



Registration of a Charge

Company Name: **INEOS OXIDE LIMITED**

Company Number: **03545207**



XCXRM0GH

Received for filing in Electronic Format on the: **27/02/2024**

Details of Charge

Date of creation: **06/02/2024**

Charge code: **0354 5207 0098**

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 0098

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th February 2024 and created by INEOS OXIDE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th February 2024 .

Given at Companies House, Cardiff on 29th February 2024

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 6 February 2024

**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

Morgan Lewis

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THIS AMENDMENT AND CONFIRMATION AGREEMENT RELATING TO SECURITY AGREEMENTS (this "**Agreement**") is made on 6 February 2024

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) On 16 February 2023, the Senior Secured Note Issuer has further issued US\$ 425,000,000 6 3/4% senior secured notes due 2028 and 6 5/8% EUR 400,000,000 senior secured notes due 2028 (together the "**2028 Senior Secured Notes**") under the indenture dated as of 16 February 2023 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 "**2028 Senior Secured Indenture**").
- (H) On or about the date of this Agreement, the Senior Secured Note Issuer will further have issued US\$ 725,000,000 7 1/2% senior secured notes due 2029 and 6 3/8% EUR

850,000,000 senior secured notes due 2029 (the "**New Senior Secured Notes**") under the indenture dated on or about the date of this Agreement 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 "**New Senior Secured Indenture**").

- (I) 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, on 29 October 2020, on 8 November 2021, on 8 November 2022 and on 16 February 2023 and as further amended, restated, refinanced, replaced, supplemented and/or waived from time to time, the "**Existing Senior Facilities Agreement**").
- (J) 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 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**").
- (K) In order to secure the obligations under or in connection with the Senior Facilities Agreement, the 2025 Senior Secured Notes, the 2026 Senior Secured Notes, the 2026-2 Senior Secured Notes and the 2028 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, on 29 October 2020, 8 November 2021, on 8 November 2022 and on 16 February 2023 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, on 29 October 2020, on 8 November 2021, on 8 November 2022 and on 16 February 2023) 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, on 29 October 2020, on 8 November 2021, on 8 November 2022 and on 16 February 2023) 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, on 29 October 2020, on 8 November 2021, on 8 November 2022 and on 16 February 2023 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 (K) are collectively referred to as the "**Security Agreements**".

- (L) 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.
- (M) 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 and amendment 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.
- (N) 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 and the Senior Secured Notes.
- (O) 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

Morgan Lewis

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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, on 8 November 2021, on 8 November 2022, on 16 February 2023 and on 6 February 2024

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) On 16 February 2023, the Senior Secured Note Issuer has further issued US\$ 425,000,000 6 3/4% senior secured notes due 2028 and 6 5/8% EUR 400,000,000 senior secured notes due 2028 (together the **"2028 Senior Secured Notes"**) under the indenture dated as of 16 February 2023 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 **"2028 Senior Secured Indenture"**).
- (H) On or about the date of this Agreement, the Senior Secured Note Issuer will further have issued US\$ 725,000,000 7 1/2% senior secured notes due 2029 and 6 3/8% EUR 850,000,000 senior secured notes due 2029 (the **"New Senior Secured Notes"**) under the indenture dated on or about the date of this Agreement 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 **"New Senior Secured Indenture"**).
- (I) 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, on 29 October 2020, on 8 November 2021, on 8 November 2022 and on 16 February 2023 and as further amended, restated, refinanced, replaced, supplemented and/or waived from time to time, the **"Existing Senior Facilities Agreement"**).
- (J) In order to secure the obligations under or in connection with the Senior Facilities Agreement, the 2025 Senior Secured Notes, the 2026 Senior Secured Notes, the 2026-2 Senior Secured Notes and the 2028 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, on 29 October 2020, on 8 November 2021, on 8 November 2022 and on 16 February 2023 and supplemented pursuant to a supplemental agreement dated 23 March 2018.

- (K) 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 and amendment 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.
- (L) 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, Clause 14.09 of the 2026-2 Senior Secured Indenture, Clause 14.09 of the 2028 Senior Secured Indenture and/or the relevant clause in the New 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.
- (M) 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 or the Senior Secured Indentures;

"Excluded Insurances" means any insurance of any Assignor (as counterparty or as (co-)insured person):

- (a) which intends to compensate or cover the relevant Assignor for any payments made or to be made to a third party (e.g., liability, accident, health and life insurances, D&O insurances and any legal expenses insurance); and
- (b) which insures vehicles that are subject to lease arrangements to the extent such insurances are not already covered by paragraph (a) above.

"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 (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 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 and the Senior Secured Indentures;

"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

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 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, the 2026-2 Senior Secured Indenture, the 2028 Senior Secured Indentures and the New 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, the 2026-2 Senior Secured Notes, the 2028 Senior Secured Notes and the New 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.
- 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 1 or Schedule 2, 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.
- 13.6 If and as soon as any of the Assignors has become an Unrestricted Subsidiary, then, without any further notice or declaration needed from any of the parties to this Agreement,
- (a) the Collateral assigned under this Agreement by such Unrestricted Subsidiary to the Security Agent (such Collateral the "**Released Collateral**") shall be re-assigned to the relevant Assignor; each Assignor already hereby accepts such re-assignment of the Released Collateral;
 - (b) the Assignor that has become an Unrestricted Subsidiary shall be released from any obligations under this Agreement; and
 - (c) upon the request of the Assignor that has become an Unrestricted Subsidiary, the Security Agent shall promptly confirm, as a matter of record, the release and re-assignment of the Released Collateral.

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) 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
- (j) 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

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, on 8 November 2021, on 8 November 2022, on 16 February 2023 and on [●] February 2024) 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, on 8 November 2021, on 8 November 2022, on 16 February 2023 and on [●] February 2024) 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 2

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, on 8 November 2021, on 8 November 2022, on 16 February 2023 and on [●] February 2024) 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, on 8 November 2021, on 8 November 2022, on 16 February 2023 and on [●] February 2024) 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

Morgan Lewis

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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, on 8 November 2021, on 8 November 2022, on 16 February 2023 and on 6 February 2024

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) On 16 February 2023, the Senior Secured Note Issuer has further issued US\$ 425,000,000 6 3/4% senior secured notes due 2028 and 6 5/8% EUR 400,000,000 senior secured notes due 2028 (together the **"2028 Senior Secured Notes"**) under the indenture dated as of 16 February 2023 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 **"2028 Senior Secured Indenture"**).
- (H) On or about the date of this Agreement, the Senior Secured Note Issuer will further have issued US\$ 725,000,000 7 1/2% senior secured notes due 2029 and 6 3/8% EUR 850,000,000 senior secured notes due 2029 (the **"New Senior Secured Notes"**) under the indenture dated on or about the date of this Agreement 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 **"New Senior Secured Indenture"**).
- (I) 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, on 29 October 2020, on 8 November 2021, on 8 November 2022 and on 16 February 2023 and as further amended, restated, refinanced, replaced, supplemented and/or waived from time to time, the **"Existing Senior Facilities Agreement"**).

- (J) In order to secure the obligations under or in connection with the Senior Facilities Agreement, the 2025 Senior Secured Notes, the 2026 Senior Secured Notes, the 2026-2 Senior Secured Notes and the 2028 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, on 29 October 2020, on 8 November 2021, on 8 November 2022 and on 16 February 2023.
- (K) 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 and amendment 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.
- (L) 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, Clause 14.09 of the 2026-2 Senior Secured Indenture, Clause 14.09 of the 2028 Senior Secured Indenture and/or the relevant clause under the New 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.
- (M) 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 or the Senior Secured Indentures;

"Excluded Insurances" means any insurance of any Assignor (as counterparty or as (co-)insured person):

- (a) which intends to compensate or cover the relevant Assignor for any payments made or to be made to a third party (e.g., liability, accident, health and life insurances, D&O insurances and any legal expenses insurance); and
- (b) which insures vehicles that are subject to lease arrangements to the extent such insurances are not already covered by paragraph (a) above.

"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 (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 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 and the Senior Secured Indentures;

"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 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 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, the 2026-2 Senior Secured Indenture, the 2028 Senior Secured Indenture and the New 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, the 2026-2 Senior Secured Notes, the 2028 Senior Secured Notes and the New 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.
- 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 1 or Schedule 2, 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.
- 13.6 If and as soon as any of the Assignors has become an Unrestricted Subsidiary, then, without any further notice or declaration needed from any of the parties to this Agreement,
- (a) the Collateral assigned under this Agreement by such Unrestricted Subsidiary to the Security Agent (such Collateral the "**Released Collateral**") shall be re-assigned to the relevant Assignor; each Assignor already hereby accepts such re-assignment of the Released Collateral;
 - (b) the Assignor that has become an Unrestricted Subsidiary shall be released from any obligations under this Agreement; and
 - (c) upon the request of the Assignor that has become an Unrestricted Subsidiary, the Security Agent shall promptly confirm, as a matter of record, the release and re-assignment of the Released Collateral.

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 Göhr[t]

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

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 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, on 8 November 2021, on 8 November 2022, on 16 February 2023 and on [•] February 2024) 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, on 8 November 2021, 8 November 2022, on 16 February 2023 and on [●] February 2024) 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 2

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, on 8 November 2021, on 8 November 2022, on 16 February 2023 and on [●] February 2024) 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, on 8 November 2021, on 8 November 2022, on 16 February 2023 and on [●] February 2024) 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

Morgan Lewis

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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, on 8 November 2021, on 8 November 2022, on 16 February 2023 and on 6 February 2024.

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) On 16 February 2023, the Senior Secured Note Issuer has further issued US\$ 425,000,000 6 3/4% senior secured notes due 2028 and 6 5/8% EUR 400,000,000 senior secured notes due 2028 (together the **"2028 Senior Secured Notes"**) under the indenture dated as of 16 February 2023 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 **"2028 Senior Secured Indenture"**).
- (H) On or about the date of this Agreement, the Senior Secured Note Issuer will further have issued US\$ 725,000,000 7 1/2% senior secured notes due 2029 and 6 3/8% EUR 850,000,000 senior secured notes due 2029 (the **"New Senior Secured Notes"**) under the indenture dated on or about the date of this Agreement 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 **"New Senior Secured Indenture"**).
- (I) 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, on 29 October 2020, on 8 November 2021, on 8 November 2022 and on 16 February 2023 and as further amended, restated, refinanced, replaced, supplemented and/or waived from time to time, the **"Existing Senior Facilities Agreement"**).
- (J) 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 2025 Senior Secured Notes, the 2026 Senior Secured Notes, the 2026-2 Senior Secured Notes and the 2028 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, on 29 October 2020, on 8 November 2021, on 8 November 2022 and on 16 February 2023.
- (K) 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 and amendment 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.
- (L) 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, Clause 14.09 of the

2026-2 Senior Secured Indenture, Clause 14.09 of the 2028 Senior Secured Indenture and/or the relevant clause under the New 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.

- (M) 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 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 (as amended, restated, supplemented and/or waived from time to time);

"Mortgage" means each mortgage (*Grundschild*) 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 (*Eigentümergrundschilden*) including the global mortgage certificates (*Gesamtgrundschildbriefe*) 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 (*Eigentümergrundschilden*) 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 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 and the Senior Secured Indentures;

"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 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, the 2026-2 Senior Secured Indenture, the 2028 Senior Secured Indenture and the New 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, the 2026-2 Senior Secured Notes, the 2028 Senior Secured Notes and the New 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.
- 6.6 If and as soon as any of the Mortgagors has become an Unrestricted Subsidiary, then, without any further notice or declaration needed from any of the parties to this Agreement,

- (a) the Mortgaged Land owned by such Unrestricted Subsidiary (such Mortgaged Land the "**Released Property**") shall be released from any of the Mortgages and the Mortgages must no longer be enforced in respect of any Released Property;
- (b) the Mortgagor that has become an Unrestricted Subsidiary shall be released from any obligations under this Agreement and under any Mortgage; and
- (c) upon the request of the Mortgagor that has become an Unrestricted Subsidiary, the Security Agent shall promptly execute, in due notarial form, a mortgage deletion consent (*Löschungsbewilligung*) or a partial deletion consent (*Mithaftentlassung*) or shall, if the relevant Mortgagor so requests, assign the Mortgage(s) in respect of the Released Property to the relevant Mortgagor.

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

Part 1.2
Real Estate of Mortgagor 2

No.	Land Register (Grundbuch) of	Local Court of	Serial no. (BV lfd. Nr.)	Page	Parcel of Land (Flur)	Plot of Land (Flurstück)
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 (Erbbaugrundbuch) of	Local court of	Serial no. (BV lid. Nr.)	Page	Parcel of Land (Flur)	Plot of Land (Flurstück)
5315	Wormingen	Köln	1	16235	Hereditary building right to the following plots of land registered with land register of Wormingen 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 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 19.1.2003, Heese

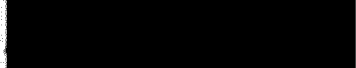


Laufende Nummer der Grundstücke	Bisherige laufende Nummer der Grundstücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte					Größe		
		Gemarkung (Vermessungsbezirk)	Flur	Karte Flurstück	Liegenschaftsbuch	Wirtschaftsart und Lage	ha	a	qm
1	2	3					4		
10	4	Gladbeck	139	71		Gebäude-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

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.	11	Nach Blatt 1480 übertragen am 29. September 1971.
		2	Nach Blatt 2073 übertragen am 14. Januar 1974.
10, 11	Fortgeschrieben aus lfd. Nr. 4 am 1. Juli 1971.	14	Nach Blatt 15.298 übertragen am 21. März 1996.
7	Spalte 3 e) bzw. Spalte 4 berichtigt am 15. November 1973.	13	Nach Blatt 15.299 übertragen am 21. März 1996.
5, 7-10	Nach dem Katasterbuch berichtigt am 27. Februar 1986.	15	Nach Blatt 15.300 übertragen am 21. März 1996.
7, 12	Lfd. Nr. 12 fortgeschrieben aus lfd. Nr. 7 am 11. September 1995.	8	Megen 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.
12 bis 16	Nr. 12 geteilt und als Nr. 13 bis 16 eingetragen am 21. März 1996.		Damit ist dieses Grundbuch hinsichtlich dieses Grundstücks geschlossen. Eingetragen



Bestand und Zuschreibungen		Abschreibungen	
Zur Hb. Nr. der Grund- stücke		Zur Hb. Nr. der Grund- stücke	
5	6	7	8
9, 17, 18	Nr. 9 geteilt und als Nr. 17 und 18 eingetragen am 29. Oktober 1996. [REDACTED]		am 28. Mai 1996. [REDACTED]
19/zu 18	Vermerkt am 13. Dezember 1996. [REDACTED]	18	Nach Blatt 15.840 Übertragen am 03. Januar 1997. [REDACTED]
16	Nutzungsart berichtigt am 04.09.2017. Blömeke	17	Nach Blatt 15.841 Übertragen am 03. Januar 1997. [REDACTED]
		3, 10	Nach Gladbeck Blatt 15.935 Übertragen am 11. April 1997. [REDACTED]
		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

Fortsetzung auf Einlegebogen

Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
1	2	3	4
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.
	Phenolchemie GmbH & Co. Kommanditgesellschaft, Gladbeck		
	INEOS Phenol GmbH & Co. KG, Gladbeck		Eingetragen im Grundbuch von Gladbeck 15.631 bis 15.636 Blatt 3494 und hier vermerkt am 13. Dezember 1996. 
2			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. 

Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
1	2	3	4
			<p>Zu Nr. 1:</p> <p>Infolge Firmenänderung lauten die Eigentümerangaben nunmehr: INEOS Phenol GmbH & Co. KG, Gladbeck.</p> <p>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	X. 10. N	<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>

Veränderungen		Löschungen	
Laufende Nummer d.Spalte 1		Laufende Nummer d.Spalte 1	
4	5	6	7
1	Das Grundstück lfd. Nr. 11 des Bestandsverzeichnisses - Flur 139 Nr. 66 - ist freigegeben. Eingetragen am 29. September 1971.		
1	Mit dem belasteten Grundstück lfd. Nr. 10 des Bestandsverzeichnisses nach Gladbeck Blatt 15.955 übertragen am 11. April 1997.		
3			
2			
1			

	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 jedes 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.
Zweiter	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. Nach Bezugnahme auf die Bewilligung vom 10. Januar 1963 <u>brieflos</u> eingetragen am 18. 1. 1963 und umgeschrieben am 25. September 1967.
3				
2				
1				

Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Sechsenversandste	Betrag	Hypothesen, Grundschulden, Rentenschulden
1	2	3	4
3	5	4.400,-- DM	Viertausendvierhundert Deutsche Mark Hypothek für eine Forderung aus Schuldversprechen nebst achteinhalf vom Hundert Jahressinsen mit 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 18. Januar 1963 <u>brieflos</u> eingetragen am 18. 1. 1963 und umgeschrieben am 25. September 1967.
4	16	2.000.000,-- DM	Zweimillionen Deutsche Mark Grundschuld für die BARCLAYS BANK PLC, London, England mit 15 % 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) <u>brieflos</u> eingetragen am 17. Juli 2001. Mithaft besteht im Grundbuch von Gladbeck Blatt 4638, 8171, 8468, 9709, 15.566 und 15.646 und im Grundbuch von Kirchellen Blatt 1330 (AG Bottrop).

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
Hundert	1	26.300,-- DM	Löschungsvormerkung nach §§ 1163, 1179 BGB für den jeweiligen Gläubiger der Hypothek	2	26.300,-- DM	Gelöscht am 29. Oktober 1979.
	2	26.300,-- DM	Abt. III Nr. 2 gemäss Bewilligung vom 10. Januar 1963 eingetragen am 18. Januar 1963 und umgeschrieben am 25. September 1967	3	4.400,-- DM	✓
				1	150.000,-- DM	Gelöscht am 28. Mai 1996.
Tausender	1	150.000,-- DM	Löschungsvormerkung nach §§ 1163, 1179 BGB für den jeweiligen Gläubiger der Hypothek			
	2	26.300,-- DM	Abt. III Nr. 3 gemäss Bewilligung vom 10. Januar 1963 eingetragen am 18. Januar 1963 und umgeschrieben am 25. September 1967			
	3	4.400,-- DM				
	4	2.000.000,-- DM	Die Mithaft im Grundbuch von Gladbeck Blatt 15.646 ist erloschen. Eingetragen am 16. August 2002.			
3						
2						
1						

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

Bestand und Zuschreibungen		Abreibungen	
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. [Redacted]	5	Nach Blatt 2.008 übertragen am 23. Oktober 1991. [Redacted]
3	Fortgeschrieben aus lfd. Nr. 1, 2 am 4. Januar 1974. [Redacted]		
3	Nach dem Katasterbuch berichtigt am 28. Aug. 1988 [Redacted]		
3,4,5	Lfd. Nr. 4 und 5 fortgeschrieben aus lfd. Nr. 3 am 31. Juli 1991. [Redacted]		



Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
1	2	3	4
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.
2	Ehelenie 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.
3	<u>Phenolchemie GmbH in Gladbeck</u> <u>Phenolchemie GmbH & Co. Kommanditgesellschaft, Gladbeck</u> <u>INEOS Phenol GmbH & Co. KG, Gladbeck</u>	3	Aufgelassen am 14. Oktober 1987 und eingetragen am 25. Februar 1988. 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.

Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
1	2	3	4
			<p>Zu Nr. 3:</p> <p>Infolge Firmenänderung lauten die Eigentümerangaben nunmehr: INEOS Phenol GmbH & Co. KG, Gladbeck.</p> <p>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>Barr</p>

	Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
	1	2	3
Einer	1	1, 2, 4, 5	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, 4, 5	Ein Vorkauferecht 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 in Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
		<p>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.</p> <p>_____</p>
4	4, 8, 13	<p>Vormerkung zur Sicherung des Anspruchs auf Rückkauflassung für den Kaufmann Franz Kollé in Gladbeck. Gemäß Bewilligung vom 30. Mai 1968 eingetragen am 11. November 1968.</p> <p>_____</p>
5	3	<p>Vormerkung zur Sicherung des Anspruchs auf Eigentumsübertragung für die Phenolchemie GmbH in Gladbeck. Gemäß Bewilligung vom 14. Oktober 1987 eingetragen am 16. Oktober 1987.</p> <p>_____</p>

Laufende Nummer der Eintragung	Laufende Nummer der belasteten Grundstücke im Grundbucheintrag	Betrag	Hypothesen, Grundschulden, Rentenschulden
1	2	3	4
1	1, 2, 3	250.000,-- DM	Zweihundertfünfzigtausend Deutsche Mark zinslos und sofort fällige Grundschuld für den Kaufmann Frank Kollé in Gladbeck. Brieflos eingetragen am 8. November 1968.
2	3	70.000,-- DM	Siebzigttausend Deutsche Mark Grundschuld für die Stadtsparkasse Gladbeck i.H. mit 10 % Jahreszinsen; vollstreckbar nach § 800 ZPO. Unter Bezugnahme auf die Bewilligung vom 25. Februar 1985 eingetragen am 06. März 1985.
3	4	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) <u>brieflos</u> eingetragen am 17. Juli 2001. Mithaft besteht im Grundbuch von Gladbeck Blatt 3494, 8171, 8468, 9709, 15.566 und 15.646 und im Grundbuch von Kirchheilen Blatt 1330 (AG Bottrop).

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	ca
1	2	a	b	c/d	e	f	g	h
1		Gladbeck	140	46	8724	Gebäude- und Freifläche Betriebsgelände,	1	30 45
2		"	140	50		Dechenstraße 3		
3		"	140	53		Betriebsgelände,	21	27
4		"	140	55		Dechenstraße 3		
5		"	140	56		Gebäude- und Freifläche Betriebsgelände,	9	91
6		"	140	58		Dechenstraße 3		
7		"	140	59		Betriebsgelände,	0	12
8		"	140	65		Dechenstraße		
9		"	140	84		Betriebsgelände,	3	40
10		"	140	86		Dechenstraße		
						Betriebsgelände,	2	13
						Arenbergstraße		
						Betriebsgelände,	4	93
						Arenbergstraße		
						Betriebsgelände,	14	51
						Dechenstraße		
						Betriebsgelände,	2	02 01
						Arenbergstraße		
						Wald (Holzung),	2	56 42
						Betriebsgelände,	3	63 35
						Frentropen 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
		a	b	c/d	e				
1	2	3				4			
11	2,10	Gladbeck	140	93	Gebäude- und Freifläche Betriebsgelände, <u>Dechenstraße 3</u>	3	84	62	
12	8,9	"	140	94	Gebäude- und Freifläche Betriebsgelände, <u>Dechenstraße 3</u>	4	72	94	
13	4,5,6, <u>1</u>	"	140	95	Gebäude- und Freifläche Betriebsgelände, <u>Dechenstraße 3</u>	10	58		
14	13	Gladbeck	140	103	Gebäude- und Freifläche <u>Dechenstraße 3</u>	8	47		
15		Gladbeck	145	658	<u>Verkehrsfläche</u> <u>Arenbergstraße</u>	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								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 (Nennungsbezeichnung)	Flur	Karte Flurstück	Liegen- schaftsbuch	Wirtschaftsart und Lage		
		a	b	c/d	e	ha	m	m²
1	2	3				4		
20		Gladbeck	140	140	Verkehrsfläche,		2	52
21		"	140	148	<u>Dechenstraße - K 3 -</u>			
22		Gladbeck	140	139	Gebäude- und Freifläche, Dechenstraße 3	1	27	93
23		"	140	149	Verkehrsfläche,		1	16
24		Gladbeck	140	141	<u>Dechenstraße - K 3 -</u>			
25		"	140	147	Gebäude- und Freifläche, Dechenstraße 3	8	78	
26	12,14	Gladbeck	140	184	Verkehrsfläche,		0	15
		"	140	147	<u>Dechenstraße - K 3 -</u>			
		"	140	147	Gebäude- und Freifläche, Wasserfläche, Dechenstraße 3	3	84	47
		"	140	147	Gebäude- und Freifläche, Dechenstraße 3	4	81	41





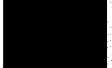
	Bestand und Zuschreibungen		Abschreibungen	
	Zur lfd. Nr. der Grundstücke		Zur lfd. Nr. der Grundstücke	
	5	6	7	8
Hundert	1 - 7	Von Blatt 2906 hierher übertragen am 30. Januar 1976. [Redacted]	15	Nach Blatt 2.008 übertragen am 23. Oktober 1991. [Redacted]
	8, 9	Von Blatt 4269 hierher übertragen am 30. Januar 1976. [Redacted]	20, 22, 24	Nach Blatt 11.299 übertragen am 13. Februar 2002. [Redacted]
	10	Von Blatt 2906 hierher übertragen am 30. Januar 1976. [Redacted]		
	11	Fortgeschrieben aus lfd. Nr. 2, 10 am 26. März 1976. [Redacted]		
	12	Fortgeschrieben aus lfd. Nr. 8, 9 am 26. März 1976. [Redacted]		
	13	Fortgeschrieben aus lfd. Nr. 4, 5, 6, 7 am 26. März 1976. [Redacted]		
	1, 3	Nach dem Katasterbuch berichtigt am 12. Okt. 1987 [Redacted]		
Tausender	100 - 1000			
	1			
	2			
	3			



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. [REDACTED] [REDACTED]		
16, 17, 18, 19	Von Gladbeck Blatt 2906 hierher übertragen am 26. Februar 1996. [REDACTED] [REDACTED]		
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. [REDACTED] [REDACTED]		
3, 22, 23	Lfd. Nr. 3 geteilt und bei gleichzeitiger Berichtl- 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. [REDACTED] [REDACTED]		
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. [REDACTED] [REDACTED]		
3 2 1			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
13, 14 26	Nr. 13, 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
Einzel	1	PHENOLCHEMIE Gesellschaft mit beschränkter Haftung in Gladbeck <u>Phenolchemie GmbH & Co. Kommanditgesellschaft, Gladbeck</u> <u>INBOS Phenol GmbH & Co. KG, Gladbeck</u>	1 bis 7	Aufgelassen am 21. Dezember 1972 und eingetragen am 30. Januar 1976. 
			8,9	Aufgelassen am 21. Dezember 1972 und eingetragen am 30. Januar 1976. 
			10	Aufgelassen am 15. Oktober 1974 und eingetragen am 30. Januar 1976. 
			16,17,18,19	Auf Grund der Auflassung vom 28. November 1995 eingetragen am 26. Februar 1996.   Die Gesellschaft ist durch Formwechsel gemäß §§ 190 ff. UmwG in eine GmbH & Co. Kommanditgesellschaft umgewandelt.
Zehner				
hundert				
				3 2 1

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
1	2891	<p><u>Die Chemischen Werke H&L Aktiengesellschaft in Marl</u> 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. 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>
2	s. nächste Seite	

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
2	3	Die Rheinisch-Westfälischen 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.
3	18.12.12 (lastend auf dem früheren Grundstück Flur 140 Flurstück 94)	Die Chemischen Werke Huls 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

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Belastungsverzeichnis	Lasten und Beschränkungen
1	2	3
<div>4</div> <div>5</div> <div>3</div> <div>2</div> <div>1</div>	<div>12</div> <div>26</div> <div>(lastend auf dem früheren Grundstück Flur 140 Flurstück 94)</div> <div>12</div> <div>26</div> <div>(lastend auf dem früheren Grundstück Flur 140 Flurstück 94)</div>	<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>■ ■ ■</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>■ ■ ■</p> <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>■ ■ ■</p>
		<div>3</div> <div>2</div> <div>1</div>
		<div>3</div> <div>2</div> <div>1</div>

Laufende Nummer der Eintragung	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
6	12 26 (lastend auf dem früheren Grundstück Flur 140 Flurstück 94)	Beschränkte persönliche Dienstbarkeit (Recht auf Haltung, zum Betrieb und zur Unterhaltung einer Fernleitung) für die <u>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.
7	12 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. Folgende Rechte:
8	16	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 Besondereverzeichnis	Lasten und Beschränkungen
	1	2	3
Einzel			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.
Zusammen	11	19	Grunddienstbarkeit (Wegerecht) für den jeweiligen Eigentümer des Grundstücks Gemarkung Gladbeck Flur 141 Flurstück 32 (eingetragen in 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.
	12	17	Beschränkt persönliche Dienstbarkeit - Bau, Betrieb und Unterhaltung einer Gleistrasse -
	3 2 1		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-Buar. 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.

