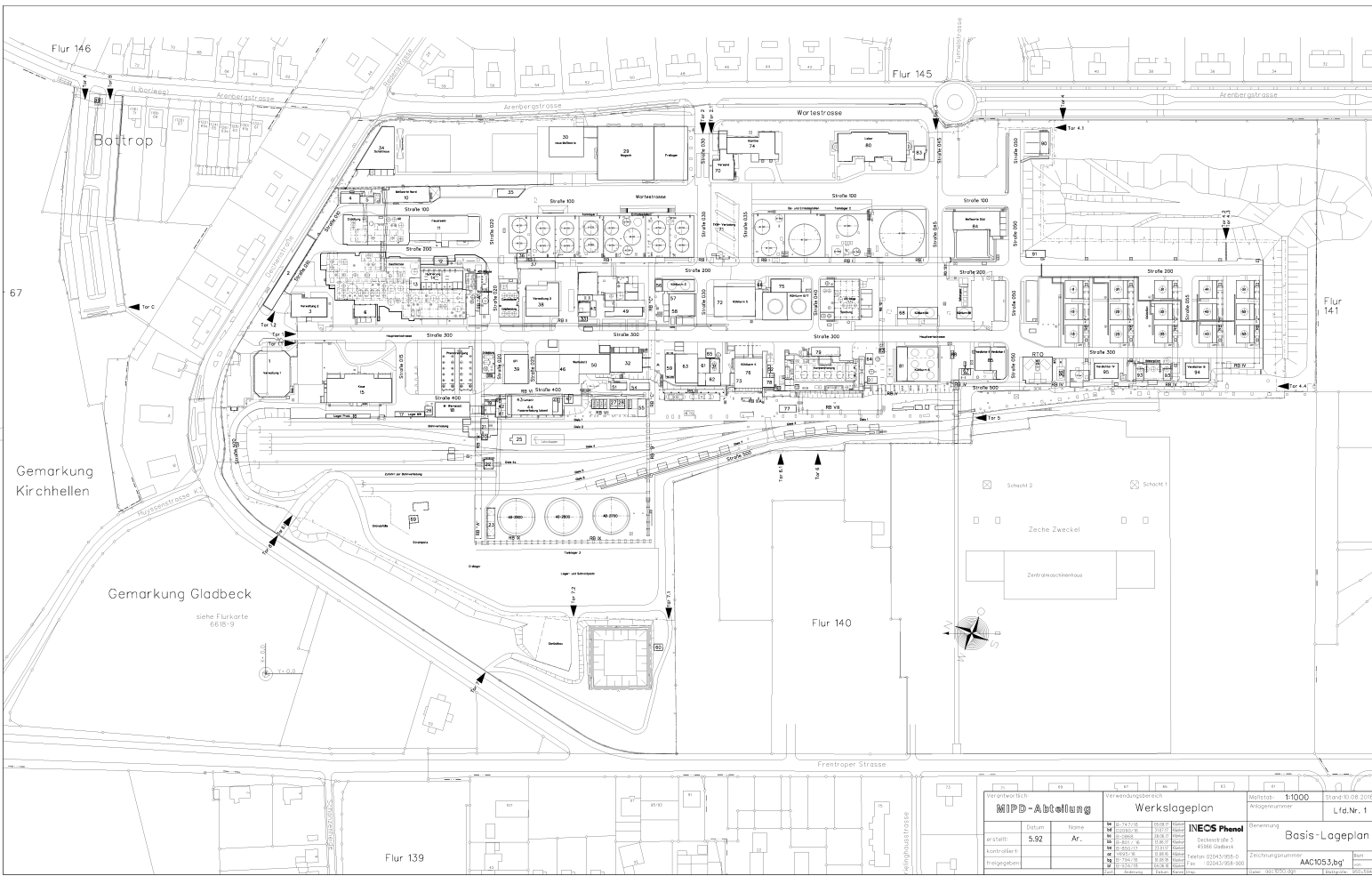
Site plan follows on next page



SCHEDULE 1.2

SITE PLAN OF PREMISES OF TRANSFERORS 2 AND 4

Site plan follows on next page



Verantwortlich:		Stempelbereich:		Maßstab: 1:1000		Stand: 1.03.2018	
MIPD-Abteilung		Werkslageplan		Blattnummer:		Lfd.Nr. 1	
erstellt:	Datum	Name	M	16.10.18	INECS Phenol	Genehmigung	
5.92	Ar.		M	02.09.18		Basis-Lageplan	
kontrolliert:			M	02.09.18		Zeichnungsnummer: AAC1053.bg	
freigegeben:			M	02.09.18		Lage: 40.7500 50	
			M	02.09.18		E-Mail: 40.7500 50	
			M	02.09.18		Fax: 02043-658-900	
			M	02.09.18		E-Mail: 40.7500 50	

EXECUTION PAGES

INEOS PHENOL GMBH

as Security Grantor 1

By:

Name:

WILLIAM POLLARD

INEOS MANUFACTURING DEUTSCHLAND GMBH

as Security Grantor 2

By:

Name:

WILLIAM POLLARD

INEOS PHENOL VERWALTUNGSGESELLSCHAFT MBH

as Security Grantor 3

By:

Name:

WILLIAM POLLARD

INEOS KÖLN GMBH

as Security Grantor 4

By:

Name:

WILLIAM POLLARD

INEOS EUROPE AG

as Security Grantor 5

By:

Name:

WILLIAM POLLARD

INEOS OXIDE LIMITED

as Security Grantor 6

By:

Name:

WILLIAM POLLARD

INEOS KÖLN VERWALTUNGS GMBH

as Security Grantor 7

By:

Name:

WILLIAM POLLARD

INEOS KÖLN BETEILIGUNGS GMBH & CO. KG

as Security Grantor 8

By:

Name:

WILLIAM POLLARD

INEOS DEUTSCHLAND GMBH

as Security Grantor 9

By:

Name:

WILLIAM POLLARD

INEOS DEUTSCHLAND HOLDING GMBH

as Security Grantor 10

By:

Name:

WILLIAM POLLARD

BARCLAYS BANK PLC

as Security Agent

By:

Name:

LEE SMITH