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
17	19	<p>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 623/94 Notar Ax in Gelsenkirchen) eingetragen am 05. September 1994.</p> <p>sind mit den belasteten Grundstücken von Gladbeck Blatt 2906 hierher Übertragen am 26. Februar 1996.</p>
18	25	<p>Beschränkte persönliche Dienstbarkeit (Fernleitungsrecht für Chemieprodukte) für die Infracor GmbH, Marl. Es bestehen Einwirkungsbeschränkungen. Bezug: Bewilligung vom 25.08.2004 (UR-Nr. 277/2004, Notar Burchard Strung, Gladbeck). Eingetragen am 17.11.2004.</p> <p>Kalfar</p>

	Veränderungen		Löschungen	
	Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
	4	5	6	7
Hundert	6	Berechtigte ist nunmehr die RUHR OEL GmbH in Düsseldorf. eingetragen am 14. März 1984. [REDACTED]	2	Gelöscht am 11. Juli 1979. [REDACTED]
	1	Die Rechte sind 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. [REDACTED]		
	3,8	Die Berechtigte heißt nunmehr AIR LIQUIDE Technische Gase GmbH in Düsseldorf. Vermerkt am 19. Dezember 2000. [REDACTED]		
Tausender	1	Berechtigte ist nunmehr die Degussa AG in Düsseldorf. Das Grundstück lfd. Nr. 20 des Bestandsverzeichnisses Flur 140 Flurstück 140 ist aus der Mithaft entlassen. eingetragen am 13. Februar 2002. [REDACTED]		
	1	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		
	3			
	2			
	1			

Veränderungen		Löschungen	
Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
4	5	6	7
18	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. Wilmsmann		

	Laufende Nummer der Eintragungen	Urhebers Name der besicherten Grundstücke im Grundbuchverzeichniss	Betrag	Hypotheken, Grundschulden, Rentenschulden,
	1	2	3	4
Einer	1	11.8.77 12.8.77 13.8.77 14.8.77 15.8.77 16.8.77 17.8.77 18.8.77 19.8.77 20.8.77 21.8.77 22.8.77 23.8.77 24.8.77 25.8.77 26.8.77 27.8.77 28.8.77 29.8.77 30.8.77 31.8.77 1.9.77 2.9.77 3.9.77 4.9.77 5.9.77 6.9.77 7.9.77 8.9.77 9.9.77 10.9.77 11.9.77 12.9.77 13.9.77 14.9.77 15.9.77 16.9.77 17.9.77 18.9.77 19.9.77 20.9.77 21.9.77 22.9.77 23.9.77 24.9.77 25.9.77 26.9.77 27.9.77 28.9.77 29.9.77 30.9.77 1.10.77 2.10.77 3.10.77 4.10.77 5.10.77 6.10.77 7.10.77 8.10.77 9.10.77 10.10.77 11.10.77 12.10.77 13.10.77 14.10.77 15.10.77 16.10.77 17.10.77 18.10.77 19.10.77 20.10.77 21.10.77 22.10.77 23.10.77 24.10.77 25.10.77 26.10.77 27.10.77 28.10.77 29.10.77 30.10.77 31.10.77 1.11.77 2.11.77 3.11.77 4.11.77 5.11.77 6.11.77 7.11.77 8.11.77 9.11.77 10.11.77 11.11.77 12.11.77 13.11.77 14.11.77 15.11.77 16.11.77 17.11.77 18.11.77 19.11.77 20.11.77 21.11.77 22.11.77 23.11.77 24.11.77 25.11.77 26.11.77 27.11.77 28.11.77 29.11.77 30.11.77 1.12.77 2.12.77 3.12.77 4.12.77 5.12.77 6.12.77 7.12.77 8.12.77 9.12.77 10.12.77 11.12.77 12.12.77 13.12.77 14.12.77 15.12.77 16.12.77 17.12.77 18.12.77 19.12.77 20.12.77 21.12.77 22.12.77 23.12.77 24.12.77 25.12.77 26.12.77 27.12.77 28.12.77 29.12.77 30.12.77 31.12.77 1.1.78 2.1.78 3.1.78 4.1.78 5.1.78 6.1.78 7.1.78 8.1.78 9.1.78 10.1.78 11.1.78 12.1.78 13.1.78 14.1.78 15.1.78 16.1.78 17.1.78 18.1.78 19.1.78 20.1.78 21.1.78 22.1.78 23.1.78 24.1.78 25.1.78 26.1.78 27.1.78 28.1.78 29.1.78 30.1.78 31.1.78 1.2.78 2.2.78 3.2.78 4.2.78 5.2.78 6.2.78 7.2.78 8.2.78 9.2.78 10.2.78 11.2.78 12.2.78 13.2.78 14.2.78 15.2.78 16.2.78 17.2.78 18.2.78 19.2.78 20.2.78 21.2.78 22.2.78 23.2.78 24.2.78 25.2.78 26.2.78 27.2.78 28.2.78 29.2.78 30.2.78 31.2.78 1.3.78 2.3.78 3.3.78 4.3.78 5.3.78 6.3.78 7.3.78 8.3.78 9.3.78 10.3.78 11.3.78 12.3.78 13.3.78 14.3.78 15.3.78 16.3.78 17.3.78 18.3.78 19.3.78 20.3.78 21.3.78 22.3.78 23.3.78 24.3.78 25.3.78 26.3.78 27.3.78 28.3.78 29.3.78 30.3.78 31.3.78 1.4.78 2.4.78 3.4.78 4.4.78 5.4.78 6.4.78 7.4.78 8.4.78 9.4.78 10.4.78 11.4.78 12.4.78 13.4.78 14.4.78 15.4.78 16.4.78 17.4.78 18.4.78 19.4.78 20.4.78 21.4.78 22.4.78 23.4.78 24.4.78 25.4.78 26.4.78 27.4.78 28.4.78 29.4.78 30.4.78 31.4.78 1.5.78 2.5.78 3.5.78 4.5.78 5.5.78 6.5.78 7.5.78 8.5.78 9.5.78 10.5.78 11.5.78 12.5.78 13.5.78 14.5.78 15.5.78 16.5.78 17.5.78 18.5.78 19.5.78 20.5.78 21.5.78 22.5.78 23.5.78 24.5.78 25.5.78 26.5.78 27.5.78 28.5.78 29.5.78 30.5.78 31.5.78 1.6.78 2.6.78 3.6.78 4.6.78 5.6.78 6.6.78 7.6.78 8.6.78 9.6.78 10.6.78 11.6.78 12.6.78 13.6.78 14.6.78 15.6.78 16.6.78 17.6.78 18.6.78 19.6.78 20.6.78 21.6.78 22.6.78 23.6.78 24.6.78 25.6.78 26.6.78 27.6.78 28.6.78 29.6.78 30.6.78 31.6.78 1.7.78 2.7.78 3.7.78 4.7.78 5.7.78 6.7.78 7.7.78 8.7.78 9.7.78 10.7.78 11.7.78 12.7.78 13.7.78 14.7.78 15.7.78 16.7.78 17.7.78 18.7.78 19.7.78 20.7.78 21.7.78 22.7.78 23.7.78 24.7.78 25.7.78 26.7.78 27.7.78 28.7.78 29.7.78 30.7.78 31.7.78 1.8.78 2.8.78 3.8.78 4.8.78 5.8.78 6.8.78 7.8.78 8.8.78 9.8.78 10.8.78 11.8.78 12.8.78 13.8.78 14.8.78 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	Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Grundbuchverzeichnis	Betrag	Hypothesen, Grundschulden, Rentenschulden
	1	2	3	4
Eintrag	7	12, 14, 16, 21, 23, 25 25	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) <u>b r i e f l o s</u> eingetragen am 17. Juli 2001. Mithaft besteht im Grundbuch von Gladbeck Blatt 3494, 4678, 8468, 9709, 15.566 und 15.646 und im Grundbuch von Kirchheilen Blatt 1330 (AG Bottrop).
	8	17, 18, 19	71.373 EUR	Dreihundsebzigttausenddreihundertdreihundsebzigt 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. Gesamtheit besteht in den Blättern 8171 und 20961. Halbar
	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. Gesamtheit besteht in den Blättern 8171 und 20961. Halbar
Zähler				
3				3
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Veränderungen		Löschungen	
Laufende Nummer der Spalte 1	Betrag	Laufende Nummer der Spalte 1	Betrag
5	6	8	9
2	5.000.000,-DM	6	2.000.000,- DM
3	5.000.000,-DM		
4	4.000.000,-DM		
5	3.000.000,-DM		
6	2.000.000,-DM		
<p>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.</p>		<p>Gelöscht am 17. Juli 2001.</p>	
1	5.000.000,-DM		
3	5.000.000,-DM		
4	4.000.000,-DM		
5	3.000.000,-DM		
6	2.000.000,-DM		
<p>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.</p>			
1	5.000.000,-DM		
2	5.000.000,-DM		
4	4.000.000,-DM		
5	3.000.000,-DM		
6	2.000.000,-DM		
<p>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.</p>			
1	5.000.000,-DM		
2	5.000.000,-DM		
3	5.000.000,-DM		
5	3.000.000,-DM		
6	2.000.000,-DM		
<p>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.</p>			

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..			
5	2.000.000,-DM				
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..			
5	3.000.000,-DM				
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				
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				
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				





Amtsgericht Gladbeck

Grundbuch von Gladbeck

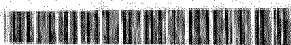
Blatt 8468

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, Krahn

Bestand und Zuschreibungen		Abreibungen	
Zur Hb. Nr. der Grund- stücke		Zur Hb. Nr. der Grund- stücke	
5	6	7	8
1	<p>Von Blatt 7098 hierher übertragen am 26. Juli 1976.</p> <p> </p> <p>Nach dem Katasterbuch berichtigt am 18. Okt. 1987</p> <p> </p>		
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Laufende Nummer der Eintragungen	Laufende Nummer der Leitungen Grundstücke im Besondereverzeichnis	Lasten und Beschränkungen
1	2	3
1	1	<p>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.</p>
2	1	<p>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.</p>

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

	Veränderungen		Löschungen	
	Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
	4	5	6	7
Hundert	1	Nebenstehende Post ist übertragen auf die Air Liquide Technische Gase GmbH, Marl. Unter Bezugnahme auf die Bewilligung vom 10.09.2001 (Urk.Nr. 576/2001 des Notars Dr. Günter Lürken in Marl) eingetragen am 24. Oktober 2001.	1	Gelöscht am 15. Februar 2002.
Tausender				
1				
2				
3				

Laufende Nummer der Eintragungen	Laufende Nummer der Eintragungen im Grundbuch	Betrag	Hypotheken, Grundschulden, Rentenschulden
1	2	3	4
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.

Laufende Nummer der Eintragungen	Laufende Nummern der belasteten Grundstücke im Beauftragungsverzeichnis	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</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.

Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypothesen, Grundschulden, Rentenschulden
1	2	3	4
7	1	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 Grundschuldbeitrages; 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 Kirchellen Blatt 1330 (AG Bottrop).</p> <div data-bbox="595 1016 794 1093" style="background-color: black; width: 125px; height: 34px; margin: 10px auto;"></div> <div data-bbox="1098 1016 1289 1128" style="background-color: black; width: 120px; height: 50px; margin: 10px auto;"></div>

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.			
5	2.000.000,-DM				
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.			
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	am 17. Juli 2001.			
4	4.000.000,- DM				
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.			

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 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	m²
			Floz	Flurstück					
1	2	3	b		c/d	e	4		
Elsen	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		Liegenschaftsbuch	Wirtschaftsart und Lage	ha	a	m²
			Flur	Flurstück					
1	2	3	4	5	6	7	8	9	
10		Gladbeck	140	54		<u>Gebäude- und Freifläche</u> <u>Betriebsgelände,</u> <u>Dechenstraße</u>		1 66	
11		"	140	62		<u>Gebäude- und Freifläche</u> <u>Betriebsgelände,</u> <u>Dechenstraße</u>		37 61	
12		"	140	63		<u>Gebäude- und Freifläche</u> <u>Betriebsgelände,</u> <u>Dechenstraße</u>		6 12	
13		"	140	90		<u>Gebäude- und Freifläche</u> <u>Betriebsgelände,</u> <u>Dechenstraße 3</u>	2	14 74	
14		"	140	89		<u>Gebäude- und Freifläche</u> <u>Betriebsgelände,</u> <u>Dechenstraße 3</u>	1	69 02	
15		"	140	88		<u>Gebäude- und Freifläche</u> <u>Betriebsgelände,</u> <u>Dechenstraße 3</u>	2	41 84	
16	15	Gladbeck	140	102		<u>Gebäude- und Freifläche</u> <u>Dechenstraße 3</u>	2	41 42	
17		Gladbeck	145	657		<u>Verkehrsfläche,</u> <u>Arenbergsstraße</u>	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- schafts-buch	Wirtschaftsart und Lage	ha	a	m²
		a	b	c/d	e				
1	2	3					4		
18 19 20 21 22	9	Gladbeck	140	138		Verkehrsfläche, <u>Dechenstraße - K 3 -</u>		0	08
		"	140	150		Gebäude- und Freifläche, <u>Dechenstraße 3</u>		2	25
		Gladbeck	140	154		Gebäude- und Freifläche, <u>Dechenstraße 3</u>	2	41	00
		"	145	684		Verkehrsfläche, <u>Arenbergstraße</u>		0	19
		"	145	685		Verkehrsfläche, <u>Arenbergstraße</u>		0	23
23	1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 19, 20	Gladbeck	140	183		Gebäude- und Freifläche, <u>Dechenstraße 3, 3 B</u>	7	40	17

Bestand und Zuschreibungen		Abreibungen	
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. [REDACTED]	17	Nach Blatt 2.008 übertragen am 23. Oktober 1991. [REDACTED]
1-15	Nach dem Katasterbuch berichtigt am 13. NOV. 1987 [REDACTED]	18	Nach Blatt 11.299
15, 16, 17	Lfd. Nr. 16 und 17 fortgeschrieben aus lfd. Nr. 15 am 31. Juli 1991. [REDACTED]	21, 22	nach Blatt 2008 Übertragen am 13. Februar 2002. [REDACTED]
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. [REDACTED]		
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. [REDACTED]		



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Bestand und Zuschreibungen		Abschreibungen	
Zur Hl. Nr. der Grund- stücke		Zur Hl. 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, 23	Nr. 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. Wilmsmann		

Laufende Nummer der Eintragung	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
1	2	3	4
<div data-bbox="127 795 151 840" data-label="Text">Folien</div> <div data-bbox="127 1288 151 1355" data-label="Text">Zeilen</div> <div data-bbox="127 1456 151 1523" data-label="Text">1 2 3 4</div>	<div data-bbox="183 784 207 817" data-label="Text">1</div> <div data-bbox="231 784 758 846" data-label="Text"><u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck</u></div> <div data-bbox="239 855 742 913" data-label="Text"><u>Phenolchemie GmbH & Co. Kommanditgesellschaft, Gladbeck</u></div> <div data-bbox="239 913 710 945" data-label="Text">INEOS Phenol GmbH & Co. KG, Gladbeck</div>	<div data-bbox="790 784 901 817" data-label="Text">1 bis 15</div>	<div data-bbox="954 784 1364 851" data-label="Text">Aufgelassen am 10. Juli 1980 und eingetragen am 03. Februar 1981.</div> <div data-bbox="957 862 1356 918" data-label="Text"> <div data-bbox="1005 862 1149 918" data-label="Text"></div> <div data-bbox="1204 862 1348 918" data-label="Text"></div> </div> <div data-bbox="957 922 1369 1169" data-label="Text"> <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> </div> <div data-bbox="957 1153 1356 1220" data-label="Text"> <div data-bbox="1029 1153 1181 1209" data-label="Text"></div> <div data-bbox="1244 1153 1356 1220" data-label="Text"></div> </div> <div data-bbox="954 1205 1388 1456" data-label="Text"> <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 HRS 9687 (Amtsgericht Gelsenkirchen) eingetragen am 19.10.2010.</p> </div> <div data-bbox="1005 1467 1077 1500" data-label="Text">Barz</div>

Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
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	8, 3, 8, 14 23	Die Chemischen Werke Huls Aktiengesellschaft in Marl sind berechtigt, nach Maßgabe des im Enteignungsverfahren festgestellten Planes in einem Grundstückstreifen 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

Laufende Nummer der Ein- tragungen	Laufende Nummern 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.
	4, 3, 5	Erbbauerecht 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 1981 in Blatt 3436 übertragen nach Blatt 2906 und von dort mit den belasteten Grundstücken nach hier übertragen am 03. Februar 1981.
4	11 21	Die Chemischen Werke Huls 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.



Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke in Belastungsverzeichnis	Lasten und Beschränkungen
1	2	3
		<p>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 Dienstatbarkeit 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 Berechtigungs- 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.</p> <div data-bbox="571 1176 726 1249" style="background-color: black; width: 97px; height: 33px; margin: 10px auto;"></div> <div data-bbox="1066 1198 1292 1258" style="background-color: black; width: 142px; height: 27px; margin: 10px auto;"></div>

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.
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.		
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.		

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. 656 - ist aufgehoben. Eingetragen am 23. Oktober 1991. [REDACTED]		
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. [REDACTED]		
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. [REDACTED]		
2,4	Die Berechtigte heißt nunmehr <u>AIR LIQUIDE Technische Gase GmbH</u> in Düsseldorf. Vermerkt am 19. Dezember 2000. [REDACTED]		
1,8	Die Firma der im Wege des Formwechsels gemäß § 190 ff. UmwG in eine GmbH & Co. Kommanditgesellschaft umgewandelten Gesellschaft lautet nunmehr <u>Phenolchemie GmbH & Co. Kommanditgesellschaft</u> , Gladbeck. Unter Bezugnahme auf das Handelsregister HR B 0008 und das Handelsregister HR A 498 des Amtsgerichts Gladbeck eingetragen.		

Fortsetzung auf Einlegebogen

2

Veränderungen		Löschungen	
Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
4	5	6	7
Hundert Tausende 3 2 1	gen am 19. Dezember 2000.		
	 		

Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden
1	2	3	4
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) <u>b r i e f l o s</u> 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). <div style="background-color: black; width: 100px; height: 20px; margin: 10px auto;"></div> <div style="background-color: black; width: 100px; height: 20px; margin: 10px auto;"></div>

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

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		Liegens- chaftsbuch	Wirtschaftsart und Lage	ha	a	m²
			Flur	Flurstück					
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		Verkehrsfläche, <u>Arenbergstraße</u>	1	07	
13	5,6,7	Gladbeck	140	153		Gebäude- und Freifläche, <u>Dechenstraße 3</u>	48	86	
14		"	145	683		Verkehrsfläche, <u>Arenbergstraße</u>	1	35	
15	1,9, 11,13	Gladbeck	140	182		Gebäude- und Freifläche, <u>Dechenstraße 3</u>	39	48	

Bestand und Zuschreibungen		Abzeichnungen	
Zur lfd. Nr. der Grundstücke		Zur lfd. Nr. der Grundstücke	
1,2,3, 4,5,6, 7	Von Gladbeck Blatt 8920 hierher Übertragen am 15. März 1996.  	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.  	10,12, 14	nach Blatt 2008 Übertragen am 13. Februar 2002.  
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.  		
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.  		



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

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>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>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.</p> <p>Barz</p>

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
<p>1</p>	<p>15 (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 Huls 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> <div data-bbox="619 1041 874 1131" style="background-color: black; width: 160px; height: 40px; margin: 10px auto;"></div> <div data-bbox="1082 1041 1273 1153" style="background-color: black; width: 120px; height: 50px; margin: 10px auto;"></div>

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

Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden
1	2	3	4
<div data-bbox="127 795 151 840" data-label="Text">Einzel</div> <div data-bbox="127 1288 151 1355" data-label="Text">Zähler</div> <div data-bbox="127 1444 151 1512" data-label="Text">3 2 1</div>	<div data-bbox="247 784 343 840" data-label="Text">1.9.11.13 15</div>	<div data-bbox="375 784 526 817" data-label="Text">2.000.000,-- DM</div>	<div data-bbox="550 784 1364 1019" data-label="Text"> <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) b r i e f l o s eingetragen am 17. Juli 2001. Mithaft besteht im Grundbuch von Gladbeck Blatt 3494, 4688, 8171, 8468, 9709 und 15.646 und im Grundbuch von Kirchellen Blatt 1330 (AG Bottrop).</p> </div> <div data-bbox="614 996 774 1064" data-label="Image"></div> <div data-bbox="1101 996 1284 1131" data-label="Image"></div>

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)	Karte		Wirtschaftsart und Lage	Fl.	a.	m ²
			Flur	Flurstück				
1	2	a	b	c	3	4	5	6
1		Gladbeck	140	155	Verkehrsfläche, Dechenstraße		0	85

Bestand und Zuschreibungen		Abreibungen	
Zur lfd. Nr. der Grundstücke		Zur lfd. Nr. der Grundstücke	
6	8	7	9
1	<p>Von Blatt 8920 hierher übertragen am 10.09.2004</p> <p>Tamoszus</p>		

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	2	<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>Tamozus</p>

Gladbeck Gladbeck 20961 - letzte Änderung 19.10.2010 - Abdruck vom 12.03.2019 - Seite 8/8

Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Bestandsverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden
1	2	3	4
1	1	73.373 EUR	Dreißundsiebzigtausenddreihundertdreißig 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. Gesamtheit besteht in den Blättern 8171 und 20961. Helfar
2	1	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. 1. Eingetragen am 10.02.2006. Gesamtheit besteht in den Blättern 8171 und 20961. Helfar

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Amtsgericht Bottrop

Grundbuch von Kirchhellen

Blatt 1330

Dieses Blatt ist zur Portführung 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

	Bestand und Zuschreibungen		Abstreibungen	
	Zur Hfd. Nr. der Grundstücke		Zur Hfd. Nr. der Grundstücke	
	5	6	7	8
1-6		Von Kirchhellen Band 49 Blatt 1381 hierher übertragen am 10. September 1969.		
4		Katastergemäß berichtigt am 05.11.2013. Kaase		

Hundert

Tausender







1
2
3



3
2
1



Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
1	2	3	4
1	Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck	1-5	Aufgelassen am 27. Mai 1969 und eingetragen am 10. September 1969.
	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 Handelsregisterauszug des Amtsgerichts Gladbeck HRA 498 vom 12. Juli 2001 eingetragen am 17. August 2001.
3	INEOS Phenol GmbH & Co KG.	1-6	Firmenänderung auf Grund HRA 498 des Amtsgerichts Gladbeck eingetragen am 15. Februar 2002. (Kaase) (Baskowski)

Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
1	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.
2	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 in Kirchhellen Band 49 Blatt 1381. Mit den belasteten Grundstücken hierher übertragen am 10. September 1969.
3		
4		
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.  
4	4	Beschränkte persönliche Dienstbarkeit - Recht zum Bau, Betrieb und Unterhaltung einer Rohrfernleitung sowie eine Nutzungsbeschränkung, ausübbar durch einen Dritten - für <u>Intracor GmbH, Marl</u> . Bezug: Bewilligung vom 29. Dezember 2004 (Notar Burchard Strunz in Gladbeck, URNr. 456/2004). Eingetragen am 11. Januar 2005.  
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.  

	Veränderungen		Löschungen	
	Laufende Nummer d.Spolle 1		Laufende Nummer d.Spolle 1	
	4	5	6	7
Hundert	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.  
Tausender				
4				
2				
1				

	Laufende Nummer der Eintragungen	Laufende Nummer der belasteten Grundstücke im Sachverständigenverzeichnis	Betrag	Hypotheken, Grundschulden, Rentenschulden
	1	2	3	4
1	1	1,2,3,4,5,6	2.000.000,00 DM	<p>Zweimillionen Deutsche Mark Grundschuld nebst 16 vom Hundert Zinsen jährlich und einer einmaligen Nebenleistung von 3 % des Grundschuldbetrages für die BARCLAYS BANK PLC, London, England, sofort vollstreckbar gemäß § 800 ZPO. Unter Bezugnahme auf die Eintragungsbewilligung vom 23. Mai 2001 - Urk.-Nr. 39/2001 des Notars Dr. Klöcker in Frankfurt am Main - b r i e f l i c h - eingetragen am 17. August 2001.</p> <p>Mithaft besteht im Grundbuch von Gladbeck Blatt 3494, 4638, 8171, 8468, 9709, 15.566 und 15.546 (Amtsgericht Gladbeck).</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

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 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	3					4		
1		Köln	136	145	-	Weg, Zwischen Hackhauser und Fürther 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		27	05
9		"	135	68	-	Mühlen und Hackhauser Weg Weg,		18	78
10		"	135	74	-	Zwischen Hackhauser und Fürther Weg A., Zwischen Mühlen- und Hackhauser	3	35	53
11		"	136	176	-	Weg A., Zwischen Hackhauser- und	4	65	00
12		"	135	76	-	Fürther Weg A., zwischen Mühlen- u. Hackhauser		54	45
3						Weg			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)	Flur	Karte Flurstück	Liegenschaftsbuch	Wirtschaftsart und Lage	ha	a	qm
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	"	"	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

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		
Einser	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	Weß, 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
Zehner	36	14	Worringen	36	511	Gebäude- und Freifläche, Hackenbroicher Str.			52
	3								3
	2								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
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
42	27	Worringen	35	326	Gebäude- und Freifläche, Waldfläche, Parallelweg, Bayerwerk		34	39
43	27	Worringen	35	333	Gebäude- und Freifläche, Waldfläche, Verkehrsfläche, Parallelweg, Bayerwerk		18	51
44	29	Worringen	35	327	Gebäude- und Freifläche, Waldfläche, Verkehrsfläche, Parallelweg, Bayerwerk	2	63	55
45	29	Worringen	35	334	Waldfläche, Verkehrsfläche, Parallelweg, Bayerwerk		60	41

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		
46	31	Worringen	35	328	Verkehrsfläche, Parallelweg		4	52
47	31	Worringen	35	335	Verkehrsfläche, Parallelweg			82
48	33	Worringen	35	329	Landwirtschaftsfläche, Verkehrsfläche, Parallelweg		71	74
49	33	Worringen	35	336	Landwirtschaftsfläche, Verkehrsfläche, Parallelweg		16	04
50	35	Worringen	35	330	Waldfläche, Landwirtschaftsfläche, Verkehrsfläche, Further Weg, Parallelweg	2	63	54
51	35	Worringen	35	337	Landwirtschaftsfläche, Verkehrsfläche, Further Weg, Parallelweg		43	46

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 8352
3-9	von Blatt 7846 hierher übertragen	30,32	am 16. AUG. 1976
	am 20. März 1970.	34,	
		13	
10-12	Von Blatt 7353 hierher übertragen am 5. Mai 1971.		Übertragen nach Blatt 8028
			am 18. OKT. 1984
2,13-16	Nr. 2 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 Nr. Nr. der Grund- stücke		Zur Nr. Nr. der Grund- stücke	
6	7	8	
14,36 37	Nr.14 infolge Flurstückszerlegung als Nr.36 und 37 eingetragen aufgrund Veränderungsnachweis 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 Veränderungsnachweis 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 Veränderungsnachweis vom 26.09.2006, Nr. 4370-2006/01337, am 21.11.2006. Tigges		
27,42 , 43	Nr. 27 infolge Flurstückszerlegung als Nr. 42 und 43 eingetragen aufgrund Fortführungsmitteilung Nr. WLDGGB: 496502459 vom 20.07.2022 am 05.08.2022. Salz		
29,44 ,45	Nr. 29 infolge Flurstückszerlegung als Nr. 44 und 45 eingetragen aufgrund Fortführungsmitteilung Nr. WLDGGB: 496502460 vom		

Bestand und Zuschreibungen		Abschreibungen	
Zur Nr. der Grund- stücke		Zur Nr. der Grund- stücke	
	20.07.2022 am 05.08.2022. Salz		
31,46 , 47	Nr. 31 infolge Flurstückszerlegung als Nr. 46 und 47 eingetragen aufgrund Fortführungsmitteilung Nr. WLDGGB: 496502461 vom 20.07.2022 am 05.08.2022. Salz		
33,48 , 49	Nr. 33 infolge Flurstückszerlegung als Nr. 48 und 49 eingetragen aufgrund Fortführungsmitteilung Nr. WLDGGB: 496502462 vom 20.07.2022 am 05.08.2022. Salz		
35,50 , 51	Nr. 35 infolge Flurstückszerlegung als Nr. 50 und 51 eingetragen aufgrund Fortführungsmitteilung Nr. WLDGGB: 496502463 vom 20.07.2022 am 05.08.2022. Salz		

	Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
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, 31</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	
	2	<u>12</u> <u>26, 27, 42, 43</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.	
Zehner	3	<u>10, 11, 12</u> <u>20, 21, 22,</u> <u>26, 27, 28, 29</u> <u>42, 43, 44, 45</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.	
	4	<u>10, 11, 12</u> <u>20, 21, 22,</u> <u>26, 27, 28, 29</u> <u>42, 43, 44, 45</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	
	<u>3</u> <u>2</u> <u>1</u>			<u>3</u> <u>2</u> <u>1</u>

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.
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 Grundeigentum für den Bau und Betrieb einer Aethylen-Verbundleitung 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.
6	<u>3,9,30,31,34,35,50,51</u>	Recht zum Bau, Betrieb und Unterhaltung von Hochspannungsleitungen mit einer Bau-, Bewuchs, und Einwirkungsbeschränkung. Einge tragen mit Bezug auf die Bewilligung vom 31. Okt. 1973 für die <u>Rheinisch- Westfälisches Elektrizitätswerk Aktiengesellschaft in Essen (RWE)</u> am 7. Jan. 1974.

	Laufende Nummer der Eintragungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen	
			1	2
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 Bauwerken sowie bis zum 1. Mai 1984 Grundstücksteile 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			
	2			
	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, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51	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	Auf den Grundstücken lfd. Nrn. 1, 8, 10, 11 und 12 gelöscht am 6. April 1972.	5	Gelöscht am 29. SEP. 1972
	3,4,8	Dem Recht Abt. II Nr. 8 ist der Vorrang eingeräumt vor den Rechten Abt. II Nr. 3,4. Eingetragen am 19. Mai 1976.	5	Gelöscht am 16. AUG. 1976
Tausender	6	Das Recht ist übertragen auf die RWE Energie Aktiengesellschaft in Essen; eingetragen am 03. Feb. 93		
	1,6	Auf dem Grundstück lfd. Nr. 31 gelöscht. Eingetragen am 05.09.2005.		
		Tigges		
3				3
2				2
1				1

Veränderungen		Löschungen	
Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
4	4	5	5
6	Das Recht ist übertragen auf <u>die RWE Deutschland Aktiengesellschaft in Essen</u> . Eingetragen am 10.07.2013. Schmidt		
6	Das Recht ist durch Ausgliederungsvertrag vom 11.11.2019 übertragen auf die Westnetz GmbH, Dortmund - HRB 30872, Amtsgericht Dortmund. Eingetragen am 15.07.2021. Salz		
2	Grundstück BV Nr. 27 ist fortgeschrieben in BV Nr. 42 und 43. Eingetragen am 05.08.2022. Salz		
3	Die Grundstücke BV Nr. 27 und 29 sind fortgeschrieben in BV Nr. 42, 43, 44 und 45. Eingetragen am 05.08.2022. Salz		
4	Die Grundstücke BV Nr. 27 und 29 sind fortgeschrieben in BV Nr. 42, 43, 44 und 45. Eingetragen am 05.08.2022. Salz		

Veränderungen		Löschungen	
Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
4	5	5	6
6	Grundstück BV Nr. 35 ist fortgeschrieben in BV Nr. 50 und 51. Eingetragen am 05.08.2022. Salz		
10	Die Grundstücke BV Nr. 27, 29, 31, 33 und 35 sind fortgeschrieben in BV Nr. 42, 43, 44, 45, 46, 47, 48, 49, 50 und 51. Eingetragen am 05.08.2022. Salz		

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, 32, 35 36, 37, 38, 39 40, 41 42, 43, 44, 55, 46, 47, 48, 49, 50, 51	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, 32, 35 36, 37, 38, 39 40, 41 42, 43, 44, 55, 46, 47, 48, 49, 50, 51	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
1	1.350.000 EUR	Die Grundstücke BV Nr. 27, 29, 31, 33 und 35 sind fortgeschrieben in BV Nr. 42, 43, 44, 45, 46, 47, 48, 49, 50 und 51. Eingetragen am 05.08.2022. Salz			
2	7.650.000 EUR	Die Grundstücke BV Nr. 27, 29, 31, 33, 35 sind fortgeschrieben in BV Nr. 42, 43, 44, 45, 46, 47, 48, 49, 50 und 51. Eingetragen am 05.08.2022. Salz			

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

Einer

Laufende Nummer der Grundstücke	Bisherige laufende Nummer der Grundstücke	Bezeichnung der Grundstücke und der mit dem Eigentum verbundenen Rechte					Größe		
		Gemarkung (Vermessungsbezirk)	Karte		Liegenschaftsbezeichnung	Wirtschaftsart und Lage	ha	a	qm
			Flur	Flurstück					
1	2	3					4		
1		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. Hack- hauserweg	11	25	80
4	5	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 Hackhauser Weg, (unterirdischer Kanal)		13	00
8		"	135	114		A., daselbst		9	90
9		"	135	264		Geb.-u. Freifläche, Verkehrsfl. A., Kölner Randkanal (verrohrt) Unterird. Hackenbroicherstr. Btr., " " "		5	96
10		"	135	265		Geb.-u. Freifläche, Verkehrsfläche Btr., Zwischen Mühlen u. Hack- hauser Wegstr. Randkanal, Unterird.		1	36
11		"	135	266		A., " " " GEB.-u. Freifläche, Verkehrsfl. Btr., Zwischen Mühlen u. Hack- hauser Weg Str. Randkanal, Unterird.		1	90
12		K ö l n	135	253		A., " " " Gebäude- u. Freifläche A., Zwischen Hackhauser u. Fürther Weg Hackenbroicherstr.		64	08
							1	00	12

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
1	2	a	b		c/d	e	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			
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

Laufende Nummer des 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		
23	18	Worringen	35	317	Gebäude- und Freifläche, Hackenbroicher Str.			44
24	18	Worringen	35	319	Gebäude- und Freifläche, Verkehrsfläche, Hackenbroicher Str.		23	31
25	14	Worringen	35	324	Waldfläche, Hackenbroicher Str.		5	29
26	14	Worringen	35	331	Waldfläche, Verkehrsfläche, Hackenbroicher Str.		4	24
27	16	Worringen	35	325	Waldfläche, Parallelweg, Kölner Randkanal		7	81
28	16	Worringen	35	332	Waldfläche, Verkehrsfläche, Parallelweg, Kölner Randkanal		4	81

	Bestand und Zuschreibungen		Abschreibungen	
	Zur lfd. Nr. der Grundstücke		Zur lfd. Nr. der Grundstücke	
	5	6	7	8
Hundert	1,2,3	aus Blatt 5032 am 31. Januar 1973. [Redacted]	13,15	Übertragen nach Blatt 0352 am 16. AUG. 1976 [Redacted]
	3-6	Nr. 3 geteilt und als Nr. 4,5,6, neu eingetragen gem. VN. 1/74 am 10. Jan. 1975. [Redacted]	1	Übertragen nach Blatt 16521 am 20.04.2007. Schuelke
	7-11	aus Blatt 8028 am 15. Juli 1975 [Redacted]		
	12	aus Blatt 8028 am 4. Dez. 1975 [Redacted]		
	8,13,14, 7,15,16	Nr. 8 geteilt u. als Nr. 13,14 Nr. 7 geteilt u. als Nr. 15,16 gem. VN 1/76 neu eingetragen am 13. Mai 1976. [Redacted]		
Tausender	17, 18, 19, 20	aus Blatt 0135 am 18. Nov. 91 [Redacted]		
	3			
	2			
	1			









Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grund- stücke		Zur lfd. Nr. der Grund- stücke	
5	6	7	8
4-6, 9-12, 14, 15- 20	Flurbezeichnung berichtigt am 02. Januar 1992. [REDACTED]		
0, 5, 6, 12, 14, 16, 9, 10, 11, 4	Auf das EDV - Kataster <i>8. Nr. 46718/89 ff.</i> zurückgeführt am... 02... [REDACTED]		
12, 21, 22	Nr. 12 infolge Flurstückszerlegung als Nrn. 21, 22 eingetragen aufgrund Veränderungs- nachweis 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 Veränderungs- nachweis vom 26.09.2006, Nr. 4370- 2006/01334, am 27.11.2006. Tigges		
3 2 1			3 2 1

Bestand und Zuschreibungen		Abreibungen	
Zur Nr. Nr. der Grund- stücke		Zur Nr. Nr. der Grund- stücke	
5	6	7	8
14, 25 , 26	Nr. 14 infolge Flurstückszerlegung als Nr. 25 und 26 eingetragen aufgrund Fortführungsmitteilung Nr. WLDGGB: 496502457 vom 20.07.2022 am 05.08.2022. Salz		
16, 27 , 28	Nr. 16 infolge Flurstückszerlegung als Nr. 27 und 28 eingetragen aufgrund Fortführungsmitteilung Nr. WLDGGB: 496502458 vom 20.07.2022 am 05.08.2022. Salz		

Laufende Nummer der Eintragungen	Eigentümer	Laufende Nummer der Grundstücke im Bestandsverzeichnis	Grundlage der Eintragung
1	1	1	Das in Blatt 5032 eingetragene Eigentum ohne Eigentumsumschreibung der besseren Übersicht wegen hier eingetragen am 31. Januar 1973.
Zehner		7 - 11	Aufgelassen am 23. Nov. 1972 eingetragen am 15. Juli 1975
		12	Aufgelassen am 4. Nov. 1975 eingetragen am 4. Dez. 1975
		17-20	aufgelassen am 4. September 1991 eingetragen am 18. November 1991.
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 400.000,00,-- 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, 25, 26, 27, 28	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	7 15, 16 27, 28	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.  
5	7, 8 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.  
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.  

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, 25, 26, 27, 28	<p>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.</p> <p>Tigges</p>
8	1	<p>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.</p> <p>Tigges</p>
9	1	<p>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.</p> <p>Tigges</p>

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 16. AUG. 1978 	
	3 Die Grundstücke BV Nr. 14 und 16 sind fortgeschrieben in BV Nr. 25, 26, 27 und 28. Eingetragen am 05.08.2022. Salz	1,2 Gelöscht am 05.09.2005. Tigges	
	4 Grundstück BV Nr. 16 ist fortgeschrieben in BV Nr. 27 und 28. Eingetragen am 05.08.2022. Salz	8 Gelöscht am 20.04.2007. Schuelke	
	7 Die Grundstücke BV Nr. 14 und 16 sind fortgeschrieben in BV Nr. 25, 26, 27 und 28. Eingetragen am 05.08.2022. Salz		
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
1	1,2,4,6,9, 10,11,12,14 16,17,18,19 20 21, 22, 23, 24 25, 26, 27, 28	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
$\frac{1}{2}$	1,2,4,6,9, 10,11,12,14 16,17,18,19 20 21, 22, 23, 24 25, 26, 27, 28	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			
2	7.650.000 EUR	haftet mit. Ergänzt eingetragen am 06.07.2006.			
		Tigges			
1	1.350.000 EUR	Das Grundstück Nr. 1 des Bestandsverzeichnisses			
2	7.650.000 EUR	ist freigegeben. Eingetragen am 19.01.2007.			
		Tigges			
1	1.350.000 EUR	Die Grundstücke BV Nr. 14 und 16 sind fortge-			
		schrieben in BV Nr. 25, 26, 27 und 28. Eingetra-			
		gen am 05.08.2022.			
		Salz			
2	7.650.000 EUR	Die Grundstücke BV Nr. 14 und 16 sind fortge-			
		schrieben in BV Nr. 25, 26, 27, 28. Eingetragen			
		am 05.08.2022.			
		Salz			

Amtsgericht Köln

Grundbuch von Worringen

Blatt 16235

(Erbbaugrundbuch)

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	m ²
		a	b	c	d	e	f	g
1		Erbbaurecht an dem in Blatt 352 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 des 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	m²	a	m
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)	Karte		Wirtschaftsart und Lage	ha	a	m ²
			Flur	Flurstück				
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, <u>Neusser Landstraße</u>		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	m ²
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	ha	a	m ²
		a	b	c	d			
1	2	3				4		
		Worringen	73	670	Industriegelände Dörnchensweg		14	71
		eingetragen in Abteilung II Nr. <u>4,7,41,44,52</u> 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: <u>Bayer Real Estate GmbH, Leverkusen, - Amtsgericht Köln, HR B 48223 -</u> . 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,	19	70
					<u>Neusser Landstr. 441</u>		
		Worringen	53	43	Gebäude- und Freifläche,	45	24
					<u>Neusser Landstr. 441</u>		
		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					

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		
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 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		
		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					
6/zu 1		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.					
		Uelpenich					
7/zu 1		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		
		a	b	c	ha	a	m ²
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
9/zu 1		Gemäß Fortführungsmitteilung WLDGGB: 496500627 vom 16.06.2016 eingetragen am 07.03.2018.					
		Sures					
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					
		Die Flurstücke 42,43 und 74 sind verschmolzen gemäß Fortführungsmitteilung WLDGGB 496501586 vom 21.09.2018 zu dem Flurstück					
		Worringen	53	100	Gebäude- und Freifläche, Neusser Landstr. 441	1	11 99
		Eingetragen am 27.03.2019.					
		Uelpenich					

Bestand und Zuschreibungen		Abschreibungen	
Zur lfd. Nr. der Grund- stücke		Zur lfd. Nr. der Grund- stücke	
5	6	7	8
1	Grundstücksgröße bei Flurstück 287 berichtigt auf Grund Übertragungsfehler in 38962 qm eingetragen am 10.01.2006. Tigges	1, 2/zul, 3/zul, 4/zul, 5/zul, 6/zul, 7/zul, 8/zul, 9/zul	Infolge Teilung des Erbbaurechts ist das Erbbaurecht an dem Grundstück Flur 53 Flurstück 100 übertragen nach Blatt 18243 am 10.12.2020. Bodmann

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 Rheinisch-Westfälische Elektrizitätswerk A.G. in Essen 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 RWE Energie Aktiengesellschaft in Essen; unter Bezugnahme auf den Rezess W.77 S 10 B 1 I und des Ersuchens des Kulturamts in Köln 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 RWE Energie Aktiengesellschaft in Essen, 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 Rezess W 77 bzw. den Enteignungsbeschluss vom 15. Mai 1922 und Vollziehungsbeschluss 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
		eingetragen am 06. Februar 1968 in Blatt 8393, und über Blatt 0071 hierher mitübertragen am 31.08.2005. Tigges
5	1	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. 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. Tigges
6	1	Vorkaufsrecht für alle Verkaufsfälle für den jeweiligen Grundstückseigentümer, der mit dem Erbbaurecht belasteten Grundstücke, eingetragen in Blatt 352. 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. 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 =Datum= 31.08.2005 Tigges
7	1 nur auf Flur 33, Flurstück	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

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 <u>IKB Deutsche Industriebank, Düsseldorf</u>. 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>
13	1 (nur Flur 33 Flurstück 40)	<p>Beschränkte persönliche Dienstbarkeit (Errichtungs-, Unterhaltungs- und Betriebsrecht für chemische Anlagen) für die Nouryon Functional Chemicals GmbH, Greiz, - Amtsgericht Jena, HRB 508204 -.</p> <p>Bezug: Bewilligung vom 12.03.2020 (UR-Nr. 515/2020, Notar Dr. Jürgen Kallrath, Köln). Das Recht hat Rang vor Abt. III Nr. 1, 2. Eingetragen am</p>

Laufende Nummer der Eintra- gungen	Laufende Nummer der betroffenen Grundstücke im Bestandsverzeichnis	Lasten und Beschränkungen
1	2	3
		25.11.2020. Bodmann

Veränderungen		Löschungen	
Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
4		4	
6	Das Eintragungsdatum lautet: 31.08.2005. Ergänzt am 14.09.2005. Tigges		
2, 3, 4	Das Recht ist übertragen auf die <u>RWE Deutschland Aktiengesellschaft in Essen.</u> 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		

Veränderungen		Löschungen	
Laufende Nummer der Spalte 1		Laufende Nummer der Spalte 1	
4	4	4	4
5	Der jeweilige Grundstückseigentümer ist nunmehr eingetragen in Blatt 17802. Vermerkt am 10.12.2020. Bodmann		
5	Infolge Teilung des Erbbaurechts unter Verteilung des Erbbauzinses mit dem Grundstück Flur 53 Flurstück 100 nach Blatt 18243 übertragen. Bezug: Bewilligung vom 21.04.20 (UR-Nr. 697/2020, Notar Dr. Thilo Weimer, Leverkusen). Eingetragen am 10.12.2020. Bodmann		
6	Infolge Teilung des Erbbaurechts mit Grundstück Flur 53 Flurstück 100 nach Blatt 18243 übertragen am 10.12.2020. Bodmann		
2,3,4	Das Recht ist durch Ausgliederungsvertrag vom 11.11.2019 übertragen auf die Westnetz GmbH, Dortmund - HRB 30872, Amtsgericht Dortmund. Eingetragen am 15.07.2021. Salz		

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
1	1.695.000 EUR	Abt. III Nr. 1,2 haben Rang nach Abt. II Nr. 13. Eingetragen am 25.11.2020. Bodmann			
2	9.605.000 EUR				
1	1.695.000 EUR	Infolge Teilung des Erbbaurechts mit Grundstück Flur 53 Flurstück 100 nach Blatt 18243 zur Mithaft übertragen am 10.12.2020. Bodmann			
2	9.605.000 EUR				
1	1.695.000 EUR	Die Mithaft in Blatt 18243 ist erloschen. Vermerkt am 18.11.2021. Salz			
2	9.605.000 EUR				

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Local court Gladbeck

Land registry of Gladbeck

Folio 3494

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Local court of Gladbeck Land register of Gladbeck Folio 3494 Inventory list

	Plot serial number	Plot previous serial number	Designation of plot and rights attached to title					Size					
			Local district (Survey area)	Parcel	Map Parcel lot	Property register	Type of use and location	ha	a	sq m			
											a	b	c/d
	1	2	3					4					
Ones	1	deleted											
	2		Gladbeck	139	23	4159	Street, Hagelkreuzstrasse		12	75			
	3		"	139	7		<u>Building and open area</u> <u>Courtyard and building area,</u> <u>Schanzenheide 4,</u>		14	29			
	4		"	139	6		Street, Frentroper Strasse		2	14			
Tens	5	deleted							45	44			
	6	deleted										23	10
	7		Gladbeck	139	16								
											<u>Building and open area</u> <u>Courtyard and building area,</u> <u>Hagelkreuzstrasse 34</u> <u>Hagelkreuzstrasse 36</u> <u>Hagelkreuzstrasse 38</u> <u>Frentroper Strasse 105</u> <u>Garden land,</u>		20
							<u>Grassland,</u>		2	24			
							<u>Hagelkreuzstrasse and</u> <u>Frentroper Strasse</u>						
	8		Gladbeck	139	28		<u>Building and open area</u> Courtyard and building area,		17	21			
							<u>Frentroper Strasse 107</u>						
	9		"	139	29		<u>Building and open area</u> Courtyard and building area,		13	21			
	10	see next page					<u>Hagelkreuzstrasse 40, 42</u>						

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 3494

Inventory list

Plot serial number	Plot previous serial number	Designation of plot and rights attached to title					Size		
		Local district (Survey area)	Parcel	Map Parcel lot	Property register	Type of use and location	ha	a	sqm
1	2	a	b		c/d	e	4		
10	4	Gladbeck	139	71		Building and open area		1	84
						Courtyard and building area, Schanzenheide 4			
11		„	139	66		Street,		0	30
12		Gladbeck	139	88		L 618 Frentroper Straße			
						Building and open area,		7	14
			139	89		Hagelkreuzstraße 38		7	36
						Building and open area,			
			139	90		Hagelkreuzstraße 36		7	43
						Building and open area,			
			139	91		Hagelkreuzstraße 34			
						Farmland,		23	51
13		Gladbeck	139	88		Frentroper Straße			
						Building and open area,		7	14
14		„	139	89		Hagelkreuzstraße 38			
						Building and open area,		7	35
15	12	„	139	90		Hagelkreuzstraße 36			
						Building and open area,		7	43
16		„	139	91		Hagelkreuzstrasse 34			
						Farmland,			
						Frentroper Straße		23	51
						Recreational area,			
						Frentroper Straße			

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 3494

Inventory list

Plot serial number	Plot previous serial number	Designation of plot and rights attached to title					Size		
		Local district (Survey area)	Parcel	Map Parcel lot	Property register	Type of use and location	ha	a	sq m
1	2	a	b	c/d	e	ha	a	sq m	
17	9	Gladbeck	139	92		Building and open area, <u>Hagelkreuzstraße 40</u>		5	92
18		"	139	93		Building and open area, <u>Hagelkreuzstraße 42</u>		7	31
19/to 18	Right of way and thoroughfare to land survey district Gladbeck parcel 139, parcel lot 28, recorded in the land registry of Gladbeck under folio 15.631 to 15.636, thereat in section II, no. 1								

Ones

Tens

1|2|3|4|5|6|7|8|9|0|

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 3494

Inventory list

Inventory and attributions		Cancellations	
Re plot serial no.		Re plot serial no.	
5	6	7	8
2, 3, 4, 7, 8, 9	When the previous land register volume 108, folio 3494 was transferred to the loose-leaf land register, it was recorded as inventory on 25 September 1967.	11	Transferred to folio 1480 on 29 September 1971.
		2	Transferred to folio 2073 on 14 January 1974.
10, 11	Updated from serial no. 4 on 1 July 1971.		
		14	Transferred to folio 15.298 on 21 March 1996.
7	Column 3 e) / column 4 corrected on 15 November 1973.	13	Transferred to folio 15.299 on 21 March 1996.
5, 7-10	According to the cadastral register, corrected on 27 February 1986.	15	Transferred to folio 15.300 on 21 March 1996.
7, 12	Serial no. 12 updated from serial no. 7 on 11 September 1995.	8	Due to the development of residential property, cancelled here and transferred to Gladbeck apartment block registers, folio 15.631 to folio 15.636 on 28 May 1996.
			This means that this land register is closed with regard to this property. Recorded
12 to 16	No. 12 split and recorded as nos. 13 to 16 on 21 March 1996.		



= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 3494

Inventory list

Inventory and attributions		Cancellations	
Re plot serial no.		Re plot serial no.	
5	6	7	8
9, 17, 18	No. 9 split and recorded as nos. 17 and 18 on 29 October 1996. [REDACTED]		on 28 May 1996. [REDACTED] [REDACTED]
19/to 18	Recorded on 13 December 1996. [REDACTED] [REDACTED]	18	Transferred to folio 15.840 on 03 January 1997. [REDACTED]
16	Type of use corrected on 04/09/2017. Blömeke	17	Transferred to folio 15.841 on 03 January 1997. [REDACTED]
		3,10	Transferred to Gladbeck folio 15.995 on 11 April 1997. [REDACTED]
		18	Transferred to folio 15.838 on 03/01/1997. Corrected and recorded on 25/01/2007. Halfar
		19	Subsequent transfer to sheet 15.838 on 25/01/2007. Halfar

Continued on insert sheet

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 3494

Section I

Entries' serial number	Title holder(s)	Plot serial no. in the inventory list	Reason for entry
1	2	3	4
1	Phenolchemie, Gesellschaft mit beschränkter Haftung, in Gladbeck, <u>Phenolchemie GmbH & Co. Kommanditgesellschaft, Gladbeck</u> INEOS Phenol GmbH & Co. KG, Gladbeck	2,3,4,7,8,9	The property recorded in the previous land register, volume 108. folio 3494 was recorded here on 25 September 1967. [REDACTED]
		19/to 18	Recorded in the Gladbeck land register, folio 3494 15.631 to 15.636 and recorded here on 13 December 1996. [REDACTED]
			The entity converted into a GmbH & Co. Kommanditgesellschaft (limited partnership) by changing its legal form in accordance with §§ 190 et seqq. of the German Transformation Act (UmwG). With reference to the commercial register HRB 0008 and the commercial register HRA 498 of the Gladbeck local court recorded on 17 July 2001. [REDACTED]
3 2			3 2
1			1

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 3494

Section I

Entries' serial number	Title holder(s)	Plot serial no. in the inventory list	Reason for entry
1	2	3	4
			<p>Re no. 1:</p> <p>As a result of the company name change, title holder details are now:</p> <p>INEOS Phenol GmbH & Co. KG, Gladbeck.</p> <p>The entity was converted into a GmbH (limited liability company) by changing its legal form in accordance with §§ 190 et seqq. UmwG. With reference to the commercial register HRB 9687 (Gelsenkirchen local court) recorded on 19/10/2010.</p> <p>Barz</p>

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Local court of Gladbeck

Land register of Gladbeck

Folio 3494

Section II

Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants
1	2	3
1	4, 10, 11	A right of way for the respective title holder of parcel 52, no. 26 (Gladbeck, volume 108, folio 3492) providing that the entitled party may use the encumbered property for riding, driving and walking for themselves, their visitors, employees, workers, tenants and subtenants. With reference to the grant dated 9 December 1953, recorded on 25 June 1954 and transferred on 25 September 1967.

= Certified Translation from German into English =

Local court of Gladbeck		Land register of Gladbeck		Folio 3494	Section II
Changes			Cancellations		
Column 1 serial no.			Column 1 serial no.		
4	5		6	7	
Hundreds	1	Plot serial no. 11 of the inventory list - parcel 139 no. 66 - has been released. Recorded on 29 September 1971.			
Thousands	1	Together with encumbered plot serial no. 10 of the inventory list, transferred to Gladbeck folio 15.955 on 11 April 1997.			
3					3
2					2
1					1

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 3494

Section III

	Entries' serial number	Serial no. of the encumbered plots in the inventory list	Amount	Mortgages, land charges and annuity charges
	1	2	3	4
Onas	1	8	150,000.-- DM	One hundred and fifty thousand German Mark mortgage loan repayment for the pension fund of the chemical industry in Germany, in Duisburg. The loan is subject to interest at a rate of six per cent per annum from the date of disbursement, and under certain conditions, at a rate of eight per cent per annum from the date of payment default. Whenever the capital is due and repaid early in accordance with paragraphs 2 and 3 of the "General Terms and Conditions", or as a result of the debtor's termination, an indemnity of one and a half per cent for the year, but no more than two and a half per cent, shall be payable. The respective title holder shall be subject to immediate foreclosure. According to the grant dated 10 January 1963, recorded on 18/01/1963 and transferred on 25 September 1967.
Tens	2	8	26,300.-- DM	Twenty-six thousand three hundred German Mark mortgage charge for a claim arising out of a promise of payment, in addition to eight and a half percent annual interest running from the date of recording regarding the Housing Promotion Agency of the State of North Rhine-Westphalia in Düsseldorf. The respective title holder is subject to immediate foreclosure. With reference to the grant dated 10 January 1963, with no land charge instrument, recorded on 18/01/1963 and transferred on 25 September 1967.
3				3
2				2
1				1

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Local court of Gladbeck

Land register of Gladbeck

Folio 3494

Section III

Entries' serial number	Serial no. of the encumbered plots in the inventory list	Amount	Mortgages, land charges and annuity charges
1	2	3	4
3	9	4,400.-- DM	Four thousand four hundred German Mark mortgage charge for a claim arising out of a payment promise, in addition to eight and a half percent annual interest running from the date of recording regarding the Housing Promotion Agency in the State of North Rhine-Westphalia in Düsseldorf. The respective title holder shall be subject to immediate foreclosure. With reference to the grant dated 10 January 1963, <u>with no land charge instrument</u> , recorded on 18/01/1963 and transferred on 25 September 1967.
4	16	2,000,000.-- DM	<p>Two million German Mark land charge for BARCLAYS BANK PLC, London, England with 15% annual interest rate and a one-off ancillary payment in the amount of 3% of the land charge; enforceable according to § 800 ZPO. With reference to the approval dated 23/05/2001 (deed roll no. 39/2001, of notary Dr. Klöcker in Frankfurt am Main) recorded with no mortgage instrument on 17 July 2001. Co-liability recorded in the Gladbeck land register, folio 4638, 8171, 8468, 9709, 15.566 <u>and 15.646</u> and in the land register of Kirchhellen folio 1330 (Local court of Bottrop).</p>
3			
2			
1			

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Local court of Gladbeck Land register of Gladbeck Folio 3494 Section III

Entries' serial number	Serial no. of the encumbered plots in the inventory list	Amount	Mortgages, land charges and annuity charges
1	2	3	4

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Local court of Gladbeck

Land register of Gladbeck

Folio 3494

Section III

Changes			Deletions		
Column 1 serial no.	Amount		Column 1 serial no.	Amount	
5	6	7	8	9	10
Hundreds	1 150,000.-- DM)	Notice of right to cancellation to § § 1163, 1179 German civil Code (BGB) for the respective creditor of the mortgage, section III, no.. 2 according to the grant dated 10 January 1963 recorded on 18 January 1963 and transferred on 25 September 1967	2	26,300.-- DM	Deleted on 29
	2 26,300.-- DM)		3	4,400.-- DM	October 1979.
					[Redacted] [Redacted]
Thousands		[Redacted] [Redacted]	1	150,000.-- DM	Deleted on 28 May 1996.
	1 150,000.-- DM)	Notice of right to cancellation according to § § 1163, 1179 BGB for the respective creditor of the mortgage charge, section III, no.. 2 according to approval 10 January 1963, recorded on 18 January 1963 and transferred on 25 September 1967			[Redacted] [Redacted]
	2 26,300.-- DM)				
	3 4,400.-- DM)				
		[Redacted] [Redacted]			
	4 2,000,000.-- DM)	Co-liability in the land register of Gladbeck, folio 15.646 has expired. Recorded on 16 August 2022.			
		[Redacted] [Redacted]			
3					3
2					2
1					1

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Local court of Gladbeck

Land register of Gladbeck

Folio 4638

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Local court of Gladbeck

Land register of Gladbeck

Folio 4638

Inventory list

Plot serial number	Plot previous serial number	Designation of plot and rights attached to title					Area size			
		Local district (survey district)	Map		Property register	Type of use and location	ha	a	sqm	
			Parcel	Parcel lot						
		a	b		c/d	a				
1	2	3					4			
1		Gladbeck	140	31	5193	Courtyard and buildings area,		4	94	
2		"	140	29		<u>Arenbergstrasse 43</u>				
	3	1, 2	"	140		87	Courtyard and buildings area,		6	07
							<u>Arenbergstrasse 43</u>			
					<u>Building(s) and open space</u>					
3		"	140	87		Courtyard and buildings area,		11	01	
4	3	Gladbeck	140	104		<u>Arenbergstrasse 43</u>				
						Building(s) and open area		9	42	
						Dechenstraße 3				
5		Gladbeck	145	659		<u>Traffic area,</u>				
						<u>Arenbergstrasse 43</u>				

Ones

Tens

3

2

1

3

2

1

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Local court of Gladbeck Land register of Gladbeck Folio 4638 Inventory list

Inventory and attributions		Cancellations	
Re serial plot no.		Re serial plot no.	
5	6	7	8
1, 2	When the previous land register volume 108, folio 3494 was transferred to the loose-leaf land register, it was recorded as inventory on 3 May 1968. [Redacted] [Redacted]	5	Transferred to folio 2.008 on 23 October 1991. [Redacted]
3	Updated serial nos. 1, 2 on 4 January 1974. [Redacted] [Redacted]		
3	According to cadastral register corrected on [20 AUG 1988] [Redacted] [Redacted]		
3,4,5	Serial nos. 4 and 5 updated from serial no. 3 on 31 July 1991 [Redacted] [Redacted]		

Hundreds

Thousands

3
2
1

3
2
1



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Local court of Gladbeck		Land register of Gladbeck	Folio 4638	Section I
Entries' serial number	Title holder(s)	Plot serial no. in the inventory list	Reason for entry	
1	2	3	4	
1	Legal representative Franz Kolle in Gladbeck	1, 2	<u>Ownership recorded in the previous land register, volume 149, folio 4638 was transferred here on 3 May 1968.</u> [Redacted] [Redacted]	
2	Married couple, inkeeper Walter Bugenhagen and Ursula née Nowak, both in Gladbeck, each with a 1/2 share	1, 2	<u>Transfer of title on 30 May 1968 and recorded on 8 November 1968.</u> [Redacted] [Redacted]	
3	<u>Phenolchemie GmbH in Gladbeck</u> <u>Phenolchemie GmbH & Co. Kommanditgesellschaft, Gladbeck Gladbeck</u> <u>INEOS Phenol GmbH & Co. KG, Gladbeck</u>	3	Transfer of title on 14 October 1987 and recorded on 25 February 1988. [Redacted] [Redacted] The entity transformed to a GmbH & Co. limited partnership by changing its legal form in accordance with §§ 190 et seqq. UmwG (German Transformation Act). Referring to the commercial register HRB 0008 and the Commercial Register HRA 498 of the Gladbeck local court recorded on 17 July 2001. [Redacted] [Redacted]	

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Local court of Gladbeck

Land register of Gladbeck

Folio 4638

Section I

Entries' serial number	Title holder(s)	Plot serial no. in the inventory list	Reason for entry
1	2	3	4
			<p>Re no. 3: As a result of the company change, title holder disclosure is now: INEOS Phenol GmbH & Co. KG, Gladbeck. The entity transformed to a GmbH (limited liability company) by changing its legal form in accordance with §§ 190 et seqq. UmwG (German Transformation Act). Referring to the commercial register HRB 9687 (Gelsenkirchen Local Court) recorded on 19/10/2010. Barz</p>

= Certified Translation from German into English =

Local court of Gladbeck		Land register of Gladbeck	Folio 4638	Section II
Entries' serial number	Plot serial no. in the relevant inventory list	Encumbrances and restricted covenants		
1	2	3		
Ones	1	1, 2, 3 4, 5	The relevant title holder has an obligation to tolerate the harmful effects emanating from the mining companies working the coal mine "Im Vest Recklinghausen" (current owner: Hibernia Aktiengesellschaft in Herne) registered in the Mining Land Register of Recklinghausen, volume 5, folio 63, and to waive claims for damages (mining and immission damage, including impaired value) resulting from the mining and ancillary operations of Hibernia on the encumbered parcel lots, including the buildings and grounds. Recorded on 16 October 1958 with same ranking as rights Section II nos. 2 and 3 and transferred on 3 May 1968.	
			[Redacted]	[Redacted]
Tens	2	1, 2, 3 4, 5	A right of first refusal in all cases of conveyance in favour of Hibernia Aktiengesellschaft in Herne, recorded on 16 October 1958 with same ranking as rights Section II, nos. 1 and 3 and transferred on 3 May 1968.	
			[Redacted]	[Redacted]
	3	1, 2 3	Restricted easement in gross in favour of Hibernia Aktiengesellschaft regarding content, since the owner may not increase the encumbered property or remove the waiting area and toilets. The waiting area and toilet facilities are required to be kept open during road traffic hours and cleaned daily. Furthermore, the title holder is required to keep up the enclosure between the colliery site and his property.	
3				3
2				2
1				1

= Certified Translation from German into English =

Local court of Gladbeck		Land register of Gladbeck	Folio 4638	Section II
Entries' serial number	Plot serial no. in the relevant inventory list	Encumbrances and restricted covenants		
1	2	3		
		Referring to the grant dated 13 May 1957, recorded on 16 October 1958 with same ranking as rights in Section II, nos. 1 and 2 and transferred on 3 May 1968.		
		[Redacted] [Redacted]		
4	1, 2, 3	Priority notice to secure the right of re-conveyance for merchant Franz Kolle in Gladbeck. In accordance with grant dated 30 May 1968, recorded on 11 November 1968.		
		[Redacted] [Redacted]		
5	3	Priority notice to secure the right of conveyance for Phenolchemie GmbH in Gladbeck. In accordance with grant dated 14 October 1987, recorded on 16 October 1987.		
		[Redacted] [Redacted]		
3				3
2				2
1				1

= Certified Translation from German into English =

Local court of Gladbeck Land register of Gladbeck Folio 4638 Section II

Changes		Cancellations	
Column 1 serial no.		Column 1 serial no.	
4	5	6	7
Hundreds	1, 2 Plot serial no. 5 in the inventory list - parcel 139, no. 66 - released from co-encumbrance. Recorded on 23 October 1991.	45	Cancelled on 25 February 1988. [Redacted] [Redacted]
	[Redacted] [Redacted]	3	Cancelled on 26 April 1989. [Redacted] [Redacted]
Thousands			
3			3
2			2
1			1

GS 73 [illegible text]

= Certified Translation from German into English =

Local court of Gladbeck		Land register of Gladbeck		Folio 4638	Section III
Entries' serial number	Serial number of encumbered plots in inventory list	Amount	Mortgages, land charges and annuity charges		
1	2	3	4		
1	1, 2, 3	250,000.--DM	A two hundred and fifty thousand German Mark interest-free and immediately due land charge for merchant Franz Kolle in Gladbeck. Recorded with no land charge instrument on 8 November 1968.		
			[Redacted] [Redacted]		
2	3	70,000.--DM	A seventy thousand German Mark land charge for the Stadtparkasse Gladbeck at 10% annual interest; enforceable pursuant to § 800 ZPO (German Code of Civil Procedure). Referring to the grant dated 25 February 1985 recorded on 06 March 1985.		
			[Redacted] [Redacted]		
3	4	2,000,000.--DM)	A two million Deutsche Mark land charge for BARCLAYS BANK PLC, London, England, at a 16% annual interest rate and a one-off ancillary payment in the amount of 3% of the land charge; enforceable according to § 800 ZPO. Referring to the grant dated 23/05/2001 (deed roll no. 39/2001, drawn by notary, Dr. Klöcker in Frankfurt am Main) recorded with no land charge instrument on 17 July 2001. Co-liability exists in the land register of Gladbeck, folio 3494, 8171, 8468, 9709, 15.566 <u>and 15.646</u> and in the land register of Kirchhellen, folio 1330 (AG Bottrop).		
			[Redacted] [Redacted]		
3					3
2					2
1					1

= Certified Translation from German into English =

Local court of Gladbeck Land register of Gladbeck Folio 4638 Section III

Changes			Cancellations		
Column 1 serial no.	Amount		Column 1 serial no.	Amount	
5	6	7	8	9	10
3	2,000,000--DM)	Co-liability in the land register of Gladbeck, folio 15.646 has been cancelled. Recorded on 16 August 2002.	1 2	250,000.--DM 70,000.--DM	Cancelled on 25 February 1988.
		[Redacted] [Redacted]			[Redacted]

Hundreds

Thousands

3

2

1

3

2

1

GS 74 [illegible text]

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8171

This folio has migrated to EDP for future recording and has replaced the previous folio.
Red text underlining (radiations) on this folio is rendered in black.

Released on 20/03/2003, Münchow

= Certified Translation from German into English =

Local court of Gladbeck		Land register of Gladbeck				Folio 8171	Inventory list		
Plot serial number	Plot previous serial number	Designation of plot and rights attached to title					Area size		
		Local district (survey district)	Parcel	Map Parcel lot	Property register	Type of use and location	ha	a	sq m
1	2	a	b	c/d	e	a	4		
Ones	1	Gladbeck	140	46	[8724]	Building and open area Commercial property,	1	30	45
	2	"	140	50		Dechenstraße 3 Commercial property,		21	27
	3	"	140	53		Dechenstraße 3 Building and open area Commercial property,		9	91
	4	"	140	55		Dechenstraße 3 Commercial property,		0	12
	5	"	140	56		Dechenstraße Commercial property,		3	40
	6	"	140	58		Dechenstraße Commercial property		2	13
	7	"	140	59		Arenbergstraße Commercial property,		4	93
	8	"	140	65		Arenbergstraße Commercial property,		14	51
	9	"	140	84		Dechenstraße Commercial property,	2	02	01
	10	"	140	86		Arenbergstraße Woodland (timber), Commercial property,	2	56	42
Tens	3								3
	2						3	63	35
	1					Freutroper Straße			1

= Certified Translation from German into English =

Local court of Gladbeck		Land register of Gladbeck			Folio 8171		Inventory list		
Plot serial number	Plot previous serial number	Designation of plot and rights attached to title					Area size		
		Local district (survey district)	Parcel	Map Parcel lot	Property register	Type of use and location	ha	a	sq.m
1	2	3					4		
11	2, 10	Gladbeck	140	93		<u>Building and open area</u> <u>Commercial property</u>	3	84	62
12	89	„	140	94		<u>Dechenstraße 3</u> <u>Building and open area</u> <u>Commercial property,</u>	4	72	94
13	4, 5, 6,	„	140	95		<u>Dechenstraße 3</u> <u>Building and open area</u> <u>Commercial property,</u>		10	58
14	7	Gladbeck	140	103		<u>Dechenstraße 3</u> Building and open area		8	47
15	13	Gladbeck	145	658		<u>Dechenstraße 3</u> <u>Traffic area</u> <u>Arenbergstraße</u>		2	09
16		Gladbeck	141	24		<u>Woodland area,</u> <u>Arenbergstraße</u>	5	66	76
17		„	141	29		Building and open area Frentroper Straße		57	58
18		„	141	31		Frentroper Straße		6	69
19		„	141	34		Building and open area, Traffic area, Frentroper Straße	5	64	27
3									3
2									2
1									1

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8171

Inventory list

	Plot serial number	Plot previous serial number	Designation of plot and rights attached to title					Area size		
			Local district (survey district)	Parcel	Map Parcel lot	Property register	Type of use and location	ha	a	m²
	1	2	a	b		c/d	a			
Ones	20	1	Gladbeck	140	140		Traffic area,		2	52
	21		„	140	148		Dechenstraße - K 3 - Building(s) and open area, Dechenstrasse 3	1	27	93
	22		Gladbeck	140	139		Traffic area,		1	16
	23	3	„	140	149		Dechenstraße - K 3 - Building and open area, Dechenstraße 3		8	78
	24		Gladbeck	140	141		Traffic area		0	15
Tens	25	11	„	140	147	Dechenstraße - K 3 - Building and open area and water surface, Dechenstraße 3	3	84	47	
	26	12,14	Gladbeck	140	184	Building and open area, Dechenstrasse 3	4	81	41	
3										3
2										2
1										1

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8171

Inventory list

		Plot inventory and attributions		Cancellations		
		Re plot serial no.		Re plot serial no.		
		5	6	7	8	
Hundreds	1 - 7	Transferred from folio 2906 to here on 30 January 1976. [Redacted]	[Redacted]	15	Transferred to folio 2.008 on 23 October 1991. [Redacted]	[Redacted]
	89	Transferred from folio 4269 to here on 30 January 1976. [Redacted]	[Redacted]	20, 22, 24	Transferred to folio 11.299 on 13 February 2002. [Redacted]	[Redacted]
	10	Transferred from folio 2906 to here on 30 January 1976. [Redacted]	[Redacted]			
	11	Updated from serial nos. 2 and 10 on 26 March, <u>February</u> 1976. [Redacted]	[Redacted]			
	12	Updated from serial nos. 8 and 9 on 26 March 1976. [Redacted]	[Redacted]			
Thousands	13	Updated from serial nos. 4, 5, 6 and 7 on 26 March 1976. [Redacted]	[Redacted]			
	[1, 3]	According to cadastral register corrected on [12 OCT 1987] [Redacted]	[Redacted]			
	[11-13]					
3						3
2						2
1						



= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8171

Inventory list

Plot inventory and attributions		Cancellations	
Re plot serial no.		Re plot serial no.	
5	6	7	8
13,14, 15	Serial nos. 14 and 15 updated from serial no. 13 on 31 July 1991. [Redacted] [Redacted]		
16,17, 18,19	Tranferred here from Gladbeck folio 2906 on 26 February 1996. [Redacted] [Redacted]		
1,20, 21	Serial no. 1 split, with simultaneous partial change of the type of use and location, recorded under serial nos. 20 and 21 as independent plots on 19 December 2000. [Redacted] [Redacted]		
3,22, 23	Serial no. 3 split, with simultaneous <u>partial</u> rectification and change of the type of use and location, as well as rectification of the area information, recorded under serial nos. 22 and 23 as independent plots on 19 December 2000. [Redacted] [Redacted]		
11,24, 25	Serial no. 11 split, with simultaneous partial change of the type of use and location, recorded under serial nos. 24 and 25 as independent plots on 19 December 2000. [Redacted] [Redacted]		
3			3
2			2
1			1

Continued on insert leaf



= Certified Translation from German into English =

Local court of Gladbeck **Land register of** Gladbeck **Folio** 8171 **Inventory list**

Plot inventory and allocations		Cancellations	
Re plot serial no.		Re plot serial no.	
5	8	7	8
12,14 , 26	Nos. 12 and 14, as a result of plot amalgamation and merger, recorded as no. 26, based on change filing no. 5520-2010/72995 dated 03.11.2010, on 23.11.2010. Barz		
25	Type of use and location designation rectified on 13/11/2017. Wilmsmann		
19	Type of use corrected on 09/02/2018. Blömeke		

= Certified Translation from German into English =

Local court of Gladbeck		Land register of Gladbeck	Folio 8171	Section I
Entries/ serial number	Title holder(s)	Plot serial no. in the inventory list	Reason for entry	
1	2	3	4	
Ones	1			
		1 to 7	Conveyance made on 21 December 1972 and recorded on 30 January 1976.	
			[Redacted] [Redacted]	
		89	Conveyance made on 21 December 1972 and recorded on 30 January 1976.	
			[Redacted] [Redacted]	
Tens		10	Conveyance made on 15 December 1974 and recorded on 30 January 1976.	
			[Redacted] [Redacted]	
		16.17,18,19	As a result of the conveyance dated 28 November 1995, recorded on 26 February 1995.	
			[Redacted] [Redacted]	
			The entity transformed to a GmbH & Co. (limited liability partnership) by changing its legal form in accordance with §§ 190 et seqq. UmwG (German Transformation Act).	

= Certified Translation from German into English =

Local court of Gladbeck		Land register of Gladbeck	Folio 8171	Section I
Entries' serial number	Title holder(s)	Plot serial no. in the inventory list	Reason for entry	
1	2	3	4	
Hundreds			Referring to the commercial register HRB 0008 and the commercial register HRA 498 of the Gladbeck local court recorded on 19 December 2000.	
			<p>Re no. 1: Change of ownership, now: INEOS Phenol GmbH & Co.KG. Recorded on 17/11/2004. Halfar</p>	
			<p>Re no. 1: The entity transformed to a GmbH (limited liability company) by changing its legal form in accordance with §§ 190 et seqq. UmwG (German Transformation Act). Referring to the commercial register HRB 9687 (Gelsenkirchen Local Court) recorded on 19/10/2010. Barz</p>	
Thousands				
3				3
2				2
1				1

= Certified Translation from German into English =

Local court of Gladbeck		Land register of Gladbeck	Folio 8171	Section II
Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants		
1		3		
1	1-21 [illegible numbers]	<p>The <u>Hüls Aktiengesellschaft chemical plants in Marl</u> are entitled to install a double gas line in a 5 m wide land strip, in accordance with the plan established under the expropriation procedure, and to use the encumbered property at any time for the purpose of building, operating and maintaining such line. No superstructures may be built on the 5 m wide protective strip of the relevant plot for the duration of the existence of the pipeline and no other works causing a hazard to the conditions of the gas pipeline may be implemented. The outer boundaries of the protective strip shall be signalled by marking lines running in the same direction from the line axis to the left and right at a distance of 2.50 m. This right has priority over all other rights and encumbrances on the encumbered plot, unless such rights have been established by way of expropriation. In such a case, the rights shall have the same ranking. The exercise of the easement may be assigned to a third party. In addition, referring to Clause 4 of the Indemnification Settlement and Expropriation Order of the President of the Government in Münster dated June 1955 and the correction and amendment resolution dated August 1955, recorded on 18 November 1955 last on folio 2906 and transferred from there to here on the 30 January 1976.</p>		
2	see next page	[Redacted]	[Redacted]	

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8171

Section II

Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants
1	2	3
2	3	The Rheinisch-Westfälisches Elektrizitätswerk Aktiengesellschaft (Electricity Company) in Essen is entitled to connect and keep a substation and switchgear on the encumbered plot, as well as to operate and maintain it. Furthermore, the Elektrizitätswerk is entitled to use the property for the laying, maintenance and operation of any kind of cable lines and to have right of entry and right of way for vehicles at any time. Recorded on 6 January 1966 last on folio 2906 and transferred from there with the encumbered plot to here on 30 January 1976.
3	8, 9, 12, 26 (encumbering former parcel 140, parcel lot 94)	<p>[Redacted] [Redacted]</p> <p>The Hüls Aktiengesellschaft chemical plant in Marl is entitled to install a double gas line in a 5 m wide land strip, in accordance with the plan established under the expropriation procedure, and to use the encumbered plots at any time for the purpose of building, operating and maintaining such line. No superstructures may be built on the 5 m wide protective strip of the plots in use for the duration of the existence of the pipeline and no other works causing a hazard to the conditions of the gas pipeline may be implemented. The outer boundaries of the protective strip shall be signalled by marking lines running in the same direction from the line axis to the left and right at a distance of 2.50 m. This right has priority over all other rights and encumbrances on the encumbered plots, unless such rights have been established under the expropriation procedure. In such a case, the rights shall have the same ranking. Exercise of easement</p>
3		3
2		2
1		1

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8171

Section II

	Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants	
	1	2	3	
Ones	4	<u>12</u> 26 (encumbering former parcel 140, parcel lot 94)	<p>may be transferred to third parties. In all other respects, under Clause 4 of the Indemnification Settlement and Expropriation Order of the President of the Government in Münster dated 21 June 1955 and the correction and amendment resolution dated 4 August 1955, recorded on 18 November 1955 last on folio 4269 and transferred from there to here, together with the encumbered lots, on 30 January 1976.</p> <p align="center">[Redacted] [Redacted]</p> <p>Restricted easement in gross (right to keep, operate and maintain several pipelines) granted to VEBA Kraftwerke Ruhr Aktiengesellschaft in Gelsenkirchen. Building and impact restrictions exist. Equal rank is reserved for a restricted easement in gross for the laying of a sewer for the city of Gladbeck. Referring to the grant of 26 April 1976, occupying the same rank as the rights of Section II, nos. 5 and 6 recorded on 6 July 1976.</p>	
	5	<u>12</u> 26 (encumbering former parcel 140, parcel lot 94)	<p align="center">[Redacted] [Redacted]</p> <p>Restricted easement in gross (right to keep, operate and maintain a connecting air line) granted to Ruhrkohle Aktiengesellschaft in Essen. Building and impact restrictions exist. Equal rank is reserved for a restricted easement in gross for the laying of a sewer for the city of Gladbeck. Referring to the grant of 26 April 1976, occupying the same rank as the rights of Section II, nos. 4 and 6 recorded on 6 July 1976.</p>	
Tens	3			3
	2			2
	1			1
			[Redacted] [Redacted]	

= Certified Translation from German into English =

Local court of Gladbeck		Land register of Gladbeck	Folio 8171	Section II
Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants		
1	2	3		
6	<u>12</u> 26 (encumbering former parcel 140, parcel lot 94)	<p>Restricted easement in gross (right to keep, operate and maintain several pipelines) granted to <u>VEBA-Chemie Aktiengesellschaft in Gelsenkirchen-Buer.</u> Building and impact restrictions exist. Equal rank is reserved for a restricted easement in gross for the laying of a sewer for the city of Gladbeck. Referring to the grant dated 26 April 1976, occupying the same rank as the rights of Section II, nos. 4 and 5 recorded on 6 July 1976.</p> <p align="center">[Redacted] [Redacted]</p>		
7	<u>12</u> 26 (encumbering former parcel 140, parcel lot 94)	<p>Restricted easement in gross (laying and maintaining a drainage canal) for the city of Gladbeck. Building and impact restrictions exist. The exercise of the easement may be granted to a third party. Referring to the grant of 04 July 1979 recorded on 19 July 1979.</p> <p align="center">[Redacted] [Redacted]</p>		
8	16	<p>Following rights:</p> <p><u>BOC Gase GmbH in Stuttgart</u> is entitled to install a double gas line in a 7 m wide land strip, in accordance with the plan established under the expropriation procedure, and to use the encumbered plot at any time for the purpose of building, operating and maintaining such line. No superstructures may be built on the 7 m wide protective strip of the relevant plot for the duration of the existence of the pipeline and no other works causing a hazard to the conditions of the gas pipeline may be implemented. The</p>		
3				3
2				2
1				1

= Certified Translation from German into English =

Local court of Gladbeck		Land register of Gladbeck	Folio 8171	Section II
	Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants	
	1	2	3	
Ones			outer boundaries of the protective strip shall be signalled by marking lines running in the same direction from the line axis to the left and right at a distance of 3.50 m. The exercise of the easement may be granted to a third party. In addition, under Clause 4 of the Indemnification Settlement and Expropriation Order of the President of the Government in Münster dated 21 June 1955 and the correction and amendment resolution dated 04 August 1955, recorded on 18 November 1955.	
	9	16	Restricted easement in gross (right to build and operate a transmission line) granted to RUHR OEL GmbH in Düsseldorf. Building and impact restrictions exist. Referring to the grant dated 30 June 1993 (deed roll 463/94 3 drawn by notary Wilhelm Ax), pari-ranked with the right Section II, no. 10 recorded on 23 June 1994.	
	10	16	Restricted easement in gross (right to build and operate a transmission line) granted to RUHR OEL GmbH in Düsseldorf. Building and impact restrictions exist. Referring to the grant dated 30 June 1993 (deed roll 464/93 drawn by notary Wilhelm Ax), pari-ranked with the right Section II, no. 9 recorded on 23 June 1994.	
Tens	11	19	Easement (right of way) granted to the respective owner of the plot in the Gladbeck local district, parcel 141, parcel lot 32 (recorded in the land register of Buer, folio 1.268 (Local Court of Gelsenkirchen-Buer). Impact restrictions exist. Referring to the grant of 18 May 1994 (deed roll 412/94 drawn by notary Ax in Gelsenkirchen) recorded on 05 September 1994.	
3				
2	12	17	Restricted easement in gross - building, operating and maintaining a track road -	
1				

= Certified Translation from German into English =

Local court of Gladbeck **Land register of** Gladbeck **Folio** 8171 **Section II**

Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants
1	2	3
13	17,19	granted to Ruhrkohle AG in Essen. Referring to the grant dated 18 May 1994 (deed roll 408/94 drawn by notary Ax in Gelsenkirchen) pari-ranked with the rights Section II, nos. 13 and 14 recorded on 05 September 1994.
14	17,19	Restricted easement in gross - right to lay and operate telecommunications cables - granted to Ruhrkohle AG in Essen. Building and impact restrictions exist. Referring to the grant dated 18 May 1994 (deed roll 409/94 drawn by notary Ax in Gelsenkirchen) pari-ranked with the rights Section II, nos 12, 14 and 15 recorded on 05 September 1994.
15	19	Restricted easement in gross - right to build and operate a mine water channel - granted to Ruhrkohle AG in Essen. Building and impact restrictions exist. Referring to the grant dated 18 May 1994 (deed roll 410/94 drawn by notary Ax in Gelsenkirchen) pari-ranked with the rights in Section II, nos , 12, 13 and 15 recorded on 05 September 1994.
16	17	Restricted easement in gross - right to build and operated a drainage channel - granted to Ruhrkohle AG in Essen. Building and impact restrictions exist. Referring to the grant dated 18 May 1994 (deed roll 411/94 drawn by notary Ax in Gelsenkirchen) pari-ranked with the rights in Section II, nos. 13 and 14 recorded on 05 September 1994.
3		3
2		2
1		1

= Certified Translation from German into English =

Local court of Gladbeck		Land register of Gladbeck	Folio 8171	Section II
Ones	Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants	
	1	2	3	
Tens	17	19	<p>Restricted easement in gross (right to operate cable ducts with high-voltage and low-voltage cables) granted to VEBA Kraftwerke Ruhr AG in Gelsenkirchen-Buer. Building and impact restrictions exist. Referring to the grant of 18 July 1994 (deed roll 623/94 drawn by notary Ax in Gelsenkirchen) recorded on 05 September 1994. Transferred with the encumbered plots from Gladbeck folio 2906 to here on 26 February 1996.</p> <p align="center">[Redacted] [Redacted]</p>	
	18	25	<p>Restricted easement in gross (right to lay and operate a transmission line for chemicals) granted to <u>Infracor GmbH Marl</u>. Impact restrictions exist. Reference: grant dated 25/08/2004 (deed roll no. 277/2004. notary Burchard Strunz, Gladbeck). Recorded on 17/11/2004.</p> <p align="center">Halfar</p>	
3			3	
2			2	
1			1	

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8171

Section II

Changes		Cancellations	
Column 1 serial no.		Column 1 serial no.	
4	5	6	7
Hundreds	6	2	Cancelled on 11 July 1979. [Redacted] [Redacted]
	[Redacted] [Redacted] <u>The rights have</u>		
	The right has been transferred to BOC Gase GmbH in Stuttgart. Based on the declaratory judgment of the President of the Essen Regional Court delivered on 19 July 1994 - 344 E/re 107 - recorded on 13 September 1995. [Redacted] [Redacted]		
	3,8		
Thousands	[Redacted] [Redacted]		
	1		
	The beneficiary is now <u>Degussa AG in Düsseldorf</u> . The plot with serial no. 20 in the inventory list, parcel 140, parcel lot 140 has been released from co-liability. Recorded on 13 February 2002. [Redacted] [Redacted]		
	1		
	The right has been transferred to Air Liquide Deutschland GmbH, Düsseldorf. Reference: grant dated 23/04/2009 (deed roll 258/2009, drawn by notary Klaus Ludes, Marl), recorded on 06/05/2009. Barz		

GS 73 [illegible text]

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8171

Section II

Changes		Cancellations	
Column 1 serial no.		Column 1 serial no.	
4	5	6	7
18	The right has been transferred to Westgas GmbH, Marl. Reference: grant dated 27/09/2013 (deed roll no. 708/2013, drawn by notary Klaus Ludes, Marl). Recorded on 04/11/2013. Wilmsmann		

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8171

Section III

	Entries' serial number	Plot serial no. in the inventory list	Amount	Mortgages, land charges and annuity charges	
	1	2	3	4	
Ones	1	[21,23,25,28] [numbers crossed out]	5,000,000.--DM	A five million German Mark land charge at 15% annual interest for <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck.</u> The right to object under § 1160 BGB (German Civil Code) has been waived. Co-liability in the land registers of Gladbeck, folio 3442 and folio 8468 exists. Referring to the grant dated 12 May 1977, pari-ranked with the rights in Section III, nos. 2, 3, 4, 5 and 6, recorded on 21 June 1977. [REDACTED]	
	2	[21,23,25,26] [numbers crossed out]	5,000,000.--DM	A five million German Mark land charge at 15% annual interest for <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck.</u> The right to object under § 1160 BGB (German Civil Code) has been waived. Co-liability in the land registers of Gladbeck, folio 8171 and folio 3442 exists. Referring to the grant dated 12 May 1977, pari-ranked with the rights in Section III, nos. 1, 3, 4, 5 and 6, recorded on 21 June 1977. [REDACTED]	
Tens	3	[21,23,25,26] [numbers crossed out]	5,000,000.--DM	A five million German Mark land charge at 15% annual interest for <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck.</u> The right to object under § 1160 BGB (German Civil Code) has been waived. Co-liability in the land registers of Gladbeck, folio 3442 and folio 8468 exists. Referring to the grant dated 12 May 1977, pari-ranked with the rights in Section III, nos. 1, 2, 4, 5 and 6, recorded on 21 June 1977. [REDACTED]	
	3				3
	2				2
	1				1

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8171

Section III

Entries' serial number	Plot serial no. in the inventory list	Amount	Mortgages, land charges and annuity charges
1	2	3	4
4	[21,23,25,26] [numbers crossed out]	4,000,000.--DM	A four million German Mark land charge at 15% annual interest for <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck.</u> The right to object under § 1160 BGB (German Civil Code) has been waived. Co-liability in the land registers of Gladbeck, folio 3442 and folio 8468 exists. Referring to the grant dated 12 May 1977, pari-ranked with the rights in Section III, nos. 1, 2, 3, 5 and 6, recorded on 21 June 1977. [REDACTED]
5	[21,23,25,26] [numbers crossed out]	3,000,000.--DM	A three million German Mark land charge at 15% annual interest for <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck.</u> The right to object under § 1160 BGB (German Civil Code) has been waived. Co-liability in the land registers of Gladbeck, folio 3442 and folio 8468 exists. Referring to the grant dated 12 May 1977, pari-ranked with the rights in Section III, nos. 1, 2, 3, 4 and 6, recorded on 21 June 1977. [REDACTED]
6	[20,21,22,23,24,25] [numbers crossed out]	2,000,000.--DM	A two million German Mark land charge at 15% annual interest for <u>Westfalenbank Aktiengesellschaft in Bochum.</u> The respective title holder shall be subject to immediate foreclosure. The right to object under § 1160 BGB (German Civil Code) has been waived. Co-liability in the land registers of Gladbeck, folio 3442 and folio 8468 exists. Referring to the grant dated 12 May 1977, pari-ranked with the rights in Section III, nos. 1, 2, 3, 4 and 5, recorded on 21 June 1977. [REDACTED]

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8171

Section III

	Entries' serial number	Plot serial no. in the inventory list	Amount	Mortgages, land charges and annuity charges
	1	2	3	4
Ones	7	12, 14, 16, 21, 23, 25, 26	2,000,000.-- DM	A two million German Mark land charge for BARCLAYS BANK PLC, London, England at a 16% annual interest rate and a one-off ancillary payment in the amount of 3% of the land charge amount; enforceable according to § 800 ZPO (German Code of Civil Procedure). Referring to the grant dated 23/05/2001 (deed roll no. 39/2001, drawn by notary Dr. Klöcker in Frankfurt am Main) recorded with no land charge instrument on 17 July 2001. Co-liability exists in the land register of Gladbeck, folio 3494, 4638, 8468, 9709, 15.566 and 15,545 and in the land register of Kirchhellen, folio 1330 (District Court of Bottrop).
	8	17, 18, 19	73.373 EUR	A seventy-three thousand three hundred and seventy-three euro land charge - with no land charge instrument - at 16% annual interest and 3% ancillary one-time payment for Barclays Bank PLC in London (United Kingdom), enforceable according to § 80 ZPO (German Code of Civil Procedure). Reference: grant dated 02/02/2006 (deed roll no. 38/2006, drawn by notary Burchard Strunz, Gladbeck). The right is pari-ranked with Section III, no. 9. Recorded on 10/02/2006. Co-encumbrance exists in folios 8171 and 20961. Halfar
Tens	9	17, 18, 19	415,780 EUR	A four hundred and fifteen thousand seven hundred and eighty euros land charge - with no land charge instrument - at 16% annual interest and 3% ancillary one-time payment for Barclays Bank PLC in London (United Kingdom). Reference: grant dated 02/02/2006 (deed roll no. 38/2006, by notary Burchard Strunz, Gladbeck). The right is pari-ranked with Section III, no. 8. Recorded on 10/02/2006. Co-encumbrance exists in folios 8171 and 20961. Halfar
3				
2				
1				

3
2
1

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8171

Section III

Changes			Cancellations		
Column 1 serial no.	Amount		Column 1 serial no.	Amount	
5	6	7	8	9	10
Hundreds	2	5,000,000.- DM	6	2,000,000.-- DM	Cancelled on 17 July 2001. [REDACTED]
	3	5,000,000.- DM			
	4	4,000,000.- DM			
	5	3,000,000.- DM			
	6	2,000,000.- DM			
		Notice of right to cancellation according to § 1179 BGB (German Civil Code) for the respective creditor of the right in Section III, no. 1, according to the grant dated 12 May 1977 recorded on 21 June 1977.			
Thousands	1	5,000,000.- DM			
	3	5,000,000.- DM			
	4	4,000,000.- DM			
	5	3,000,000.- DM			
	6	2,000,000.- DM			
		Notice of right to cancellation according to § 1179 BGB (German Civil Code) for the respective creditor of the right in Section III, no. 2, according to the grant dated 12 May 1977 recorded on 21 June 1977.			
	1	5,000,000.- DM			
	2	5,000,000.- DM			
	4	4,000,000.- DM			
	5	3,000,000.- DM			
	6	2,000,000.- DM			
		Notice of right to cancellation according to § 1179 BGB (German Civil Code) for the respective creditor of the right in Section III, no. 3, according to the grant dated 12 May 1977 recorded on 21 June 1977.			
	1	5,000,000.- DM			
	2	5,000,000.- DM			
	3	5,000,000.- DM			
	5	3,000,000.- DM			
	6	2,000,000.- DM			
		Notice of right to cancellation according to § 1179 BGB (German Civil Code) for the respective creditor of the right in Section III, no. 4, according to the grant dated 12 May 1977 recorded on 21 June 1977.			
3		[REDACTED]			3
2					2
1		please see overleaf			1

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8171

Section III

Changes			Cancellations		
Column 1 serial no.	Amount		Column 1 serial no.	Amount	
5	6	7	8	9	10
1	5,000,000.- DM	Notice of right to cancellation according to § 1179 BGB (German Civil Code) for the respective creditor of the right in Section III, no. 5, according to the grant dated 12 May 1977 recorded on 21 June 1977.			
2	5,000,000.- DM				
3	5,000,000.- DM				
4	4,000,000.- DM				
6	2,000,000.- DM				
1	5,000,000.- DM	Notice of right to cancellation according to § 1179 BGB (German Civil Code) for the respective creditor of the right in Section III, no. 6, according to the grant dated 12 May 1977 recorded on 21 June 1977.			
2	5,000,000.- DM				
3	5,000,000.- DM				
4	4,000,000.- DM				
5	3,000,000.- DM				
1	5,000,000.- DM	Plot with serial no.15 of the inventory list, parcel 145, no. 658 has been released from co-liability. Recorded on 23 October 1991.			
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	Plots serial nos. No. 20, 22 and 24 of the inventory list have been released from co- liability. Recorded on 17 July 2001.			
2	5,000,000.- DM				
3	5,000,000.- DM				
4	4,000,000.- DM				
5	3,000,000.- DM				
1	5,000,000.- DM	The respective title holder shall be subject to immediate foreclosure. Recorded			
2	5,000,000.- DM				
3	5,000,000.- DM				
4	4,000,000.- DM				
5	3,000,000.- DM				
3					3
2					2
1					1

= Certified Translation from German into English =

Local court of Gladbeck Land register of Gladbeck Folio 8171 Section III

Changes			Cancellations		
Column 1 serial no.	Amount		Column 1 serial no.	Amount	
5	6	7	8	9	10
		on 17 July 2001. [redacted] [redacted]			
1	5,000,000.- DM	Five million German Marks			
2	5,000,000.- DM	Five million German Marks			
3	5,000,000.- DM	Five million German Marks			
4	4,000,000.- DM	Four million German Marks			
5	3,000,000.- DM	Three million German Marks			
		Assigned with the interest and ancillary benefits since 21/06/1977 to BARCLAYS BANK PLC, London, England. Recorded on 17 July 2001. [redacted] [redacted]			
7	2,000,000-DM	Co-liability in the land register of Gladbeck, folio 15,646 has been cancelled. Recorded on 16 August 2022. [redacted] [redacted]			

Thousand
Hundreds
tens

3
2
1

3
2
1

GS 74 [illegible text]

= Certified Translation from German into English =

, Gladbeck

Land register of Gladbeck

Folio 8468

This folio has migrated to EDP for future recording and has replaced the previous folio.
Red text underlining (radiations) on this folio is rendered in black.

Released on 20 March 2003, Kraeh

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8468

Inventory list

Plot serial number	Previous plot serial number	Designation of land and rights attached to title					Size		
		Local district (survey district)	Parcel	Map Parcel lot	Property register	Business type and location	ha	a	sq m
		a		b	c/d	e			
1	2	3					4		
1		Gladbeck	140	91	[8879]	Building and open area Commercial property, to Dechenstraße 3		4	18
3									3
2									2
1									1

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8468

Inventory list

Inventory and attributions		Cancellations	
Re serial plot no.		Re serial plot no.	
5	4	7	8
1	Transferred here from folio 7098 on 26 July 1976. [REDACTED]		
[1]	Corrected from the cadastral register on [19 OCT. 1987] [REDACTED]		
6			
2			
1			

3
2
1



= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8468

Section I

Entries' serial number	Title holder(s)	Plot serial no. in the inventory list	Reason for entry
1	2	3	4
1	<u>Phenolchemie, Gesellschaft mit beschränkter Haftung, in Gladbeck</u> <u>Phenolchemie GmbH & Co. Kommanditgesellschaft, Gladbeck</u> INEOS Phenol GmbH & Co. KG, Gladbeck	1	<p>Conveyance made on 30 June 1976 and recorded on 26 July 1976.</p> <p>██████████</p> <p>The entity converted into a GmbH & Co. Kommanditgesellschaft by changing its legal form in accordance with Sections 190 et seqq. UmwG (German Transformation Act). With reference to the commercial register HRB 0008 and the commercial register HRA 498 held by Local Court of Gladbeck recorded on 17 July 2001.</p> <p>██████████ ██████████</p> <p>Re no. 1: Following a change of company name, title holder disclosure is now: INEOS Phenol GmbH & Co. KG, Gladbeck.</p> <p>The entity converted into a GmbH, limited liability company, by changing its legal form in accordance with Sections 190 et seqq. UmwG. With reference to the commercial register HRB 9687 (Local Court of Gelsenkirchen) recorded on 19/10/2010.</p> <p align="center">Barz</p>

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8468

Section II

	Entries/ serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restrictions
	1	2	3
Units	1	1	Chemische Werke Hüls Aktiengesellschaft (joint-stock company) in Marl is entitled to lay a double gas pipeline in a strip of land 5 metres wide in accordance with the plan established in the expropriation proceedings and to use the encumbered plot at any time for the purpose of constructing, operating and maintaining the pipeline. No superstructures may be built on the 5 m wide protective strip of the relevant plot for the duration of the existence of the pipeline and no other works causing a hazard to the conditions of the gas pipeline may be implemented. The outer limits of the safety land strip are determined by drawing lines running parallel to the line axis to the left and right at intervals of 2.50 metres. The exercise of the easement can be transferred to a third party. In addition, under Clause 4 of the Indemnification Settlement and Expropriation Order of the President of the Government in Münster dated 21 June 1955 and the correction and amendment resolution dated 04 August 1955, recorded on 18 November 1955 last on folio 7098 And transferred from there with the co-encumbered plot to here on 13 April 1977. [REDACTED] [REDACTED]
Tens	2	1	Limited easement in gross (right to operate and maintain a drainage channel) for the City of Gladbeck. Construction and impact restrictions exist. The exercise of the easement can be transferred to a third party. With reference to the grant dated 4 July 1979, recorded on 19 July 1979. [REDACTED] [REDACTED]
3			
2			
1			

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8468

Section II

Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restrictions
1	2	3

= Certified Translation from German into English =

Section II

Changes		Cancellations	
Column 1 serial no.		Column 1 serial no.	
4	5	6	7
1	The adjacent item has been transferred to Air Liquide Technische Gase GmbH, Marl. With reference to the grant dated 10 September 2001 (deed roll no. 578/2001 of the notary Dr Günter Lürken in Marl) recorded on 24 October 2001. [REDACTED]	1	Cancelled on 15 February 2002. [REDACTED]

GS 73 [illegible text]

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8468

Section III

	Entries' serial number	Serial no. of relevant plots in the inventory list	Amount	Mortgages, land charges and annuity charges	
	1	2	3	4	
Ones	1	1	DM 5,000,000.-	Five million German Mark land charge with fifteen per cent annual interest for <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck</u> . The right of objection under Section 1160 of the German Civil Code (Bürgerliches Gesetzbuch - BGB) is waived. Co-liability exists in the land registers of Gladbeck folio 8171 and folio 3442. With reference to the grant dated 12 May 1977 pari-ranked with the rights Section III no. 2, 3, 4, 5 and 6 recorded on 21 June 1977.	
	2	1	DM 5,000,000.-	Five million German Mark land charge with fifteen per cent annual interest for Phenolchemie Gesellschaft mit <u>beschränkter Haftung in Gladbeck</u> . The right of objection under Section 1160 BGB is waived. Co-liability exists in the land registers of Gladbeck folio 8171 and folio 3442. With reference to the grant of 12 May 1977 pari-ranked with the rights Section III no. 1, 3, 4, 5 and 6 recorded on 21 June 1977.	
Tens	3	1	DM 5,000,000.	Five million German Mark land charge with fifteen per cent annual interest for Phenolchemie Gesellschaft mit <u>beschränkter Haftung in Gladbeck</u> . The right of objection under Section 1160 BGB is waived. Co-liability exists in the land registers of Gladbeck folio 8171 and folio 3442. With reference to the grant dated 12 May 1977 pari-ranked with the rights Section III no. 1, 2, 4, 5 and 6 recorded on 21 June 1977.	
3					3
2					2
1					1

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8468

Section III

Entries' serial number	Serial no. of relevant plots in the inventory list	Amount	Mortgages, land charges and annuity charges
1	2	3	4
4	1	DM 4,000,000.-	Four million German Mark land charge with fifteen per cent annual interest for <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck</u> . The right of objection under Section 1160 BGB is waived. Co-liability exists in the land registers of Gladbeck folio 8171 and folio 3442. With reference to the grant dated 12 May 1977 pari-ranked with the rights Section III no. 1, 2, 3, 5 and 6 recorded on 21 June 1977.
5	1	DM 3,000,000.-	Three million German Mark land charge with fifteen per cent annual interest for <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck</u> . The right of objection under Section 1160 BGB is waived. Co-liability exists in the land registers of Gladbeck folio 8171 and folio 3442. With reference to the grant dated 12 May 1977 pari-ranked with the rights Section III no. 1, 2, 3, 4 and 6 recorded on 21 June 1977.
6	1	DM 2,000,000.-	Zwo million German Mark land charge with fifteen per cent annual interest for <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck</u>. The right of objection under Section 1160 BGB is waived. Co-liability exists in the land registers of Gladbeck folio 8171 and folio 3442. With reference to the grant dated 12 May 1977 pari-ranked with the rights Section III No. 1, 2, 3, 4 and 6 recorded on 21 June 1977.

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8468

Section III

	Entries' serial number	Serial no. of relevant plots in the inventory list	Amount	Mortgages, land charges and annuity charges
	1	2	3	4
Ones	7	1	DM 2,000,000	Two million German Mark land charge for BARCLAYS BANK PLC, London, England with 16% annual interest rate and a one-off ancillary payment in the amount of 3% of the land charge; enforceable according to Section 800 of the German Code on Civil Procedure (Zivilprozessordnung - ZPO). With reference to the grant dated 23 May 2001 (deed roll no. 39/2001 issued by notary Dr Klöcker in Frankfurt am Main) recorded with no land charge instrument on 17 July 2001. Co-liability exists in the land register of Gladbeck folio 3494, 4678, 8171, 9709, 15,566 and 15.545 and in the land register of Kirchhellen folio 1330 (Local court of Bottrop). [REDACTED]
Tens				
3				
2				
1				

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8468

Section III

Changes			Deletions		
Column 1 serial no.	Amount		Column 1 serial no.	Amount	
5	6	7	8	9	10
2	DM 5,000,000.-	Notice of right to cancellation in accordance with Section 1179 BGB for the respective creditor of the right Section III No. 1 in accordance with the grant dated 12 May 1977 recorded on 21 June 1977.	6	DM 2,000,000.-	Cancelled on 17 July 2001.
3	DM 5,000,000.-			-	
4	DM 4,000,000.-				
5	DM 3,000,000.-				
6	DM 2,000,000.-				
1	DM 5,000,000.-	Notice of right to cancellation in accordance with Section 1179 BGB for the respective creditor of the right Section III(2) in accordance with the grant dated 12 May 1977 recorded on 21 June 1977.			
3	DM 5,000,000.-				
4	DM 4,000,000.-				
5	DM 3,000,000.-				
6	DM 2,000,000.-				
1	DM 5,000,000.-	Notice of right to cancellation in accordance with Section 1179 BGB for the respective creditor of the right Section III(3) in accordance with the grant dated 12 May 1977 recorded on 21 June 1977.			
2	DM 5,000,000.-				
4	DM 4,000,000.-				
5	DM 3,000,000.-				
6	DM 2,000,000.-				
1	DM 5,000,000.-	Notice of right to cancellation in accordance with Section 1179 BGB for the respective creditor of the right Section III, no. 4 in accordance with the grant dated 12 May 1977 recorded on 21 June 1977.			
2	DM 5,000,000.-				
3	DM 5,000,000.-				
5	DM 3,000,000.-				
6	DM 2,000,000.-				
3					
2		please turn over			
1					

GS 74 [illegible text]

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8468

Section III

Changes			Deletions		
Column 1 serial no.	Amount		Column 1 serial no.	Amount	
5	6	7	8	9	10
1	DM 5,000,000.-	Notice of right to cancellation in			
2	DM 5,000,000.-	accordance with Section 1179 BGB for the			
3	DM 5,000,000.-	respective creditor of the right Section			
4	DM 4,000,000.-	III, no. 5 in accordance with the grant			
6	DM 2,000,000.-	dated 12 May 1977 recorded on 21 June			
		1977.			
		████████████████████			
1	DM 5,000,000.-	Notice of right to cancellation in			
2	DM 5,000,000.-	accordance with Section 1179 BGB for the			
3	DM 5,000,000.-	respective creditor of the right Section			
4	DM 4,000,000.-	III, no. 6 in accordance with the grant			
5	DM 3,000,000.-	dated 12 May 1977 recorded on 21 June			
		1977.			
		████████████████████			
1	DM 5,000,000.-	The respective title holder shall be subject			
2	DM 5,000,000.-	to immediate foreclosure. Recorded on 17			
3	DM 5,000,000.-	July 2001.			
4	DM 4,000,000.-				
5	DM 3,000,000.-	████████████████████			
1	DM 5,000,000.-	Five million German Marks			
2	DM 5,000,000.-	Five million German Marks			
3	DM 5,000,000.-	Five million German Marks			
4	DM 4,000,000.-	Four million German Marks			
5	DM 3,000,000.-	Three million German Marks			
		Assigned with interest and ancillary payments			
		since 21 June 1977 to BARCLAYS BANK PLC,			
		London, England. Recorded on 17 July 2001.			
		████████████████████			

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 8468

Section III

Changes			Deletions		
Column 1 serial no.	Amount		Column 1 serial no.	Amount	
5	6	7	8	9	10
7	DM 2,000,000:--	Co-liability in the land register of Gladbeck, folio 15.646 has expired. Recorded on 16 August 2002. [REDACTED] [REDACTED]			

Thousands

Hundreds

3
2
1

3
2
1

GS 74 [illegible text]

= Certified Translation from German into English =

Local court Gladbeck

Land register of Gladbeck

Folio 9709

This folio has migrated to EDP for future recording and has replaced the previous folio.
Red text underlining (radiations) on this folio is rendered in black.

Released on 24/03/2003, Krause

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 9709

Inventory list

	Lot serial number	Previous lot serial number	Designation of lot and rights attached to title				Size		
			District (surveying district)	Parcel	Map Parcel lot	Property register	Type of use and location		
			a	1	b	c/d	"		
	1	2	3				4		
Ones	1		Gladbeck	140	25		Building and open space Courtyard and building space,		
	2		"	140	36		Dechenstraße 3 b Building and open space Courtyard (Werkstraße),		
	3		"	140	35		Dechenstraße 3 Building and open space Courtyard and building space,		
	4		"	140	38		Dechenstraße 3 Building and open space Courtyard (Werkstraße),		
	5		"	140	39		Dechenstraße 3 Building and open space Courtyard,		
	6		"	140	41		Dechenstraße 3 Building and open space Courtyard (Werkstraße),		
Tens	7		"	140	42		Dechenstraße 3 Building and open space Courtyard (Werkstraße),		
	8		"	140	48		Dechenstraße 3 Building and open space Commercial premises		
	9		"	140	52		Dechenstraße 3 Building and open space Commercial premises, TO Dechenstraße 3		
3 2 1								2	31 2 1

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 9709

Inventory list

Lot serial number	Previous lot serial number	Designation of lot and rights attached to title					Size		
		District (surveying district)	Parcel	Map Parcel lot	Property register	Type of use and location	ha	a	m²
		a	1	b	c/d	"			
1	2	3					4		
10		Gladbeck	140	54		<u>Building and open space</u> <u>Commercial premises,</u>		1	66
11		"	140	62		<u>Dechenstraße 3</u> <u>Building and open space</u> <u>Commercial premises,</u>		37	61
12		"	140	63		<u>Dechenstraße 3</u> <u>Building and open space</u> <u>Commercial premises,</u>		6	12
13		"	140	90		<u>Dechenstraße 3</u> <u>Building and open space</u> <u>Commercial premises,</u>	2	14	74
14		"	140	89		<u>Dechenstraße 3</u> <u>Building and open space</u> <u>Commercial premises,</u>	1	69	02
15		"	140	88		<u>Dechenstraße 3</u> <u>Building and open space</u> <u>Commercial premises,</u>	2	41	84
16		Gladbeck	140	102		<u>Dechenstraße 3</u> <u>Building and open space</u>	2	41	42
17		Gladbeck	145	657		<u>Dechenstraße 3</u> <u>Traffic area</u>	0	0	42
3						<u>Arenbergstraße</u>			3
2									2
1									1

= Certified Translation from German into English =

Local court of Gladbeck		Land register of Gladbeck				Folio 9709	Inventory list		
Lot serial number	Previous lot serial number	Designation of lot and rights attached to title					Size		
		District (surveying district)	Parcel	Map Parcel lot	Property register	Type of use and location			
		a	1	b	c/d	"	ha	a	m²
1	2	3					4		
18		Gladbeck	140	138		Traffic area,		0	08
19	9	"	140	150		<u>Dechenstraße 3 - K3</u> Building and open space,		2	25
20		Gladbeck	140	154		<u>Dechenstraße 3</u> Building and open space,	2	41	00
21	16	"	145	684		<u>Dechenstraße 3</u> Traffic area,		0	19
22		"	145	685		<u>Arenbergstraße</u> Traffic area,		0	23
23	1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 19, 20	Gladbeck	140	183		<u>Arenbergstraße</u> Building and open space, <u>Dechenstraße 3, 3 B</u>	7	80	17
3									3
2									2
1									1

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 9709

Inventory list

Inventory and attributions		Cancellations	
Re plot serial no.		Re plot serial no.	
5	6	7	8
Hundreds	1-15 Transferred to here from folio 2906 on 03 February 1991. [REDACTED]	17 Transferred to folio 2.008 on 23 October 1991. [REDACTED]	
	[1-15] Corrected according to the cadastral register on 13 NOV. 1987 [REDACTED]	18, According to folio 11.299 21, 22 According to folio 2008 transferred on 13 February 1981	
	15, Serial no. 16 and 17 updated from serial no. 15 16, 17 on 31 July 1991. [REDACTED]		
	9, 18, Serial no. 9 split and with simultaneous partial 19 change of the type of use and location and simultaneous correction of the area information recorded under no. 18 and 19 as independent plots on 19 December 2000. [REDACTED]		
	16, Serial no.16 split and recorded as independent 20, plots on 19 December 2000 with a simultaneous 21, 22 partial change of the type of use and and location under nos. 20, 21 and 22. [REDACTED]		
Thousands			
3			3
2			2
1			1



= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 9709

Inventory list

Inventory and attributions		Cancellations	
Re plot serial no.		Re plot serial no.	
5	6	7	8
11	Location designation corrected on 22/12/2009. Bartel 1, 2, No. 1,2,3,4,5,6,7,9,10,11,12.13.14,19,20 as 3, 4, a result of plot merger with simultaneous 5, 6, merging of the parcel lots recorded as an 7, 8, independent plot under serial 10, no. 23 due to continuation notification no. 11, 5520-10/72994 dated 404/11/2010 on 30 12, November 2010. 13, Wilmsmann 14, 19, 20, 25		

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 9709

Section I

	Entries' serial number	Title holder(s)	Plot serial no. in the inventory list	Reason for entry	
	1	3	3	4	
Ones	1	<u>Phenolchemie, Gesellschaft mit beschränkter Haftung, in Gladbeck, Phenolchemie GmbH & Co. Kommanditgesellschaft, Gladbeck Gladbeck</u> INEOS Phenol GmbH & Co. KG, Gladbeck	1 to 15	Conveyance made on 10 July 1980 and recorded on 3 February 1981. [REDACTED] The entity converted into a GmbH & Co. (limited partnership) by changing its legal form in accordance with Sections 190 et seqq. UmwG. With reference to the commercial register HRB 0008 and the commercial register HRA 498 held by the Local Court of Gladbeck recorded on 19 December 2000. [REDACTED] Re no. 1: Following a change of company name, title holder information is now: INEOS Phenol GmbH & Co. KG, Gladbeck. The entity converted into a GmbH (limited liability company) by changing its legal form in accordance with Sections 190 et seqq. UmwG. With reference to the commercial register HRB 9687 (local court of Gelsenkirchen) recorded on 19/10/2010. Barz	
Tens					
	3				3
	2				2
	1				1

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 9709

Section II

	Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants
	1	1	3
Ones	1	2, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22]	Heritable building right for <u>Phenolchemie Gesellschaft mit beschränkter Haftung</u> in Gladbeck in Westphalia for a period of thirty years from 18 September 1953. With reference to the grant dated 18 September 1953 and no. 3 of the inventory list of the heritable building lease land register of Gladbeck folio 3442 recorded on 14 January 1954 in folio 3436, transferred to folio 2906 and from there with the encumbered plots transferred here on 3 February 1981. [REDACTED] [REDACTED]
Tens	2	2, 3, 8, 14, 23	<u>Chemische Werke Hüls Aktiengesellschaft in Marl</u> is authorised to lay a double gas pipeline in a strip of plot 5 m wide in accordance with the plan determined in the expropriation proceedings and to use the encumbered plot at any time for the purpose of construction, operation and maintenance of the pipeline. No superstructures may be built on the 5 m wide protective strip of the plots in use for the duration of the existence of the pipeline and no other works causing a hazard to the conditions of the gas pipeline may be implemented. The outer limits of the safety land strip are defined by lines running in the same direction to the left and right of the pipeline axis at a distance of 2.50 metres. This right has priority over all other rights and encumbrances on the encumbered plots, unless such rights have been established under the expropriation procedure. In such a case, the rights
	3		
	2		
	1		

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 9709

Section II

Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants
1	1	3
		shall have the same ranking. The exercise of the easement may be assigned to a third party. Otherwise, with reference to item 4 of the compensation determination and expropriation decision of the District President in Münster dated 21 June 1955 and the correction and supplementary decision of 4 August 1955 recorded on 18 November 1955 in folio 3436 transferred to folio 2906 and transferred from there with the encumbered plots to here on 3 February 1981. [REDACTED]
3	4, 3, 5	Heritable building right for <u>Phenolchemie Gesellschaft mit beschränkter Haftung in Gladbeck in Westphalia</u> for the period up to 17 September 1983 from the date of registration with reference to No. 3 of the inventory list of the heritable building lease land register of Gladbeck folio 3442 with the rank before the encumbrance Section II no. 2 recorded on 27 November 1961 on folio 3436 transferred to sheet 2906 and from there with the encumbered plots transferred to here on 3 February 1981. [REDACTED]
4	<u>11</u> 23	Chemische Werke Hüls Aktiengesellschaft in Marl is entitled to lay a double gas pipeline in a strip of plot 5 metres wide in accordance with the plan established in the expropriation proceedings and to use the encumbered plot at any time for the purpose of constructing, operating and maintaining the pipeline. No superstructures may be built on the 5 m wide protective strip of the relevant plot for the duration of the existence of the pipeline and no other works causing a hazard to the conditions of the gas pipeline may be

3
2
1

3
2
1

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 9709

Section II

Entries' serial number		Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants
1		1	3
[redacted text]			implemented. The outer limits of the safety land strip are determined by drawing lines running parallel to the pipeline axis to the left and right at intervals of 2.50 metres. This right has priority over all other rights and encumbrances on the encumbered plot, unless such rights have been established by way of expropriation. In such a case, the rights shall have the same ranking. The exercise of the easement may be assigned to a third party. Otherwise, with reference to item 4 of the compensation determination and expropriation decision of the District President in Münster dated 21 June 1955 and the entitlement and supplementary decision of 4 August 1955 recorded on 18 November 1955 in folio 3436 transferred to folio 2906 and transferred from there with the encumbered plots to here on 3 February 1981. <div style="text-align: center;"><div style="display: inline-block; width: 100px; height: 15px; background-color: black; margin-right: 100px;"></div><div style="display: inline-block; width: 100px; height: 15px; background-color: black;"></div></div>
3			3
2			2
1			1

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 9709

Section II

Changes		Deletions	
Column 1 serial no.		Column 1 serial no.	
4	5	6	7
Hundreda	1, 3 The heritable building right Section II no. 3 is to be written as a component of the heritable building right Section II no. 1. The heritable building right is now recorded under no. 3 of the inventory list of the heritable building lease register of Gladbeck folio 3442. Recorded on 28 November 1961 in folio 3436, transferred to folio 2906 and transferred here on 03 February 1981. [redacted]	1, 3	Cancelled on 17 July 2001. [redacted]
	2, 4 The heritable building right Section II no. 1, 3 has priority. Recorded on 16 June 1970 in folio 3436, transferred to folio 2906 and transferred here on 03 February 1981. [redacted]		
	1, 3 The content of the heritable building right has been changed. The heritable building right ends on 31 December 1996. With reference to the grant dated 18 June 1968 with priority over the rights Section II no. 2 and 4 recorded on 16 June 1970 in folio 3436, transferred to folio 2906 and transferred here on 03 February 1981. [redacted]		
Thousands			
3			3
2			2
1			1

GS 73 [illegible text]

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 9709

Section II

Changes		Deletions	
Column 1 serial no.		Column 1 serial no.	
4	5	6	7
1	The heritable building right to the plot no. 17 of the inventory list of land parcel 145 no. 657 is cancelled. Recorded on 23 October 1991. [REDACTED]		
2	Plots no. 2 and no. 8 of the inventory list of land parcel 140 no. 36 and no. 48 are released from co-encumbrance. Recorded on 7 July 1994. [REDACTED]		
2, 4	The rights have been transferred to BOC Gase GmbH in Stuttgart. On the basis of the declaration of the President of the Essen Regional Court dated 19 July 1994 - 344 E / re 107 - recorded on 13 September 1995. [REDACTED]		
2, 4	The beneficiary is now AIR LIQUIDE Technische Gase GmbH in Düsseldorf, entry on 19 December 2000. [REDACTED]		
1, 8	The name of the company, which was changed in accordance with Section 190 et seqg. UmwG into a GmbH & Co. Kommanditgesellschaft is now Phenolchemie GmbH & Co. Kommanditgesellschaft, Gladbeck. With reference to the commercial register HRB 0008 and the commercial register HRA 498 held by the Local Court of Gladbeck recorded on		

Continued on insert folio 21

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 9709

Section II

Changes		Deletions	
Column 1 serial no.		Column 1 serial no.	
4	5	6	7
<div> <div>Hundreds</div> <div> <div>Thousands</div> <div>2</div> <div>1</div> </div> </div>	19 December 2000.		

GS 73 [illegible text]

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 9709

Section III

Entries' serial number	Serial no. of relevant plots in the inventory list	Amount	Mortgages, land charges and annuity charges
1	2	3	4
1	<u>1, 2, 3,</u> <u>4, 5, 6,</u> <u>7, 8, 10,</u> <u>11, 12,</u> <u>13, 14,</u> <u>19, 20</u> 23	DM 2,000,000.--	Two million German Mark land charge for BARCLAYS BANK PLC, London, England with 16% annual interest rate and a one-off ancillary payment in the amount of 3% of the land charge; enforceable according to Section 800 ZPO. With reference to the grant dated 23 May 2001 (deed roll no. 39/2001 issued by notary Dr Klöcker in Frankfurt am Main) recorded with no land charge instrument on 17 July 2001. Co-liability exists in the land register of Gladbeck folio 3494, 4638, 8171, 8468, 15.566 and 15.646 and in the land register of Kirchhellen folio 1330 (Local court of Bottrop). <div style="background-color: black; width: 100px; height: 15px; margin: 5px auto;"></div> <div style="background-color: black; width: 100px; height: 15px; margin: 5px auto;"></div>

Section III

	Thousands	Hundreds
1990	1,000	100
1991	1,000	100
1992	1,000	100
1993	1,000	100
1994	1,000	100
1995	1,000	100
1996	1,000	100
1997	1,000	100
1998	1,000	100
1999	1,000	100
2000	1,000	100
2001	1,000	100
2002	1,000	100
2003	1,000	100
2004	1,000	100
2005	1,000	100
2006	1,000	100
2007	1,000	100
2008	1,000	100
2009	1,000	100
2010	1,000	100
2011	1,000	100
2012	1,000	100
2013	1,000	100
2014	1,000	100
2015	1,000	100
2016	1,000	100
2017	1,000	100
2018	1,000	100
2019	1,000	100
2020	1,000	100
2021	1,000	100
2022	1,000	100
2023	1,000	100
2024	1,000	100
2025	1,000	100
2026	1,000	100
2027	1,000	100
2028	1,000	100
2029	1,000	100
2030	1,000	100
2031	1,000	100
2032	1,000	100
2033	1,000	100
2034	1,000	100
2035	1,000	100
2036	1,000	100
2037	1,000	100
2038	1,000	100
2039	1,000	100
2040	1,000	100
2041	1,000	100
2042	1,000	100
2043	1,000	100
2044	1,000	100
2045	1,000	100
2046	1,000	100
2047	1,000	100
2048	1,000	100
2049	1,000	100
2050	1,000	100
2051	1,000	100
2052	1,000	100
2053	1,000	100
2054	1,000	100
2055	1,000	100
2056	1,000	100
2057	1,000	100
2058	1,000	100
2059	1,000	100
2060	1,000	100
2061	1,000	100
2062	1,000	100
2063	1,000	100
2064	1,000	100
2065	1,000	100
2066	1,000	100
2067	1,000	100
2068	1,000	100
2069	1,000	100
2070	1,000	100
2071	1,000	100
2072	1,000	100
2073	1,000	100
2074	1,000	100
2075	1,000	100
2076	1,000	100
2077	1,000	100
2078	1,000	100
2079	1,000	100
2080	1,000	100
2081	1,000	100
2082	1,000	100
2083	1,000	100
2084	1,000	100
2085	1,000	100
2086	1,000	100
2087	1,000	100
2088	1,000	100
2089	1,000	100
2090	1,000	100
2091	1,000	100
2092	1,000	100
2093	1,000	100
2094	1,000	100
2095	1,000	100
2096	1,000	100
2097	1,000	100
2098	1,000	100
2099	1,000	100

$$\frac{3}{2}$$

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Folio 15566

This folio has migrated to EDP for future recording and has replaced the previous folio. Red text underlining (radiations) on this folio is rendered in black.

Released on 26 March 2003, Klose

= Certified Translation from German into English =

Local court of Gladbeck		Land register of Gladbeck				Folio 15566	Inventory list		
Plot serial number	Previous plot serial number	Designation of land and associated rights					Size		
		Local district (Survey district)	Parcel	Map Parcel lot	Property register	Commercial type and location	ha	a	m2
1	2	3					4		
1		Gladbeck	140	9		Building and open space, Dechenstraße 13		10	63
2		"	140	10		Building and open space, Arenbergstraße 59		11	61
3		"	140	11		Building and open space, Arenbergstrasse 57		10	04
4		"	140	12		Building and open space, Arenbergstrasse 55		20	30
5		"	140	13		Building and open space, Arenbergstrasse 53		15	94
6		"	140	14		Building and open space, Arenbergstrasse 51		21	21
7		"	140	60		Traffic area, Arenbergstraße		12	88
8		Gladbeck	Traffic area,			Traffic area,			
8		Gladbeck	140	137		Dechenstraße 3 - K3		0	13
9	2	"	140	151		Building and open space, Dechenstrasse 13		10	79
10		"	145	681		Traffic area, Arenbergstraße		0	64

= Certified Translation from German into English =

Local court of Gladbeck Land register of Gladbeck Folio 15566 Inventory list

Plot serial number	Previous plot serial number	Designation of plot and rights attached to title					Size		
		Local district (surveying district)	Parcel	Map Parcel lot	Property register	Type of use and location	ha	a	m2
1	2	3					4		
11	3, 4	Gladbeck	140	152		Building and open space, Dechenstraße 13		29	20
12		"	145	682		Traffic area, Arenbergstraße		1	07
13	5, 6, 7	Gladbeck	140	153		Building and open space, Dechenstraße 13		48	86
14		"	145	683		Traffic area, Arenbergstraße		1	35
15	1, 9, 11, 13	Gladbeck	140	282		Building and open space, Dechenstraße 13		99	48

= Certified Translation from German into English =

Local court of Gladbeck		Land register of Gladbeck		Folio 15566	Inventory list
Inventory and attributions			Cancellations		
Re plot serial no.			Re plot serial no.		
5	6		7	8	
1,2, 3, 4, 5, 6, 7	From Gladbeck folio 8920 Transferred here on 15 March 1996. [REDACTED] [REDACTED]		8 10, 12, 14	According to folio 11.299, According to folio 2008 Transferred on 13 February 2002. [REDACTED] [REDACTED]	
2, 8, 9, 10	Serial no. 2 split and with simultaneous partial change of the type of use and location as well as with simultaneous correction of the area information recorded under serial nos. 8, 9 and 13 as independent lots on 19 December 2000. [REDACTED] [REDACTED]				
3, 4, 11, 12	Serial nos. 3 and 4 merged, then split and with simultaneous partial change in the type of use and location and with simultaneous correction of the area details recorded under serial nos. 11 and 12 as independent lots on 19 December 2000. [REDACTED] [REDACTED]				
5, 6, 7, 13, 14	Serial nos. 5, 6 and 7 merged, then split and with simultaneous partial change in the type of use and location and with simultaneous correction of the area details recorded under serial nos. 13 and 14 as independent lots on 19 December 2000. [REDACTED] [REDACTED]				



= Certified Translation from German into English =

Local court of Gladbeck Land register of Gladbeck Folio 15566 Inventory list

Inventory and attributions		Cancellations	
Re plot serial no.		Re plot serial no.	
5	6	7	8
1	<p>[Column 3e corrected on 07 MARCH 2003]</p> <p>■■■■■</p> <p>■■■■■</p>		
1, 9, 11, 13, 15	<p>Nos. 1, 9, 11 and 13 recorded as no. 15 on 24 November 2010 as a result of property merger and amalgamation.</p> <p>Tamoszus</p>		

Continued on insert folio ☐

= Certified Translation from German into English =

Local court of Gladbeck		Land register of Gladbeck	Folio 15566	Section I
Entries' serial number	Title holder(s)	Plot serial no. in the inventory list	Reason for entry	
1	2	3	4	
1	<u>Phenolchemie GmbH in Gladbeck</u> <u>Phenolchemie GmbH & Co.</u> <u>Kommanditgesellschaft, Gladbeck</u> <u>INEOS Phenol GmbH & Co. KG,</u> <u>Gladbeck</u>	1, 2, 3, 4, 5, 6, 7	<p>Based on the conveyance of 27 November 1995, recorded on 15 March 1996.</p> <p>[REDACTED]</p> <p>The entity converted into a GmbH & Co. Kommanditgesellschaft (limited partnership) by changing its legal form in accordance with Sections 190 et seqq. of the German Transformation Act (UmwG). With reference to the commercial register HRB 0008 and the commercial register HRA 498 of the local court of Gladbeck recorded on 19 December 2000.</p> <p>[REDACTED]</p> <p>Re no. 1: As a result of the company name change, title holder details are now: INEOS Phenol GmbH & Co. KG, Gladbeck. The company converted into a GmbH by way of a change of legal form in accordance with Sections 190 ff, UmwG, with reference to the commercial register HRB 9687 (Gelsenkirchen local court) recorded on 19 October 2010. Barz</p>	

= Certified Translation from German into English =

Local court of Gladbeck		Land register of Gladbeck	Folio 15566	Section II
Entries' serial number	Plot serial no. in the relevant inventory list	Encumbrances and restricted covenants		
1	2	3		
1	1, 3 , 4 , <u>11</u> , 12 15 (encumbered only on the former parcel lots 9 and 152)	<p>The following right:</p> <p>Restricted easement in gross - laying, operation and maintenance of a pipeline (pipelines 5, 15, 29 consisting of three pipes) together with control cable and accessories and in connection with this a restricted prohibition on construction and use - for <u>Chemische Werke Hüls Aktiengesellschaft in Marl</u>. In accordance with the grant dated 7 June 1971, recorded on 22 July 1971.</p> <p>Transferred here with the encumbered property from Gladbeck folio 8920 on 15 March 1996.</p> <div style="text-align: right;">[REDACTED]</div> <div style="text-align: left;">[REDACTED]</div>		

= Certified Translation from German into English =

Local court of Gladbeck Land register of Gladbeck Folio 15566 Section II

Changes		Cancellations	
Column 1 serial no.		Column 1 serial no.	
4	5	6	7
1	<p>The beneficiary is now Degussa AG in Düsseldorf. The property no. 12 of the inventory list of parcel 145 parcel lot 682 is released from co- liability. Recorded on 13 February 2002.</p> <p>[Redacted text]</p>		

Hundreds

[Redacted text]

1000

[Redacted text]

1000

= Certified Translation from German into English =

	Local court of Gladbeck	Land register of Gladbeck	Folio 15566	Section III
	Entries' serial number	Plot serial no. of the encumbered plot in the relevant inventory list	Amount	Mortgages, land charges and annuity charges
	1	2	3	4
Ones Tens Huns	1	1, 9, 11, 13, 15	DM 2,000,000.- -	A two million German Mark land charge for BARCLAYS BANK PLC, London, England with 16% annual interest rate and a one-off ancillary payment in the amount of 3% of the land charge; enforceable according to Section 800 of the German Act on Civil Procedure (Zivilprozessordnung - ZPO). With reference to the grant dated 23 May 2001 (deed roll no. 39/2001, of notary Dr Klöcker in Frankfurt am Main) recorded with no land charge instrument on 17 July 2001. Co-liability exists in the land register of Gladbeck folios 3494, 4628, 8171, 8468, 9709 and <u>15.646</u> and in the land register of Kirchhellen folio1330 (Bottrop local court).

= Certified Translation from German into English =

Local court of Gladbeck			Land register of Gladbeck		Folio 15566	Section III
Changes			Cancellations			
Column 1 serial no.	Amount		Column 1 serial no.	Amount		
5	6	7	8	9	10	
1	DM 2,000,000.--	Co-liability in the land register of Gladbeck, folio 15.646 has expired. Recorded on 16 August 2002. [redacted] [redacted]				

Thousands

[illegible]

[illegible]

GS 74 [illegible]

[illegible]

= Certified Translation from German into English =

Local court Gladbeck

Land register of Gladbeck

Folio 20961

= Certified Translation from German into English =

Local court of Gladbeck Land register of Gladbeck Sheet 20961 **Inventory list**

Plot serial number	Previous plot serial number	Designation of plot and rights attached to title				Size		
		Local district (survey district)	Parcel	Map Parcel lot	Type of use and location	ha	a	m²
1	2	a	b		c	4		
1		Gladbeck	140	155	Traffic area, Dechenstraße		0	85

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Sheet 20961

Inventory list

Inventory and attributions		Write-downs	
Re plot serial no.		Re plot serial no.	
5	6	7	8
1	Transferred here from folio 8920, 10 September 2004. Tamoszus		

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Sheet 20961

Section I

Entries' serial number	Title holder(s)	Plot serial no. in the inventory list	Reason for entry
1	2	3	4
1	INEOS Phenol GmbH & Co. KG, Gladbeck	1	<p>Due to conveyance of 17 March 2004 and 03 September 2004 recorded on 10 September 2004.</p> <p>Tamoszus</p> <p>Re no. 1: The entity converted into a GmbH (limited liability company) by changing its legal form in accordance with Sections 190 et seqq. of the German Transformation Act (UmwG). With reference to the commercial register HRB 9687 (Gelsenkirchen local court) recorded on 19 October 2010.</p> <p>Barz</p>

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Sheet 20961

Section II

Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants
1	2	3
1	1	Easement (right of way and right to drive) for the respective owner of the property Gladbeck plot 140 parcel lot 156 (Gladbeck sheet 21189). Reference: grant dated 17 February 2003 (deed roll no. 46/2003. by notary Burchard Strunz, Gladbeck) and dated 3 September 2004 (deed roll no. 306/2004, notary Burchard Strunz, Gladbeck). Entered on 10 September 2004. Tamoszus

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Sheet 20961

Section II

Changes		Deletions	
Column 1 serial no.		Column 1 serial no.	
4	5	6	7

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Sheet 20961

Section III

Entries' serial number	Serial no. of the encumbered plots in the inventory list	Amount	Mortgages, land charges and annuity charges
1	2	3	4
1	1	EUR 73,373	A seventy-three thousand three hundred and seventy-three euro land charge - without land charge instrument - with 16% annual interest and one-off 3% nominal payment once for Barclays Bank PLC in London (United Kingdom). Enforceable according to Section 800 of the German Act on Civil Procedure (ZPO). Reference: grant dated 2 February 2006 (deed roll no. 38/2006, issued by notary Burchard Strunz, Gladbeck). The right is pari-ranked with Section III no. Entered on 10 February 2006. Co-liability exists in the folios 8171 and 20961. Halfar
2	1	EUR 415,780	A four hundred and fifteen thousand seven hundred and eighty euro land charge - without land charge instrument - with 16% annual interest and 3% nominal payment once for Barclays Bank PLC in London (United Kingdom). Reference: grant dated 2 February 2006 (notarial deed no. 39/2006, issued by notary Burchard Strunz, Gladbeck).: The right is pari-ranked with Section III no. 1. Entered on 10 February 2006. Co-liability exists in the folios 8171 and 20961. Halfar

= Certified Translation from German into English =

Local court of Gladbeck

Land register of Gladbeck

Sheet 20961

Section III

Changes			Deletions		
Column 1 serial no.	Amount		Column 1 serial no.	Amount	
5	8	7	8	9	10

= Certified Translation from German into English =

Local court of Bottrop

Land register of Kirchhellen

Folio 1330

This folio has migrated to EDP for future recording and has replaced the previous folio. Red text underlining (radiations) on this folio is rendered in black.

Released on 11/01/2007 Hunsteger

= Certified Translation from German into English =

1

= Certified Translation from German into English =




Local court of Bottrop Land register of Kirchhellen Folio 1330 **Inventory list**

	Inventory and allocations		Cancellations	
	Re plot serial no.		Re plot serial no.	
	5	6	7	8
Hundred	16	Transferred from Kirchhellen, volume 49, folio 1381 to here on 10 September 1969. [REDACTED] [REDACTED]		
	4	Corrected according to the cadastral data on 05/11/2013. Kaase		
Thousand				
3				3
2				2
1				1



= Certified Translation from German into English =

Local court of Bottrop Land register of Kirchhellen Folio 1330 **Section I**

Entries' serial number	Title holder(s)	Plot serial nos. in the inventory list	Reason for entry
1	2	3	4
Ones	1 <u>Phenolchemie, Gesellschaft mit beschränkter Haftung, in Gladbeck,</u>	16	Conveyance filed on 27 May 1969 and recorded on 10 September 1969.
	2 <u>Phenolchemie GmbH & Co. Kommanditgesellschaft, Gladbeck Gladbeck</u>		
		16	The entity transformed to a GmbH & Co. Kommanditgesellschaft (limited partnership) by changing its legal form in accordance with §§ 190 et seqq. of the German Transformation Act (UmwG). With reference to the certified extract from the commercial register of the Gladbeck District Court HRA 498 dated 12 July 2001, recorded on 17 August 2001.
Tens	3 INEOS Phenol GmbH & Co. KG, Gladbeck.	1 - 6	Change of company name based on HRA 498 of the Gladbeck District Court recorded on 15 February 2002.
			 (Kaase)  (Baskowski)
3			
2			
1			

= Certified Translation from German into English =

Local court of Bottrop Land register of Kirchhellen Folio 1330 Section II

	Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants	
	1	2	3	
Units	1	4, 5	A right to operate a crude oil pipeline and in connection therewith a right to build and a restricted right of use on a 10 m wide protective strip above the transmission oil pipeline, as well as right of entry granted to the plot in favour of Nord-West Oelleitung Gesellschaft mit beschränkter Haftung in Wilhelmshaven. With reference to the Indemnification Settlement and Expropriation Order dated 2 June 1961 and the request of the District President in Münster of 11 December 1962 recorded pari-ranked with encumbrance Section III, no. 2 on 16 January 1963 in Kirchhellen, volume 49, folio 1381. With the encumbered plots transferred here on 10 September 1969.	
Tens	2	45	A right to operate an ethylene gas pipeline and in connection therewith a right of construction and a restricted right of use on an 8 m wide protective strip above the ethylene gas pipeline, as well as a right of entry to the plots in favour of Esso Aktiengesellschaft in Hamburg. With reference to the Indemnity Settlement and Expropriation Order of 2 June 1961 and the request of the District President in Münster of 11 December 1962 on the same matter in 1963, pari-ranked with encumbrance Section III, no. 1, recorded on 16 January 1963 in Kirchhellen, volume 49, folio 1381. With the encumbered plots transferred here on 10 September 1969.	
3				3
2				2
1				1

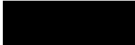
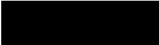
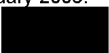



= Certified Translation from German into English =

Local court of Bottrop

Land register of Kirchhellen

Folio 1330

Section II

Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants
1	2	3
3	4, 5, 6	<p>Restricted easement in gross - laying, operating and maintaining water pipes and accessories; ban on the construction of buildings and accessories- and of other works causing a hazard - regarding Gelsenwasser Aktiengesellschaft in Gelsenkirchen. Reference: grant dated 28 February 1979, recorded on 16 April 1979</p> <p align="center"> </p>
4	4	<p>Restricted easement in gross - right to build, operate and maintain a pipeline, as well as a restriction on use, exercisable by a third party - in favour of <u>Intracor GmbH, Marl</u></p> <p>Reference: grant dated 29 December 2004 (notary Burchard Strunz in Gladbeck, deed roll no. 458/2004). Recorded on 11 January 2005.</p> <p align="center"> </p>
5	1,3,4,5,6	<p>Restricted easement in gross - building, operating and maintaining a propylene line, as well as a restriction on use, exercisable by a third party - for PRG Propylenpipeline Ruhr GmbH & Co. KG, Düsseldorf. Reference: grant dated 10 August 2005 (deed roll no. 263/2005, by notary Burchard Strunz in Gladbeck). Recorded on 12 October 2005.</p> <p align="center"> </p>

3
2
1

3
2
1

= Certified Translation from German into English =

Local court of Bottrop

Land register of Kirchhellen

Folio 1330

Section II

Changes		Cancellations	
Column 1 serial no.		Column 1 serial no.	
4	5	6	7
18, 20	The rights have been transferred to Westgas GmbH with registered office in Marl. Reference: grant dated 27/09/2013 (deed roll no. 707/2013, by notary Klaus Ludes, Marl). Recorded on 05/11/2013. Kaase	12	Cancelled on 13 June 1994. [REDACTED] [REDACTED]

GS 73 Land register folio, second Section (Property register) - acc.to 10.1962 -
Bochum Penitentiary (40,000/1,69)

= Certified Translation from German into English =

Tens

= Certified Translation from German into English =

Local court of **Bottrop** Land register of **Kirchhellen** Folio **1330** **Section III**

Changes			Cancellations		
Column 1 serial no.	Amount		Column 1 serial no.	Amount	
5	6	7	8	9	10
1	2,000,000 - DM)	Co-liability in the land register of Gladbeck, folio 15,646 has expired. Recorded on 19 August 2022. [REDACTED] (Kaase) [REDACTED] (Steffens)			
3					3
2					2
1					1

GS 74 Land register folio, second Section (Property register) - acc. to 10.1962 -
Bochum Penitentiary (40,000)

= Certified Translation from German into English =

Local court of Cologne

Land register of Worringen

Folio 67

This folio has migrated to EDP for future recording and has replaced the previous folio. Red text underlining (radiations) on this folio is rendered in black.

Released on 02/09/2003, Nagy

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Local court of Cologne Land Register of Worringen Folio 67 Inventory list

Ones

Plot serial number	Plot previous serial number	Designation of plot and rights attached to title					Size		
		Local district (survey district)	Parcel	Map Parcel lot	Property register	Type of use and location	ha	a	sq m
1	2	a	b		c/d	e			
1		Cologne	136	145		Road,		24	44
2	"		136	237		between Hackhauser and Fürther Weg			
3	"		135	69		Farmland, same location	23	74	15
4	"		135	70		Farmland, same location	3	21	43
5	"		135	71		Farmland, same location	2	87	04
6	"		135	72		Farmland, same location	4	87	14
7	"		135	112		Farmland, same location	92	45	
8	"		135	72		Road, same location		11	59
9	"		135	78		Road, same location between		27	05
10	"		135	68		Mühlen- and Hackhauser Weg			
11	"		135	74		Road		18	78
12	"		135	76		between Hackhauser and Fürther Weg			
13	"		135	74		Farmland, between Mühlen and Hackhauser	3	35	33
14	"		136	176		Farmland, between Hackhauser and Fürther Weg	4	65	00
15	"		135	76		Farmland, between Mühlen and Hackhauser Weg		54	45
3									3
2									2
1									1

Tens

= Certified Translation from German into English =

Local court of Cologne Land Register of Worringen Folio 67 Inventory list

Plot serial number	Plot previous serial number	Designation of plot and rights attached to title					Size		
		Local district (survey district)	Parcel	Map Parcel lot	Property register	Type of use and location	ha	a	sq m
1	2	a	b		c/d	e	4		
13	2	Cologne	136	280		Comm. between Hackhauser and Further Weg	23	17	96
14	"	"	136	281		Farmland, between Hackhauser and Further Weg		6	07
15	"	"	136	282		Farmland, Cologne drainage channel (concrete lined)		9	31
16	"	"	136	283		Farmland, between Hackhauser and Further Weg		40	81
17	1	"	136	284		Road, Hackhauser Weg and Further Weg	3	1	12
18	"	"	136	285		Road, The Cologne drainage channel (concrete lined)		-	46
19	1	"	136	286		Farmland, between Hackhauser and Further Weg		22	86
20	11	Cologne		287		Farmland, between Hackhauser and Further Weg,		73	99
21	"	"	136	288		Farmland, Cologne drainage channel (concrete lined)		32	27
22	"	"	136	289		Farmland, between Hackhauser and Further Weg		58	74
23	8	Cologne	xxx	258		Road between Müheln and Hackhauser Weg		2	09
24	"	"	135	259		Road, The Cologne drainage channel (concrete lined)		-	46
25	"	"	135	260		Road between Mühlen and Hackhauser Weg		24	50
3									3
2									2
1									1

= Certified Translation from German into English =

Local court of Cologne Land Register of Worringen Folio 67 Inventory list

	Plot serial number	Plot previous serial number	Designation of plot and rights attached to title					Size		
			Local district (survey district)	Parcel	Map Parcel lot	Property register	Type of use and location	ha	a	sq m
	1	2	a	b		c/d	e	4		
Ones	26	12	Cologne	135	272		Farmland, <u>between Mühlenweg and Further Weg</u>		1	55
	27	"	"	135	281		Farmland, <u>between Mühlenweg and Further Weg</u>		52	90
	28	10	Cologne	135	273		Farmland, <u>between Mühlenweg and Further Weg</u>		11	57
	29	"	"	135	280		Farmland, <u>between Mühlenweg and Further Weg</u>	3	23	96
	30	9	Cologne	135	274		Road <u>between Mühlenweg and Further Weg</u>		13	44
	31	"	"	135	279		Road, <u>between Mühlenweg and Further Weg</u>		5	34
	32	6	Cologne	135	275		Farmland, <u>between Mühlenweg and Further Weg</u>		4	67
	33	"	"	135	278		Farmland, <u>between Mühlenweg and Further Weg</u>		87	78
Tens	34	3	Cologne	135	276		Farmland, <u>between Mühlenweg and Further Weg</u>		14	43
	35	"	"	135	277		Farmland, <u>between Mühlenweg and Further Weg</u>	3	07	00
	36	14	Worringen	36	511	Building and open area, Hackenbroicher Str.				52
3										3
2										2
1										1

= Certified Translation from German into English =

Local court of Cologne Land Register of Worringen Folio 67 Inventory list

Plot serial number	Plot previous serial number	Designation of plot and rights attached to title				Size		
		Local district (survey district)	Map		Type of use and location			
			Parcel	Parcel lot				
1	2	a	b		c	ha	a	m²
37	14	Worringen	36	514	Building and open area, traffic area, Hackenbroicher Str.		5	55
38	15	Worringen	36	512	Building and open area, Hackenbroicher Str.		1	39
39	15	Worringen	36	515	Building and open area, traffic area, Hackenbroicher Str.		7	92
40	16	Worringen	36	513	Building and open area, Hackenbroicher Str.		1	14
41	16	Worringen	36	516	Commercial property, building and open area, traffic area, woodland, Hackenbroicher Str. 199	23	39	67
42	27	Worringen	35	326	Building and open area, woodland, parallel road, Bayer facilities		34	39
43	27	Worringen	35	333	Building and open area, woodland, traffic area, parallel road, Bayer facilities		18	51
44	29	Worringen	35	327	Building and open area, woodland, traffic area, parallel road, Bayer facilities	2	63	55
45	29	Worringen	35	334	Woodland, traffic area, parallel road, Bayer facilities		60	41

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Local court of Cologne Land Register of Worringen Folio 67 Inventory list

Plot serial number	Plot previous serial number	Designation of plot and rights attached to title				Size		
		Local district (survey district)	Map		Type of use and location	ha	a	m²
			Parcel	Parcel lot				
1	2	a	b		c	4		
46	31	Worringen	35	328	Traffic area, parallel road		4	52
47	31	Worringen	35	335	Traffic area, parallel road			82
48	33	Worringen	35	329	Farmland, traffic area, parallel road		71	74
49	33	Worringen	35	336	Farmland, traffic area, parallel road		16	04
50	35	Worringen	35	330	Woodland, farmland, traffic area, Further Weg, Parallel road	2	63	54
51	35	Worringen	35	337	Woodland, farmland, traffic area, Further Weg, parallel road		43	46

= Certified Translation from German into English =

Local court of Cologne Land Register of Worringen Folio 67 Inventory list

Inventory and allocations		Cancellations	
Re plot serial no.		Re plot serial no.	
5	6	7	8
1, 2	Transferred from folio 7847 to here	[26, 28, 38, 32, 34, 13]	Transferred to folio [0352]
3-9	Transferred from folio 7846 to here on 20 March 1970.		on [16 AUG 1976]
10-12	Transferred from folio 7353 to here on 5 May 1971.		Transferred to folio [8028]
			on [10 OCT 1984]
	2, 13-16 No. 2 split and given nos. 13 to 16 1, 17-19; No. 1 split and given nos. 17 to 19 ,11, 20-22; No. 11 split and given nos. 20 to 22, 8, 23-25; no. 8 split and recorded anew as nos. 23 to 25 on 13 January 1975 in accordance with regulation 1/74)		
	12, 26 and 27; No. 12 split and given nos. 26, 27, 10, 28, and 29; No. 10 split and given nos . 28, 29, 9, 30 and 31; No. 9 split and given nos. 30, 31, 6, 32 and 23; No. 6 split and given nos. 32, 33, 3, 34 and 35; No. 3 split and given nos. 34 and, 35; recorded anew in accordance with regulation 1/76 on 13 May 76.		
3			
2			
1			



= Certified Translation from German into English =

Local court of Cologne Land Register of Worringen Folio 67 Inventory list

Inventory and allocations		Cancellations	
To serial no. of plots		Re serial plot no.	
5	6	7	8
14,36, 37	No. 14 as a result of parcel split given nos. 36 and 37, based on official record of change dated 26/09/2006, no. 4370- 2006/01335, recorded on 21/11/2006. Tigges		
15, 38 39	No. 15, as a result of parcel split given nos. 38 and 39, based on official record of change dated 26/09/2006, no. 43702006/01336, recorded on 21/11/2006. Tigges		
16,40, 41	No. 16, as a result of parcel split given nos. 40 and 41, based on official record of change dated 26/09/2006, no. 43702006/01337, recorded on 21/11/2006. Tigges		
27,42, 43	No. 27, as a result of parcel split given nos. 42 and 43, based on cadastral change notification no. WLDGGB: 496502459 dated 20/07/2022, recorded on 05/08/2022. Salz		
29,44 ,45	No. 29, as a result of parcel split given nos. 44 and 45, based on cadastral change notification no. WLDGGB: 496502460 dated 20/07/2022, recorded on 05/08/2022.		





= Certified Translation from German into English =

Local court of Cologne Land Register of Worringen Folio 67 **Inventory list**

Inventory and allocations		Cancellations	
Re plot serial number		Re plot serial number	
5	6	7	8
	<p>Salz</p> <p>31,46 , 47 No. 31, as a result of parcel lot split given nos. 46 and 47, based on cadastral change notification no. WLDGGB: 496502461 dated 20/07/2022, recorded on 05/08/2022.</p> <p>Salz</p> <p>33, 48, 49 No. 31, as a result of parcel lot split given nos. 48 and 479 based on cadastral change notification no. WLDGGB: 496502462 dated 20/07/2022, recorded on 05/08/2022.</p> <p>Salz</p> <p>35, 50, 51 No. 35, as a result of parcel lot split given nos. 50 and 51 based on cadastral change notification no. WLDGGB: 496502463 dated 20/07/2022, recorded on 05/08/2022.</p> <p>Salz</p>		

= Certified Translation from German into English =

Local court of Bottrop Land register of Kirchhellen Folio 67 Section I

Entries' serial number	Title holder(s)	Plot serial no. in the inventory list	Reason for entry
1	2	3	4
1	Erdoelchemie Gesellschaft mit beschränkter Haftung, in Cologne,	1-9	Conveyed on 29 May 1969, #recorded on 20 March 1970.  
		10-12	Conveyed on 22 December 1970, recorded on 5 May 1971.  
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	Based on conveyance made on 26/08/2002, recorded on 07/09/2005. Tigges
3	INEOS Manufacturing Deutschland GmbH, Cologne	4,5,7,14,15,16,17,18,19,20,21,22,23,24,25,27,29,31,33,35	Based on change in ownership dated 08/04/2005, recorded on 30/06/2006. Tigges

3	3
2	2
1	1

= Certified Translation from German into English =

Local court of Cologne		Land register of Worringen	Folio 67	Section II
Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants		
1	2	3		
Ones	1	<u>9</u> [30, <u>31</u>] Priority notice regarding initiated expropriation proceedings, with restriction of ownership, by reason of a conduit easement in favour of the Rheinisch- Westfälischen Elektrizitätswerk Aktiengesellschaft in Essen. Recorded on 9 September 1969 in folio 7846 und transferred here on 20 March 1970. <div style="background-color: black; width: 100px; height: 1.2em; margin: 5px auto;"></div>		
	2	<u>12</u> [26, <u>27</u> , 42, 43] The relevant owner is required to refrain from undertaking any installations and plantings on this property, as well as from the storage and erection of any kind of structure and to accept the removal of all visual impairments stated by the owners of the dominant land in Worringen, parcel 135, no. 40 - folio 4221- and parcel 135, no. 81, folio 4907-; according to the grant dated 24 September 1964 recorded on 5 November 1964 and transferred here via folio 7353 on 5 May 1971. <div style="background-color: black; width: 100px; height: 1.2em; margin: 5px auto;"></div>		
	3	<u>10, 11, 12</u> Priority notice for securing claim to conveyance arising out of right to repurchase. Referring to the grant dated 22 December 1970 for Farbenfabriken Bayer Aktiengesellschaft in Leverkusen, recored as pari-ranked with right II/4 on 5 May 1971. The priority is reserved for one or more mortgages or land charges up to a total amount of DM 400,000,000.-- plus up to 12% annual interest. <div style="background-color: black; width: 100px; height: 1.2em; margin: 5px auto;"></div>		
Tens	4	<u>10, 11, 12</u> [20, 21, 22, <u>26</u> , 27, 28, 29, 42, 43, 44, 45] Right of first refusal in all cases of sale. Referring to the grant dated 22 December 1970 in favour of Farbenfabriken Bayer Aktiengesellschaft in Leverkusen, pari-ranked with right II/3, recorded on 5 May 1971. Priority is reserved for one		
3				3
2				2

= Certified Translation from German into English =

Local court of Cologne		Land register of Worringen	Folio 67	Section II
Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants		
1	2	3		
1		or more mortgages or land charges up to a total amount of DM 400,000,000, plus up to 12% annual interest.		
5	<u>1,2,8,10,11,12</u>	The expropriation procedure in favour of Aethylen-Rohrleitungsgesellschaft mit beschränkter Haftung and Co. KG in Marl for the purpose of restricting land ownership for the construction and operation of an ethylene interconnector has been initiated. Referring to planning approval and transfer of possession decision of the District President in Cologne of 12 June 1970 and 16 June 1970, recorded on 9 July 1971.		
6	<u>3,9,</u> <u>[30,31,34,35,</u> <u>50,51]</u>	Right to build, operate and maintain high-voltage lines with a restriction on construction, vegetation and impact. Recorded with reference to the grant dated 31 October 1973 in favour of <u>Rheinisch- Westfälisches Elektrizitätswerk Aktiengesellschaft In Essen (RWE)</u> on 7 January 1974.		
3				
2				
1				

= Certified Translation from German into English =

Local court of Cologne Land register of Worringen Folio 67 Section II

Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants
1	2	3
7	3, 6, 9, 10, 12, [26, 27, 28, 29, 30, 31, 32, 33, 34, 35,]	Priority notice to secure the right to transfer ownership of a partition lot of approximately 1600, 480, 1320, 890, 170 sq m. Recorded with reference to the grant dated 23 December 1974 in favour of Bayer Aktiengesellschaft in Leverkusen on 28 January 1976.
8	<u>15, 18, 21, 24</u> 38, 39	Right to operate and maintain an underground canal structure for water drainage from the Cologne drainage channel running into the Rhine, associated with a right of entry, a restriction on building, vegetation, removal and dumping. Recorded with reference to the grant of 23 November 1972 in favour of the Zweckverband Kölner Randkanal in 5 Köln 1, Apostelnkloster 21-25 on 19 May 1976.
9	<u>13, 16</u> 40, 41	The right to erect buildings and, until 1 May 1984, to use parts of the plot, including the buildings and ancillary facilities erected on it, for operation of the drainage channel. Recorded with reference to the grant dated 23 November 1972 in favour of the Zweckverband Kölner Randkanal in 5 Köln 1, Apostelnkloster 21-25 on 19 May 1976.
3		
2		
1		

Tens

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Local court of Cologne		Land register of Worringen	Folio 67	Section II
Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants		
1	2	3		
10	4,5,7,14-25, 27,29,31,33, 35 36,37,38,39,40, 41 42, 43, 44, 45, 46, 47, 48, 49, 50, 51	Right of first refusal for all cases of conveyance in favour of Bayer Aktiengesellschaft, Leverkusen. Reference: grant dated 30/04/2001 (deed roll no. 1277/01, by notary Axel Rodert, Cologne). Recorded on 31/08/2005.		
11	22	Tigges Easement (right of use of wells and groundwater measuring points) for the respective owner of the plots of land Worringen, parcel 33, parcel lots 39 and, 40; parcel 35, parcel lots 244, 245, 247, 290 and 291; parcel 53, parcel lots 41, 53 and 56) (folio 352). Reference: grant of 30/04/2001 (deed roll 1275/01, by notary Axel Rodert, Cologne), dated 30/04/2001 (deed roll 1277/01, by notary Axel Rodert, Cologne), dated 18/02/2005 (deed roll 540/05, by notary Axel Rodert, Cologne) and of 26/07/2005 (deed roll 1783/2005, by notary Konrad Adenauer). Recorded on 31/08/2005. Tigges		

= Certified Translation from German into English =

Local court of Cologne

Land register of Worringen

Folio 67

Section II

Changes		Cancellations	
Column 1 serial no.		Column 1 serial no.	
4	5	6	7
Hundreds	5	5	Cancelled on [29 SEP 1972]
	3,4,8	7	Cancelled on 16 AUG 1976]
	[6]		
Thousands	1, 6		
	3		
	2		
	1		

On the plots with serial nos. 1, 8, 10, 11 and 12
cancelled on 06 April 1972.

The right under Section II, no. 8 has priority ranking
over rights under Section II, nos. 3 and 4. Recored on
19 May 1976.

The right has been transferred to
RWE Energie Aktiengesellschaft in Essen:
recorded on [03 Feb. 93]

Cancelled on plot serial no. 31.
Recorded on 05/09/2005.

Tigges

3

2

1

3

2

1

GS 73 GS 73 Land register folio, Second Section (Property register) 1962 -
Bochum Penitentiary and UHA (40 000/3.68)

= Certified Translation from German into English =

Local court of Cologne

Land register of Worringen

Folio 67

Section II

Changes		Cancellations	
Column 1 serial no.		Column 1 serial no.	
4	5	6	7
6	The right has been transferred to <u>RWE Deutschland Aktiengesellschaft in Essen</u> . Recorded on 10/07/2013. Schmidt		
6	The right has been transferred under a spin-off agreement dated 11/11/2019 to Westnetz GmbH, Dortmund - HRB 30872, Dortmund local curt. Recorded on 15/07/2021. Salz		
2	Plot inventory list no. 27 has been updated to inventory list no. 42 and 43. Recorded on 05/08/2022. Salz		
3	Plots inventory list no. 27 and 29 have been updated to inventory list nos. 42, 43, 44 and 45. Recorded on 05/08/2022. Salz		
4	Plots inventory list no. 27 and 29 have been updated to inventory list nos. 42, 43, 44 and 45. Recorded on 05/08/2022. Salz		

= Certified Translation from German into English =

Local court of Cologne

Land register of Worringen

Folio 67

Section II

Changes		Cancellations	
Column 1 serial no.		Column 1 serial no.	
4	5	6	7
6	Plot inventory list no. 35 has been updated to inventory list no. 50 and 51. Recorded on 05/08/2022. Salz		
10	Plots BV nos. 27, 29, 31, 33 and 35 have been updated to BV nos. 42, 43, 44, 45, 46, 47, 48, 49, 50 and 51. Recorded on 05/08/2022. Salz		

= Certified Translation from German into English =

Local court of **Bottrop** Land register of **Kirchhellen** Folio **67** **Section III**

Entries' serial number	Emcumbered plot serial no. in the inventory list	Amount	Mortgages, land charges and annuity charges
1	2	3	4
1	4,5,7,14,15, 16,18,18,19, 20,21,22,23, 24,25,27,29, 31,33,35, 36,37,38,39, 40,41, 42, 43, 44, 55, 46, 47, 48, 49, 50, 51	1,350,000 EUR	A one million three hundred and fifty thousand euro land charge - with no land charge instrument - at 16% annual interest and 3% ancillary one-time payment for Barclays Bank PLC in London (UK), enforceable according to § 80 German Code of Civil Procedure (ZPO). Enforceable pursuant to § 800 of the German Code of Civil Procedure (ZPO). Reference: grant dated 13/03/2006 (deed roll 42/06, by notary Dr. Edgar Schmidt, Cologne). The right is pari-ranked with Section III, no. 2. Recorded on 30/06/2006. Co-liability exists on folios 67 and 377. Tigges
2	4,5,7,14,15, 16,18,18,19, 20,21,22,23, 24,25,27,29, 31,33,35, 36,37,38,39, 40,41, 42, 43, 44, 55, 46, 47, 48, 49, 50, 51	7,650,000 EUR	A seven million six hundred and fifty thousand euro land charge - with no land charge instrument - at 16% annual interest and 3% ancillary one-time payment for Barclays Bank PLC in London (UK). Reference: grant dated 13/03/2006 (deed roll 43/06, by notary Dr. Edgar Schmidt, Cologne). The right is pari-ranked with Section III, no. 1. Recorded on 30/06/2006. Co-liability exists on folios 67 and 377. Tigges

= Certified Translation from German into English =

Local court of Cologne		Land register of Worringen		Folio 67		Section III	
Changes			Cancellations				
Column 1 serial no.	Amount		Column 1 serial no.	Amount			
5	6	7	8	9	10		
1	1,350,000 EUR	Plots inventory list nos. 27, 29, 31, 33 and 35 have been updated to inventory list nos. 42, 43, 44, 45, 46, 47, 48, 49, 50 and 51. Recorded on 05/08/2022. Salz					
2	7,650,000 EUR	Plots inventory list nos. 27, 29, 31, 33 and 35 have been updated to inventory list nos. 42, 43, 44, 45, 46, 47, 48, 49, 50 and 51. Recorded on 05/08/2022. Salz					

= Certified Translation from German into English =

Local court Cologne

Land register of Worringen

Folio 377

This folio has migrated to EDP for future recording and has replaced the previous folio.
Red text underlining (radiations) on this folio is rendered in black.

Released on 02/09/2003, Papke

= Certified Translation from German into English =

Local Court of Cologne			Land register of Worringen			Folio 377	Inventory list		
Plot serial number	Previous plot serial number	Designation of plot and rights attached to title					Size		
		Local district (survey district)	Parcel	Map Parcel lot	Property register	Commercial type and location	ha	a	sq m
1	2	3					4		
1		Cologne	173	705	0377	Farm, Grimlinghauser Weg 95		4	69
2		"	136	177		Building and open area	4	62	70
3		"	135	77		Farmland, between Hackhauser Weg and Fürther Weg	11	25	80
						Farmland, between Mühlen and Hackhauser Weg			
						Building and open area, traffic area			
4	3	Cologne	135	261		Farmland, between Mühlen and Hackhauser Weg		53	81
5	"	"	135	262		Building and open area, Hackenbroicherstraße		23	87
6	"	"	135	263		Farmland, Cologne drainage channel (concrete-lined), traffic area	10	48	12
7		Cologne	135	113		Farmland between Mühlen and Hackhauser Weg		13	00
8		"	135	114		Farmland, between Mühlen and Hackhauser Weg, (underground channel)		9	90
						Farmland, same location			
9		"	135	264		Building and open area, traffic area		5	96
10		"	135	265		Underground Hackenbroicherstr. Comm.		1	36
						Comm., between Mühlen and Hackhauser-Wegstr. Drainage channel, underground		-	97
						Farmland, " " "		1	90
11		"	135	266		Building and open space, traffic area			
						Comm. between Mühlen and Hackhauser-Wegstr., drainage channel, underground		-	80
						Farmland, " " "		64	08
						Building and open space			
12		Cologne	135	253		Farmland, between Hackhauser and Further Weg, Hackenbroicherstr.	1	00	12

= Certified Translation from German into English =

Local Court of Cologne		Land register of Worringen				Folio 377	Inventory list		
Plot serial number	Previous plot serial number	Designation of plot and associated rights					Size		
		District (survey district)	Parcel	Map Parcel lot	Property register	Type of use and location	ha	a	sq m
1	2	3					4		
13	8	Cologne	135	270	0377	<u>Farmland, between Mühlenweg and Further Weg</u>			
14	"	"	135	283		<u>Building and open space Traffic area</u>	—		37
						<u>Farmland, between Mühlenweg and Hackenhroicherstr.</u>	9		53
15	7	Cologne	135	271		<u>Further Weg</u>			
						<u>Farmland, between Mühlenweg and Further Weg (underground channel)</u>	—		38
16	"	"	135	282		<u>Building and open space, traffic area,</u>			
17		Worringen	135	82		<u>Farmland, between Mühlenweg and the parallel path, drainage channel</u>	12		62
						<u>Further Weg (underground channel)</u>	1		50
18		Worringen	135	255		Building and open area, Hackenbroicher Str.	23		75
19		Worringen	135	256		Open area Hackenbroicher Str.	1		38
20		Worringen	135	257		Open area Hackenbroicher Str.	2		34
21	12	Worringen	35	316		Building and open area, Hackenbroicher Str.	2		02
22	12	Worringen	35	318		Building and open area, traffic area, Hackenbroicher Str.	98		10

= Certified Translation from German into English =

Local Court of Cologne		Land register of Worringen			Folio 377	Inventory list		
Plot serial number	Previous plot serial number	Designation of plot and rights attached to title				Size		
		Local district (survey district)	Parcel	Map Parcel lot	Type of use and location	ha	a	m²
1	2	a	b		c	3	4	
23	18	Worringen	35	317	Building and open area, Hackenbroicher Str.			44
24	18	Worringen	35	319	Building and open area, traffic area, Hackenbroicher Str.		23	31
25	14	Worringen	35	324	Forest area, Hackenbroicher Str.		5	29
26	14	Worringen	35	331	Forest area, traffic area, Hackenbroicher Str.		4	24
27	16	Worringen	35	325	Forest area, parallel path, Cologne drainage channel		7	81
28	16	Worringen	35	332	Forest area, traffic area, parallel path, Cologne drainage channel		4	81

= Certified Translation from German into English =

Local Court of Cologne Land register of Worringen Folio 377 **Inventory list**

Inventory and allocations		Cancellations	
Re plot serial no.		Re plot serial no.	
5	6	7	8
1, 2, 3	from folio 5032 on 31 January 1973 [redacted] [redacted]	[13, 15]	[Transferred to folio 0352 on 16 AUG 1976] [redacted] [redacted]
36	No. 3 split and recorded anew as No. 4, 5, 6, according to regulation 1/74 on 10 Jan. 1975. [redacted] [redacted]	1	Transferred to folio 16521 on 20 April 2007. Schuelke
7-11	from folio 8028 on 15 July 1975 [redacted] [redacted]		
12	from folio 8028 on 4 December 1975 [redacted] [redacted]		
8, 13, 14, 7, 15, 16	No. 8 divided and as No. 13, 14 No. 7 divided and as No. 15, 16 pursuant to regulation 1/76 newly recorded on 13 May 1976. [redacted] [redacted]		
[17, 18, 19, 20]	[from folio 0135 on 18 Nov 91] [redacted] [redacted]		
13			
12			
1			

3
2
1



= Certified Translation from German into English =

Local Court of Cologne Land register of Worringen Folio 377 Inventory list

Inventory and allocations		Cancellations	
Re plot serial no.		Re plot serial no.	
5	6	7	8
4-6, 9-12, 14, 16-20	Parcel designation corrected on 2 January 1992. [REDACTED] [REDACTED]		
[2, 5, 6, 12, 14, 16, 9, 10, 11, 4]	To the EDP land register [serial no. 46718/89 seqq.]. returned on [02 ...02] [REDACTED] [REDACTED]		
12, 21, 22	No. 12 as a result of parcel split recorded as nos. 21, 22 on 27 November 2006 on the basis of proof of change dated 26 September 2006, No. 4370- 2006/01333, on 27/11/2006. Tigges		
18, 23, 24	No. 18 due to parcel split recorded as nos. 23, 24 on 27 November 2006, on the basis of proof of change dated 26 September 2006, No. 4370- 2006/01334, on 27/11/2006.. Tigges		
		[Continued on insert folio <input type="checkbox"/>	

11/10/22

3
2
1

= Certified Translation from German into English =

Local Court of Cologne		Land register of Worringen		Folio 377	Inventory list
Inventory and allocations			Cancellations		
Re plot serial no.		Re plot serial no.			
5	6	7	8		
14, 25, 26	No. 14 due to parcel split recorded as nos. 25 and 26, based on notice of change to cadastal records no. WLDGGB: 496502457 dated 20 July 2022, on 05/08/2022. Salz				
16, 27, 28	No. 16 due to parcel split recorded as nos. 27 and 28, based on notice of change to cadastal records no. WLDGGB: 496502458 dated 20 July 2022, on 05/08/2022. Salz				

= Certified Translation from German into English =

Local court Cologne **Land register of** Worringen **Folio** 377 **Section I**

Entries/ serial number	Title holder(s)	Plot serial no. in the inventory list	Reason for entry
1	2	3	4
1	Erdoelchemie Gesellschaft mit beschränkter Haftung in Cologne Worringen	1	The property recorded on folio 5032 without transfer of ownership was recorded here on 31 January 1973 for the sake of clarity. [REDACTED] [REDACTED]
		7 - 11	Conveyance made on 23 Nov. 1972, recorded on 15 July 1975, [REDACTED] [REDACTED]
		12	Title transferred on 4 Nov. 1975 recorded on 4 Dec. 1975 [REDACTED] [REDACTED]
		17-20	Title transferred on 4 September 1991 recorded on 18 November 1991. [REDACTED] [REDACTED]

= Certified Translation from German into English =

Local court of Cologne		Land register of Worringen	Folio 377	Section I
Entries/ serial number	Title holder(s)	Plot serial no. in the inventory list	Reason for entry	
1	2	3	4	
2	Deutsche BP Aktiengesellschaft, Hamburg	2, 4, 5, 6, 9, 10, 11, 12, 14, 16, 17, 18, 19, 20	Based on transfer of property dated 26 August 2002 recorded on 7 September 2005. Tigges	
		1	Due to conveyance made 26 August 2002 amended and recorded on 10 February 2006. Tigges	
3	INEOS Manufacturing Deutschland GmbH, Cologne	1, 2, 4, 6, 9, 10, 11, 12, 14, 16, 17, 18, 19, 20	Based on conveyance made 8 April 2005 recorded on 30 June 2006. Tigges	
		5	Based on conveyance made dated 8 April 2005 recorded on 6 July 2006. Tigges	

= Certified Translation from German into English =

Local court of Cologne		Land register of Worringen	Folio 377	Section II
Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants		
1	2	3		
1	2, <u>3</u> , 4, 5, 6,	Priority notice for securing claim to right to reconveyance.		
2	2, <u>3</u> , 4, 5, 6,	Right of first refusal in all cases of sale. to 1 and 2: Priority is reserved for mortgages up to the amount of DM 400,000.000.-- plus up to 12 per cent annual interest recorded pari-ranked with reference to grant dated 22 December 1970 for the company Bayer Wohnungen Gesellschaft mit beschränkter Haftung in Leverkusen on 29 December 1971 in folio 5032, transferred on 31 January 1973.		
3	<u>7, 8,</u> (<u>13, 14, 15, 16,</u>) 25, 26, 27, 28	Prohibition of obstructing the view by constructing facilities, planting, storing and erecting objects of all kinds in favour of the respective title holders of the plot parcel 135 no. 40 recorded in the land register of Worringen folio 4221 and the plot parcel 135 no. 59 belonging to the municipality of Cologne not recorded in the land register. With reference to the grant dated 10 Oct. 1963 recorded on 23 Oct. 1963 in folio 8028 transferred here on 15 July 1975.		

= Certified Translation from German into English =

Local court Cologne		Land register of Worringen	Folio 377	Section II
Entries' serial number	Plot serial no. in the relevant inventory list	Encumbrances and restricted covenants		
1	2	3		
4	<u>7</u> [15, 16,] 27, 28	The right to operate and maintain half of an underground sewer structure, combined with a right of access, a restriction on construction, growth, removal and backfilling. Recorded with reference to the grant dated 7 March 1973 in favour of the Zweckverband Kölner Randkanal in Cologne on 15 July 1975. <div style="background-color: black; width: 150px; height: 15px; margin: 5px auto;"></div> <div style="background-color: black; width: 150px; height: 15px; margin: 5px auto;"></div>		
5	<u>7, 8,</u> [13, 14, 15, 16]	Prior notice to secure the claim to transfer of ownership of a partition of approximately 50 and 40 square metres. Recorded with reference to the grant dated 23 December 1974 for Bayer Aktiengesellschaft in Leverkusen on 28 January 1976. <div style="background-color: black; width: 150px; height: 15px; margin: 5px auto;"></div> <div style="background-color: black; width: 150px; height: 15px; margin: 5px auto;"></div>		
6	59	Right to operate and maintain an underground channel structure for water drainage from the Cologne drainage channel running into the Rhine, associated with a right of entry, a restriction on building, vegetation, removal and backfilling. Recorded with reference to the grant dated 23 November 1972 in favour of the Zweckverband Kölner Randkanal at 5 Cologne 1, Apostelnkloster 21-25 on 19 May 1976: <div style="background-color: black; width: 150px; height: 15px; margin: 5px auto;"></div> <div style="background-color: black; width: 150px; height: 15px; margin: 5px auto;"></div>		

= Certified Translation from German into English =

Local court Cologne		Land register of Worringen	Folio 377	Section II
Entries' serial number	Plot serial no. in the relevant inventory list	Encumbrances and restricted covenants		
1	2	3		
7	2, 4, 5, 6, 9, 10, 11, 12, 14, 16-20, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28	Right of first refusal for all cases of sale in favour of Bayer Aktiengesellschaft, Leverkusen. Reference: grant dated 30 April 2001 (deed roll no. 1277/01, drawn up by notary Axel Rodert, Cologne). recorded on 31 August 2005. Tigges		
8	1	Limited easement in gross (acceptance of authorised emissions from commercial installations of the entitled party and waiver of damages) for INEOS Manufacturing Deutschland GmbH, based in Cologne. Reference: grant dated 21 December 2006 (deed roll no. 221/06, draw up by notary Dr Edgar Schmidt, Cologne). The right has priority over Sec. III no. 3, recorded on 19 January 2007. Tigges		
9	1	Prior notice of transfer of title - non-assignable - in favour of a) Christian Ueberdiek, born on 8 September 1967, b) Petra Ueberdiek, née Börner, born on 11 June 1963, 1/2 share each. There is a reservation of priority, which can be utilised once, for mortgages of up to EUR 250,000.00 plus up to 20% interest per annum and up to 10% ancillary payment once. Reference: grant dated 21 December 2006 (deed roll no. 221/06, drawn up by notary Dr Edgar Schmidt, Cologne). The priority notice has priority according to Sec. III(3) due to partial utilisation of this priority reservation. recorded on 19 January 2007. Tigges		

= Certified Translation from German into English =

Local court Cologne		Land register of Worringen		Folio 377		Section II	
Changes				Deletions			
Serial no. of column 1				Serial no. of column 1			
4		5		6		7	
Hundreds	1, 2, 6	The right in Sec. II no. has priority over the rights in Sec. II no. 1, 2 recorded on 19 May 1976.		5	[Deleted on 16 AUG. 1976] [REDACTED]		
	3	The plots inventory list no. 14 and 16 are updated to inventory list no. 25, 26, 27 and 28, recorded on 05/08/2022. Salz		12	Deleted on 5 September 2005. Tigges		
	4	Plot inventory list no. 16 is updated to inventory list no. 27 and 28, recorded on 05/08/2022. Salz		8	Deleted on 20 April 2007. Schuelke		
	7	The plots inventory list no. 14 and 16 are updated to inventory list no. 25, 26, 27 and 28, recorded on 05/08/2022. Salz					
Thousands							

[GS 73 property register folio Second Sec. (LB) - gen. 10. 1962 – Bochum Penitentiary (79000/ 10.71)]

= Certified Translation from German into English =

Local court of Cologne		Land register of Worringen	Folio 377	Section III
Entries/ serial number	Serial no. of the encumbered plots in the inventory list	Amount	Mortgages, land charges and annuity charges	
1	2	3	4	
1	<u>1, 2, 4, 6,</u> 9, 10, <u>11, 12, 14,</u> <u>16, 17, 18,</u> 19 20 21, 22, 23, 24 25, 26, 27, 28	EUR 1,350,000	A one million three hundred and fifty thousand euros land charge - with no land charge instrument - at 16% annual interest and 3% ancillary one-time payment for Barclays Bank PLC in London (UK). Enforceable pursuant to Section 800 of the German Code of Civil Procedure (ZPO). Reference: grant dated 13 March 2006 (deed roll no. 42/06, notary Dr Edgar Schmidt, Cologne) The right is pari-ranked with Sec. III no. 2, recorded on 30 June 2006. Co-liability exists on folios 67 and 377. Tigges	
<u>1</u> <u>2</u>	<u>1, 2, 4, 6,</u> 9, 10, <u>11, 12, 14,</u> <u>16, 17, 18,</u> 19 20 21, 22, 23, 24 25, 26, 27, 28	EUR 7,650,000	A seven million six hundred and fifty thousand euros land charge - with no land charge instrument - at 16% annual interest and 3% ancillary one-time payment for Barclays Bank PLC in London (UK). Reference: grant dated 13 March 2006 (deed roll 43/06, by notary Dr Edgar Schmidt, Cologne). The right is pari-ranked with Sec. III no. 1, recorded on 30 June 2006. Co-liability exists on folios 67 and 377. Tigges	
3	1	EUR 250,000	A two hundred and fifty thousand euro land charge - with no land charge instrument - with 15 % annual interest for the Kreissparkasse Köln in Cologne. Enforceable pursuant to § 800 of the German Code of Civil Procedure (ZPO). Reference: grant dated 21 December 2006 (deed roll no. 222/06, notary Dr Edgar Schmidt, Cologne). The right has priority after Sec. II no. 8 and over Sec. II no. 9 due to partial utilisation of the priority reservation. Recorded on 19 January 2007. Tigges	

= Certified Translation from German into English =

Local court of Cologne		Land register of Worringen		Folio 377		Section III	
Changes			Deletions				
Column 1 serial no.	Amount		Column 1 serial no.	Amount			
5	6	7	8	9	10		
1 2	EUR 1,350,000 EUR 1,650,000	Co-liability exists for plot no. 5 of the inventory list. Amended and recorded on 6 July 2006. Tigges					
1 2	EUR 1,350,000 EUR 7,650,000	Plot no. 1 of the inventory list has been released. Recorded on 19 January 2007. Tigges					
1	EUR 1,350,000	The plots inventory list no. 14 and 16 are updated to inventory list no. 25, 26, 27 and 28 Recorded on 05/08/2022. Salz					
2	EUR 7,650,000	The plots inventory list no. 14 and 16 are updated to inventory list no. 25, 26, 27 and 28. Recorded on 05/08/2022. Salz					

= Certified Translation from German into English =

Local court Cologne

Land register of Worringen

Folio 16235

(heritable building lease land register)

= Certified Translation from German into English =

Local court Cologne		Land register of Worringen			Folio 16235	Inventory list		
Land serial number	Previous land serial number	Designation of land and rights attached to title				Size		
		Local district (survey district)	Map		Type of use and location	ha	a	m²
			Parcel	Parcel lot				
1	2	a	b		c	ha	a	m²
1	2	3				4		
1		Heritable building right on the land registered in folio <u>352</u>						
		Worringen	33	24	Industrial area, between street and railway		97	64
		Worringen	33	34	Operational area, between Alte Straße and the railway		5	34
		Worringen	33	39	Operational area Bayerwerk Dormagen	1	91	73
		Worringen	33	40	Operational area Bayerwerk Dormagen	17	30	97
		Worringen	35	198	Farmland, between Dörnchensweg and Mühlenweg		12	02
		Worringen	35	219	Traffic area, An der Heerstraße		1	56
		Worringen	35	248	Operational area, An der Heerstraße		9	66
		Worringen	35	169	Traffic area (pipeline easement), Dörnchensweg		1	93
		Worringen	35	178	Traffic area, Dörnchensweg		16	02
		Worringen	35	179	Traffic area, Dörnchensweg		1	15

= Certified Translation from German into English =

Local court Cologne		Land register of Worringen			Folio 16235	Inventory list		
Land serial number	Previous land serial number	Designation of land and rights attached to title				Size		
		Local district (survey district)	Map		Type of use and location	ha	a	m²
			Parcel	Parcel lot				
1	2	a	b		c	ha	a	m²
1	2	3				4		
		Worringen	35	243	Operational area, between Dörnchensweg and Mühlenweg		97	03
		Worringen	35	244	Operational area, between Dörnchensweg and Mühlenweg		59	24
		Worringen	35	245	Operational area, between Dörnchensweg and Mühlenweg		84	20
		Worringen	35	246	Operational area, between Dörnchens- and Mühlenweg		32	79
		Worringen	35	247	Operational area, between Dörnchensweg and Mühlenweg	4	58	85
		Worringen	35	287	Operational area, Bayerwerk Dormagen	<u>2</u>	<u>89</u>	<u>62</u>
		Worringen	35	290	Operational area, Bayerwerk Dormagen	18	89	06
		Worringen	35	286	Operational area, Bayerwerk Dormagen	2	36	29
		Worringen	35	291	Operational area, Bayerwerk Dormagen	35	12	11
		Worringen	35	188	Private road, Alte Straße		7	04
		Worringen	35	17	Traffic area, from Dormagen to Worringen Station		30	70

= Certified Translation from German into English =

Local court Cologne		Land register of Worringen			Folio 16235	Inventory list		
Land serial number	Previous land serial number	Designation of land and rights attached to title				Size		
		Local district (survey district)	Map		Type of use and location	ha	a	m²
			Parcel	Parcel lot				
1	2	a	b		c	ha	a	m²
		Worringen	35	189	Private road, Alte Straße		6	54
		Worringen	35	240	Operational area, Between Dörnchensweg and Mühlenweg			06
		Worringen	35	267	Traffic area, from Dormagen to Worringen Station			60
		Worringen	35	268	Traffic area, Cologne drainage channel (concrete lined)			63
		Worringen	35	284	Farmland, between Dörnchensweg and Mühlenweg		(3)	97
		Worringen	35	288	Traffic area, from Worringen to Dormagen		13	03
		Worringen	35	312	Building and open space, Hackenbroicher Straße		18	95
		Worringen	35	315	Building and open area, traffic area Place, Bayerwerke Dormagen	8	49	22
		Worringen	53	35	Industrial area, Worringen Neußer Landstraße	1	67	40
		<u>Worringen</u>	<u>53</u>	<u>53</u>	<u>Building and open space,</u> <u>Neußer Landstraße</u>	<u>35</u>	<u>53</u>	<u>81</u>
		Worringen	53	34	Industrial area, Neußer Landstraße		33	49
		Worringen	53	41	Operational area, Bayerwerk Dormagen	16	41	86

= Certified Translation from German into English =

Local court Cologne		Land register of Worringen			Folio 16235	Inventory list		
Land serial number	Previous land serial number	Designation of land and rights attached to title				Size		
		Local district (survey district)	Map		Type of use and location	ha	a	m²
			Parcel	Parcel lot				
1	2	a	b		c	ha	a	m²
1	2	3				4		
		Worringen	53	56	Building and open space, Neußer Landstraße	1	86	74
		Worringen	53	59	Building and open space, Neußer Landstraße		4	27
		Worringen	53	60	Building and open space, Neußer Landstraße		2	20
		Worringen	53	61	Building and open space, Neußer Landstraße			14
		Worringen	53	70	Building area and open space to disposal facility Bayerwerk Dormagen	1	29	21
		Worringen	54	1	Farmland, Am Dörnchensweg		40	30
		Worringen	54	(4)	Garden land Am Dörnchensweg		11	18
		Worringen	54	5	Garden land Am Dörnchensweg		8	19
		Worringen	54	6	Farmland, Am Dörnchensweg		19	45
		Worringen	54	239	Building and open space, Stürzelberger Weg		1	66
		Worringen	73	317	Farmland, farm, between Dörnchensweg and Hackenbroicher Straße	3	83	93
		Worringen	73	316	Industrial area, Worringen Neusser Landstraße		48	75

= Certified Translation from German into English =

Local court Cologne		Land register of Worringen			Folio 16235	Inventory list		
Land serial number	Previous land serial number	Designation of land and rights attached to title				Size		
		Local district (survey district)	Parcel	Map Parcel lot	Type of use and location	ha	a	m²
1	2	a	b		c	3	4	
		Worringen	73	670	Industrial area Dörnchensweg		14	71
<p>Recorded in Section II <u>no. 4,7,41,44,52</u> until 31/12/2057.</p> <p>The owner's consent is required for: Sale of the heritable building right . Encumbrance of the heritable building right with mortgages and easements.</p> <p>Owner of the encumbered properties is: <u>Bayer Aktiengesellschaft, Leverkusen;</u></p> <p>The heritable building right, created on 23/11/1959, recorded in Worringen folio 7784, as serial no. 1, is transferred here with reference to its grant dated 11/09/1959 (deed roll no. 2363/1959 notary Dr. Jovy, Cologne.</p> <p>The heritable building right, created on 30/10/1961, recorded in Worringen folio 7966, as serial no. 1, is being transferred here with reference to its grant dated 20/07/1961.</p> <p>The heritable building right, created on 20/05/1968, recorded in Worringen folio 8393, as serial no. 1, is transferred here with reference to its grant dated 14/06/1967.</p> <p>The heritable building right, created on 27/02.70 and 06/02/1968, recorded in Worringen folio 71, as serial no. 3, is transferred here with reference to its grants dated 20/09/1968 and 14/06/1967/19</p> <p>The aforementioned heritable building rights are here combined into a joint heritable building right with change of the content. Reference: Authorization of 30/04/2001 (Deed roll No 1275/01), of 30/04/2001 (Deed roll no 1277/01), of 10/12/2001 (Deed roll no 3829/01) an of 18/02/2005 (Deed roll no 540/05,) each Notary Axel Rodert, Köln.</p> <p>Recorded on 31/08/2005.</p> <p>Tigges</p>								

= Certified Translation from German into English =

Local court		Cologne		Land register of		Worringen		Folio		16235		Inventory list		
Land serial number	Previous land serial number	Designation of land and rights attached to title							Size					
		Local district (survey district)	Map		Type of use and location	ha	a	m²						
			Parcel	Parcel lot										
		a	b		c									
1	2	3							4					
1		Owner of the property is: <u>Bayer Real Estate GmbH, Leverkusen, - Local court Cologne, HRB 48223 -</u> . Recorded on 27/04/2017.												
		Uelpenich												
1		Owner of the property: Covestro First Real Estate GmbH, Monheim am Rhein, - Local Court Düsseldorf, HRB 75473 -. The plots encumbered with the heritable building right are transferred to folio 17802. The heritable building right is recorded in the folio in Section II No 1. Recorded on 15/12/2017.												
		Uelpenich												
1		The joint heritable building right now also includes the plots registered in folio 17802 unde Nos 40 and 41 in the inventory list:												
		<u>Worringen</u>	<u>53</u>	<u>42</u>	<u>Building and open space,</u> <u>Neusser Landstr. 441</u>			<u>19</u>	<u>70</u>					
		<u>Worringen</u>	<u>53</u>	<u>43</u>	<u>Building and open space,</u> <u>Neußer Landstraße</u>			<u>45</u>	<u>24</u>					
		Recorded in Section II No 1.												
		Reference: Grant dated 08/07/2016 (deed roll no. 1414/2016, notary Dr. Thilo Weimer, Leverkusen), Recorded on 15/07/2021.												
		Uelpenich												

= Certified Translation from German into English =

Local court		Cologne		Land register of Worringen			Folio 16235		Inventory list		
Land serial number	Previous land serial number	Designation of land and rights attached to title						Size			
		Local district (survey district)	Map		Type of use and location	ha	a	m²			
			Parcel	Parcel lot							
		a	b		c						
1	2	3						4			
2/to 1		Easement (right to build, operate and maintain a tanker bridge with a right to access) in Worringen folio 17802 in no. 35 of the inventory list recorded in Section II No 34; entered here on16/02/2018. Uelpenich									
3/to 1		Easement (right to build, operate and maintain a substation building combined with a right of access and the restriction that the respective owner of the easement property may also erect facilities. The use of the facilities of the respective holder of the heritable building rights to the beneficiary plots may not be impaired by these actions.) in Worringen folio 17802 on no. 35 of the inventory list recorded in Section II no. 35; entered here on 16/02/2018. Uelpenich									
4/to 1		Easement (right to build, operate and maintain a pipe bridge combined with a right of access and the restriction that the respective owner of the easement plot may also erect facilities. The use of the facilities of the respective holder of the heritable building rights to the beneficiary plots may not be impaired by these actions.) in Worringen folio 17802 on no. 35 of the inventory list recorded in Section II no. 35; entered here on 16/02/2018. Uelpenich									
5/to 1		Easement (right to build, operate, maintain and renew a paved installation area for cranes combined with a right of access and the restriction that the respective owner of the easement plot may also erect facilities.									

= Certified Translation from German into English =

Local court Cologne		Land register of Worringen			Folio 16235		Inventory list		
Land serial number	Previous land serial number	Designation of land and rights attached to title					Size		
		Local district (survey district)	Map		Type of use and location	ha	a	m²	
			Parcel	Parcel lot					
1	2	a	b		c	3	4		
6/to 1		The use of the facilities of the respective holder of the heritable building rights to the beneficiary plots may not be impaired by these actions.) in Worringen folio 17802 on no. 35 of the inventory list redordedin Section II no. 35; entered here on 16/02/2018.							
		Uelpenich							
		Easement (right to build, operate, maintain and renew a walkway including supply facilities combined with a right to access) in Worringen folio 17802 in no. 35 of the inventory list recorded in Section II No 34; entered here on 16/02/2018.							
7/to 1		Uelpenich							
		Easement (right to build, operate, maintain and renew a crossover (stairs) with a right to access) in Worringen folio 17802 in no. 35 of the property inventory recorded in Section II No 39; entered here on16/02/2018.							
		Uelpenich							
8/to 1		Easement (right to build, operate and maintain a tanker bridge with a right to access) in Worringen folio 17802 in No 35 of the inventory list recorded in Section II No 34; entered here on16/02/2018.							
		Uelpenich							

= Certified Translation from German into English =

Local court Cologne		Land register of Worringen			Folio 16235	Inventory list		
Land serial number	Previous land serial number	Designation of land and rights attached to title				Size		
		Local district (survey district)	Map		Type of use and location	ha	a	m²
			Parcel	Parcel lot				
1	2	a	b		c	ha	a	m²
1	2	3				4		
1		Following a parcel split the parcel lot 53 is carried over into the parcel lots:						
		<u>Worringen</u>	<u>53</u>	<u>74</u>	<u>Building and open space, Neusser Landstr.</u>		<u>47</u>	<u>05</u>
		Worringen	53	75	Building and open space, Alte Str. 201, Neusser Landstr., parallel road	35	06	76
		According to continuation notification WLDGGB: 496500627 of 16/06/2016 recorded on 07/03/2018.						
		Sures						
9/to 1		Easement (access right for fire department) in Dormagen folio 10303 on no. 1 of the inventory list recorded in Section II no. 18; entered here on 19/03/2018.						
		Uelpenich						
to 1		<u>The parcel lots 42, 43 and 74 are merged according to notice of change to cadastral records WLDGGB 496501586 of 21/09/2018 into parcel lot</u>						
		<u>Worringen</u>	<u>53</u>	<u>100</u>	<u>Building and open space, Neusser Landstr. 441</u>	<u>1</u>	<u>11</u>	<u>99</u>
		Recorded 27/03/2019.						
		<u>Uelpenich</u>						

= Certified Translation from German into English =

Local court Cologne		Land register of Worringen		Folio 16235	Inventory list
Inventory and allocations			Cancellations		
Re plot serial no.		Re plot serial no.			
5	6	7	8		
1	<p>Lot size for parcel lot 287 corrected for reason of clerical error to 38962 square meters recorded on 10/01/2006.</p> <p>Tigges</p>	<p>1</p> <p>2/to 1,</p> <p>3/to 1,</p> <p>4/to 1,</p> <p>5/to 1,</p> <p>6/to 1,</p> <p>7/to 1,</p> <p>8/to 1,</p> <p>9/to 1</p>	<p>Following a split of the heritable building right, the heritable building right to the plot parcel 53 parcel lot 100 was transferred to folio 18243 on 10/12/2020.</p> <p>Bodmann</p>		

= Certified Translation from German into English =

Local court Cologne		Land register of Worringen	Folio 16235	Section I
Entries' serial number	Title holder(s)	Lot serial no. in the inventory list	Reason for entry	
1	2	3	4	
1	BP Fuels Deutschland GmbH, Hamburg	1	When the heritable building rights were created, they were recorded in folio 352 and combined here as a joint heritable building right on 31/08/2005. Tigges	
2	Deutsche BP Aktiengesellschaft, Hamburg	1	Due to merging dated 08/04/2005, recorded on 07/09/2005. Tigges	
(3)	INEOS Manufacturing Deutschland GmbH, Cologne	1	Due to merging dated 08/04/2005, recorded on 30/06/2006. Tigges	

= Certified Translation from German into English =

Local court Cologne		Land Register of Worringen	Folio 16235	Section II
Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants		
1	2	3		
1	1	Long-distance pipeline easement combined with a construction and impact restriction with regard to the plots parcel 35 no. 248, 286. With reference to the authorisation of 19/03/1971 for Rhein-Main-Rohrleitungstransportgesellschaft mbH, Rodenkirchen-Godorf; recorded on 14/04/1971 in folio 0071; under revised version, also transferred here on 31/08/2005. Tigges		
2	1 only on parcel 33, parcel lot 39	<u>Rheinisch-Westfälische Elektrizitätswerk A.G. in Essen</u> is permitted to construct and operate a four-system high-voltage overhead line on a pole and to lay cables on the encumbered plot. Recorded on the basis of the authorisation of 19/02/1930 and authorisation of 14 /06/1967 on 6/02/1968 in folio 8393, and also transferred here via sheet 0071 on 31/08/2005. Tigges		
3	1 only on parcel 33, parcel lot 244	A right to erect pylons and to construct and maintain high-voltage overhead lines and, in connection with this, a restriction on growth and development as well as a right of access for <u>RWE Energie Aktiengesellschaft in Essen</u> ; referring to settlement W.77 Section 10 B 1 I and the request of the culture department in Cologne dated 15 December 1931 and grant dated 14 June 1967 on 6 February 1968 in folio 8393 and transferred here via folio 0071 on 31 August 2005. Tigges		
4	1 only on parcel 33, parcel lot 169, 245	The right of <u>RWE Energie Aktiengesellschaft in Essen</u> to erect, operate and maintain an electricity line on pylons, combined with a growth and development restriction in a safety land strip. With reference to settlement W 77 and the expropriation order of 15/05/1922 and execution order of		

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Local court Cologne		Land Register of Worringen	Folio 16235	Section II
Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants		
1	2	3		
5	1	<p>18/03/1924 and approval of 14/06/1967 registered on 06/02/1968 in folio 8393, and also transferred here via folio 0071 on 31/08/2005.</p> <p>Tigges</p> <p>Heritable building ground rent - with a value protection clause - for the property owner in folio <u>352</u>. There is an agreement on the continuation of the heritable ground rent in the foreclosure sale in accordance with § 9 (3) sentence 1 no. 1 ErbbauVO.</p> <p>Reference: grant dated 30/04/2001 (deed roll no. 1277/01, by notary Axel Rodert, Cologne) and 18/02/2005 (deed roll 540/05, by notary Axel Rodert, Cologne). Recorded on 31/08/2005.</p> <p>Tigges</p>		
6	1	<p>Right of first refusal for all cases of sale for the respective landowner of the land encumbered with the heritable building right, recorded in folio <u>352</u>. Reference: grant dated 30/04/2001 (deed roll no. 1277/01, drawn by notary Axel Rodert, Cologne).</p> <p>rrecorded on 20/05.68 in folio 8393 A, on 17/04.63 in folio 7966 A, on 23/11.59 in folio 7784 A and on 27/02.70 and 21.9.71 in folio 71 under co-transfer with simultaneous change of content and partial new registration, recorded on <u>=date=</u>. 31/08/2005</p> <p>Tigges</p>		
7	1 only on parcel 33, parcel lot	<p>Easement (use as operating area, right to construct and operate an azeotropic acid plant, right to construct and operate a VA tank and pumping station for acid loading, right to walk and drive, right to supply and disposal pipeline,</p>		

= Certified Translation from German into English =

Local court Cologne		Land Register of Worringen	Folio 16235	Section II
Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants		
1	2	3		
	40, parcel 35, parcel lot 287	right to shared use, repair and renewal of operating facilities) for Bayer AG in Leverkusen;; Reference to authorisation dated 30/03/2001 (Notary roll- No. 139/2001 notary Dr. Schmidt in Cologne) and 26/07/2005 (Notary roll No. 1783/05 notary Konrad Adenauer); registered on 06/04/2001 in folio 0071; transferred also here on 31/08/2005. Tigges		
8	1 (only parcel 35, parcel lot 53)	Easement (right to use pipelines for the LEV- DOUR pipeline) for the respective owner of the property Worringen parcel 53, parcel lot (folio 352). Reference: grant of 30/04/2001 (deed roll 1275/01, drawn by notary Axel Rodert, Cologne), dated 30/04/2001 (deed roll 1277/01, by notary Axel Rodert, Cologne) and dated 18/02/2005 (deed roll 540/05, by notary Axel Rodert, Cologne). The right is pari-ranked with Section II nos. 8 and 11. recorded on 31/08/2005. Tigges		
9	1 (only parcel 33, parcel lots 39,40 parcel 35, parcel lots 244,245 247,290,291, parcel 53, parcel lots 41,53 and 56)	Easement (right of use of wells and groundwater measuring points) for the respective owner of the plots Worringen, parcel 33, parcel lots 39 and, 40; parcel 35, parcel lots 244, 245, 247, 290 and 291; parcel 53, parcel lots 41, 53 and 56) (folio 352). Reference: grant of 30/04/2001 (deed roll 1275/01, by notary Axel Rodert, Cologne), dated 30/04/2001 (deed roll 1277/01, by notary Axel Rodert, Cologne), dated 18/02/2005 (deed roll 540/05, by notary Axel Rodert, Cologne) and of 26/07/2005 (deed roll 1783/2005, drawn by Konrad Adenauer). The right is pari-ranked with Section II nos. 8 and 11. Recorded on 31/08/2005. Tigges		
10	1 (only parcel 35, parcel lots 198,315)	Easement (right to use the access road to the parallel path) for the respective owner of the plots Worringen parcel 35 parcel lot 198,315 (folio 352).		

= Certified Translation from German into English =

Local court Cologne		Land Register of Worringen	Folio 16235	Section II
Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants		
1	2	3		
11	1 (only parcel 35, parcel lot 53)	<p>Reference: grant dated 30/04/2001 (deed roll 1275/01, by notary Axel Rodert, Cologne), dated 30/04/2001 (deed roll 1277/01, by notary Axel Rodert, Cologne), dated 18/02/2005 (deed roll 540/05, by notary Axel Rodert, Cologne). Recorded on 31/08/2005.</p> <p>Tigges</p> <p>Easement (water pipe utilisation right, combined with a construction and impact restriction) for the respective owner of the plot Worringen parcel 53 parcel lot 53 (folio 352).</p> <p>Reference: grant dated 30/04/2001 (deed roll 1275/01, by notary Axel Rodert, Cologne), dated 30/04/2001 (deed roll 1277/01, by notary Axel Rodert, Cologne), dated 18/02/2005 (deed roll 540/05, by notary Axel Rodert, Cologne). The right is pari-ranked with Section II nos. 8 and 11. recorded on 31/08/2005.</p>		
12	1 (only parcel 33, parcel lot 40 and parcel 53, parcel lot 75)	<p>Tigges</p> <p>Limited easement in gross (right to construct, install, operate and use a gas and steam turbine plant, including gas turbine with generator and ancillary facilities, steam boiler with ancillary facilities and steam turbine as extraction backpressure turbine with ancillary facilities combined with a right to enter and drive on) for <u>IKB Deutsche Industriebank, Düsseldorf</u>. IKB Deutsche Industriebank AG, Düsseldorf Reference: Grant dated 22 March 2018 (deed roll no. 552/2018, by notary Dr Thilo Weimer, Leverkusen). Recorded 27/03/2019.</p>		
13	1 (only parcel 35, parcel lot 53)	<p>Uelpenich</p> <p>Limited easement in gross (right to construct, maintain and operate chemical plants) for Nouryon Functional Chemicals GmbH, Greiz, - Local court of Jena, HRB 508204</p> <p>Reference: Grant dated 12/03/2020 (deed roll no. 515/2020, by notary Dr Jürgen Kallrath, Cologne). The right has priority over Section III no. 3 Recorded on</p>		

= Certified Translation from German into English =

Local court Cologne

Land Register of Worringen

Folio 16235

Section II

Entries' serial number	Serial no. of relevant plots in the inventory list	Encumbrances and restricted covenants
1	2	3
		25/11/2020. Bodmann

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Local court Cologne		Land Register of Worringen		Folio 16235	Section II
Changes			Deletions		
Column 1 serial no.		Column 1 serial no.			
4	5	6	7		
6	The recording date is 31/08/2005. Amended on 14/09/2005. Tigges				
2, 3, 4	The right has been transferred to <u>RWE Deutschland Aktiengesellschaft in Essen.</u> Recorded on 10/07/2013. Schmidt				
6	The properties encumbered with the heritable building right are now registered in folio 17802. Recorded on 15/12/2017. Uelpenich				
12	Rectification of the entry of 26/03/2018, the name of the authorised person is: IKB Deutsche Industriebank AG, Düsseldorf. Recorded 27/03/2019. Uelpenich				
7	The right has been transferred to Covestro Deutschland AG, Leverkusen. Recorded on 15/07/2021. van der Berg				

= Certified Translation from German into English =

Local court Cologne		Land Register of Worringen		Folio 16235	Section II
Changes			Deletions		
Column 1 serial no.		Column 1 serial no.			
4	5	6	7		
5	The respective landowner is now recorded in folio 17802. Entered on 15/12/2017. Bodmann				
5	Following a split of the heritable building right with distribution of the heritable ground rent, transferred to folio 18243 together with the plot parcel 53, lot 100. Reference: Grant dated 21/04/2020 (deed roll no. 1414/2016, by notary Dr. Thilo Weimer, Leverkusen), Recorded on 10/12/2020. Bodmann				
6	Following a split of the heritable building right, transferred together with plot parcel 53 parcel lot 100 to folio 18243 on 10/12/2020. Bodmann				
2,3,4	The right has been transferred under a spin-off agreement dated 11/11/2019 to Westnetz GmbH, Dortmund - HRB 30872, local court of Dortmund. Recorded on 15/07/2021. Salz				

= Certified Translation from German into English =

Local court Cologne		Land register of Worringen	Folio 16235	Section III
Entries' serial number	Serial no. of the encumbered plots in the inventory list	Amount	Mortgages, land charges and annuity charges	
1	2	3	4	
1	1	1,695,000 EUR	A one million six hundred and ninety-five thousand euro land charge - with no land charge instrument - at 16% annual interest and 3% ancillary one-time payment for Barclays Bank PLC. Enforceable pursuant to § 800 of the German Code of Civil Procedure (ZPO). Reference: grant dated 13/03/2006 (deed roll 42/06, by notary Dr. Edgar Schmidt, Cologne). The right is pari-ranked with Section III no. 1. recorded on 30/06/2006. Tigges	
2	1	9,605,000 EUR	A nine million six hundred and five thousand euro land charge - with no land charge instrument - at 16% annual interest and 3% ancillary one-time payment for Barclays Bank PLC. Reference: grant dated 13/03/2006 (deed roll 43/06, by notary Dr. Edgar Schmidt, Cologne). The right is pari-ranked with Sec. III no. 1, recorded on 30 June 2006. Tigges	

= Certified Translation from German into English =

Local court Cologne			Land register of Worringen		Folio 16235		Section III	
Changes			Deletions					
Column 1 serial no.	Amount		Column 1 serial no.	Amount				
5	6	7	8	9	10			
1 2	1,695,000 EUR 9,605,000 EUR	Sec. III No 1,2 are ranked after Sec. II No 13. Recorded on 25/11/2020. Bodmann						
<div>1 2</div>	<div>1,695,000 EUR 9,605,000 EUR</div>	<div>Following a split of the heritable building right, transferred together with plot parcel 53 parcel lot 100 to folio 18243 for co-liability on 10/12/2020. Bodmann</div>						
1 2	1,695,000 EUR 9,605,000 EUR	The co-liability in folio 18243 has expired. Recorded on 18/11/2021. Salz						

As a duly sworn and appointed translator for the English language by the Regional Court of Nuremberg/Fuerth I hereby certify that the foregoing is, to the best of my belief and knowledge, a true and complete translation of pages 89 to 246 of the German Law Amendment and Confirmation Agreement relating to Security Agreements dated 6 February 2024.

Nuremberg, this 27 February 2024



Marie-Luise Patzelt
.....
Marie-Luise PATZELT
Sworn and appointed translator for English
Humboldtstraße 154
D-90459 Nuremberg

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

Morgan Lewis

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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, on 8 November 2021, 8 November 2022, on 16 February 2023 and on ____ February 2024

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) On 16 February 2023, the Senior Secured Note Issuer has further issued US\$ 425,000,000 6 3/4% senior secured notes due 2028 and 6 5/8% EUR 400,000,000 senior secured notes due 2028 (together the "**2028 Senior Secured Notes**") under the indenture dated as of 16 February 2023 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 "**2028 Senior Secured Indenture**").
- (H) On or about the date of this Agreement, the Senior Secured Note Issuer will further have issued US\$ 725,000,000 7 1/2% senior secured notes due 2029 and 6 3/8% EUR 850,000,000 senior secured notes due 2029 (the "**New Senior Secured Notes**") under the indenture dated on or about the date of this Agreement 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 "**New Senior Secured Indenture**").
- (I) 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, on 29 October 2020, on 8 November 2021, on 8 November 2022 and on 16 February 2023 and as further amended, restated, refinanced, replaced, supplemented and/or waived from time to time, the "**Existing Senior Facilities Agreement**").
- (J) In order to secure the obligations under or in connection with the Senior Facilities Agreement, the 2025 Senior Secured Notes, the 2026 Senior Secured Notes, the 2026-2 Senior Secured Notes and the 2028 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, on 29 October 2020, on 8 November 2021, on 8 November 2022 and on 16 February 2023 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.

- (K) 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.
- (L) 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.
- (M) 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 and amendment 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.
- (N) 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, Clause 14.09 of the 2026-2 Senior Secured Indenture, Clause 14.09 of the 2028 Senior Secured Indenture and/or the relevant clause of the New 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.
- (O) 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 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 (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 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 and the Senior Secured Indentures;

"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 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 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, the 2026-2 Senior Secured Indenture, the 2028 Senior Secured Indenture and the New 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, the 2026-2 Senior Secured Notes, the 2028 Senior Secured Notes and the New 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.
- 13.7 If and as soon as any of the Transferors has become an Unrestricted Subsidiary, then, without any further notice or declaration needed from any of the parties to this Agreement,
- (a) the Security Agent agrees that any Transferred Assets transferred or assigned under this Agreement by such Unrestricted Subsidiary (such Transferred Assets the "**Released Assets**") shall no longer serve as collateral (*haften*) under this Agreement;
 - (b) the Transferor that has become an Unrestricted Subsidiary shall be released from any obligations under this Agreement; and

- (c) upon the request of the Transferor that has become an Unrestricted Subsidiary, the Security Agent shall promptly re-assign and re-transfer all of the Released Assets to the relevant Transferor, by executing any deed or agreement of re-transfer attaching a list of the Released Assets as prepared and provided by the relevant Transferor, or in such other form so as to comply with the requirements of specification (*Bestimmtheitsgrundsatz*).

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

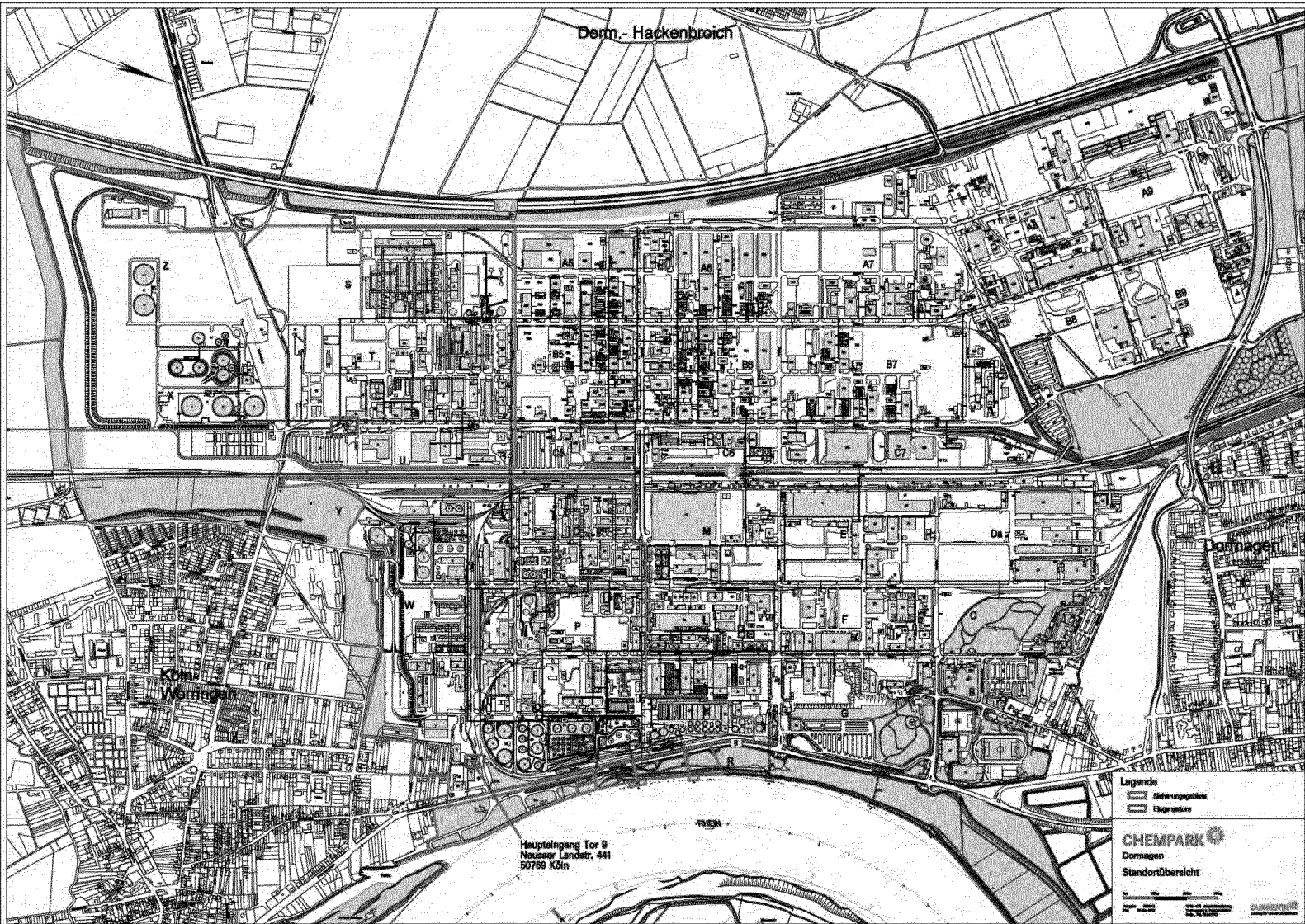
any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

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

SCHEDULE 1.1

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

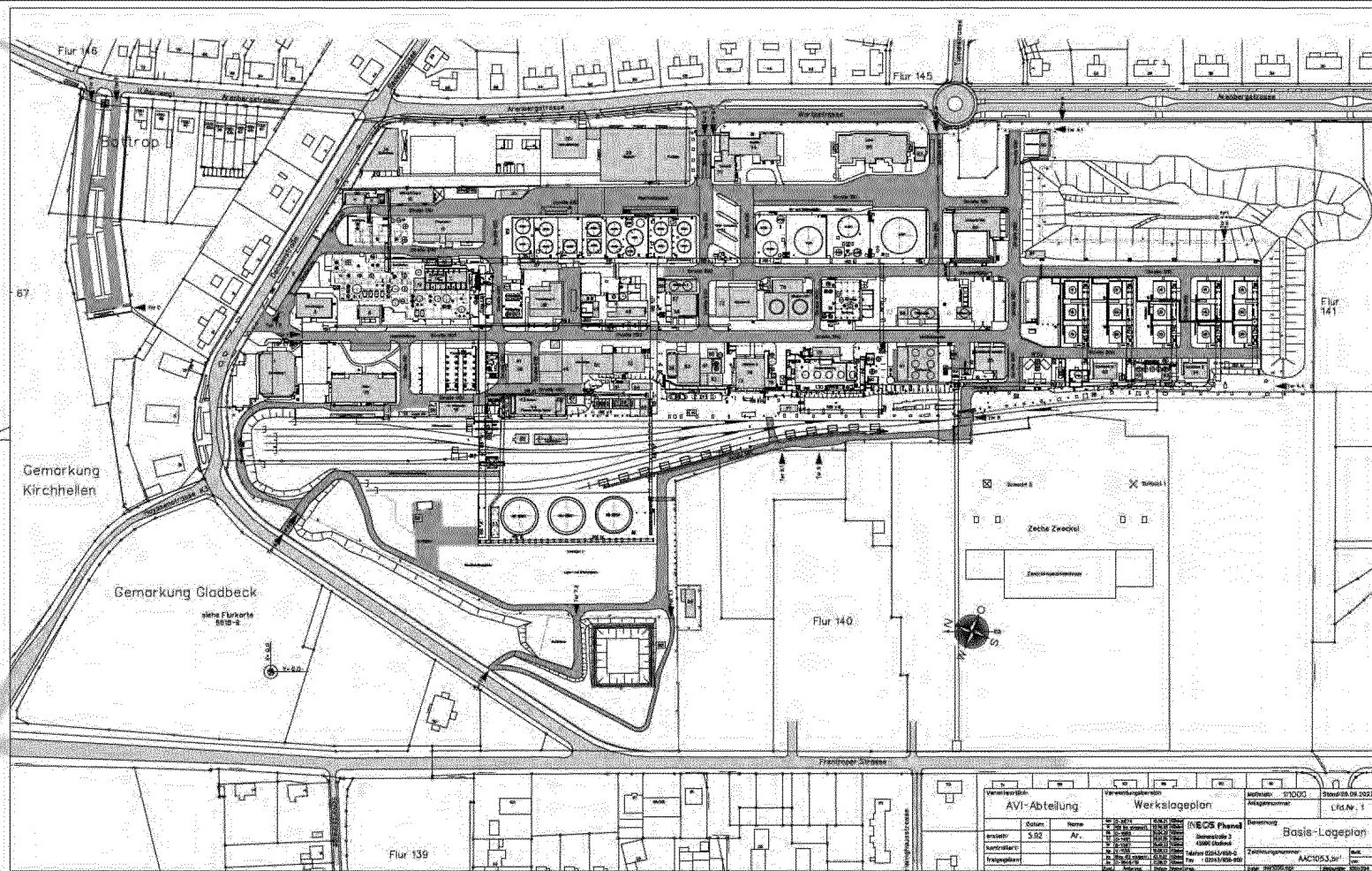
Site plan follows on next page



SCHEDULE 1.2

SITE PLAN OF PREMISES OF TRANSFERORS 2 AND 4

Site plan follows on next page



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

By:

Name:

[REDACTED]
WILLIAM POLLARD

INEOS KÖLN BETEILIGUNGS GMBH & CO KG

as Security Grantor

By:

Name:

[REDACTED]
WILLIAM POLLARD

INEOS DEUTSCHLAND GMBH

as Security Grantor

By:

Name:

[REDACTED]
WILLIAM POLLARD

INEOS DEUTSCHLAND HOLDING GMBH

as Security Grantor

By:

Name:

[REDACTED]
WILLIAM POLLARD

BARCLAYS BANK PLC

as Security Agent

By

Name:

Lee Smith
Vice President