



Registration of a Charge

Company Name: **INEOS ACETYLS AMERICAS LIMITED**

Company Number: **03947697**



Received for filing in Electronic Format on the: **24/03/2023**

XBZYC1LT

Details of Charge

Date of creation: **14/03/2023**

Charge code: **0394 7697 0004**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS SECURITY AGENT**

Brief description: **N/A**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **MARK WALKER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3947697

Charge code: 0394 7697 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th March 2023 and created by INEOS ACETYLS AMERICAS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th March 2023 .

Given at Companies House, Cardiff on 28th March 2023

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**

14 March 2023

THE COMPANIES LISTED IN SCHEDULE 1
(as the Supplemental Chargors)

and

LW PP Amends
HSBC CORPORATE ~~SECURITY~~ TRUSTEE
COMPANY (UK) LIMITED
(as the Security Agent)

SUPPLEMENTAL DEBENTURE

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000

www.lw.com

CONTENTS

Clause	Page
1. INTERPRETATION	1
2. COVENANT TO PAY	1
3. CHARGING PROVISIONS	2
4. NEGATIVE PLEDGE	4
5. INCORPORATION OF TERMS FROM EXISTING DEBENTURE	4
6. THE EXISTING DEBENTURE	5
7. DESIGNATION	5
8. ACKNOWLEDGEMENT BY THE SECURITY AGENT	5
9. FAILURE TO EXECUTE	5
10. NOTICES	5
11. GOVERNING LAW AND JURISDICTION	5
SCHEDULE 1	7
SCHEDULE 2	9
SCHEDULE 3	11
SCHEDULE 4	16

THIS SUPPLEMENTAL DEBENTURE (the “**Deed**”) is made on 14 March 2023

BETWEEN:

- (1) Each of the companies listed in Schedule 1 (*The Supplemental Chargors*) (each, a “**Supplemental Chargor**” and together the “**Supplemental Chargors**”); and
- (2) **HSBC Corporate Trustee Company (UK) Limited**, as the security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITALS:

This Deed is supplemental to a debenture originally dated 28 July 2020 between certain of the Supplemental Chargors as chargors and the Security Agent (as successor security agent to Barclays Bank PLC) as security agent, as supplemented pursuant to each of (a) a supplemental security deed dated 5 January 2021 (the “**First Supplemental Debenture**”) (b) a supplemental security deed dated 29 January 2021 (the “**Second Supplemental Debenture**” and together with the First Supplemental Debenture, the “**Supplemental Debentures**”) (c) a debenture accession deed dated 29 January 2021 between certain of the Supplemental Chargors as chargors and the Security Agent (as successor security agent to Barclays Bank PLC) as security agent (the “**January 2021 Accession Deed**”) and (d) a debenture accession deed dated 29 April 2021 between certain of the Supplemental Chargors as chargors and the Security Agent as security agent (the “**April 2021 Accession Deed**” and together with the January 2021 Accession Deed, the “**Accession Deeds**”) (the “**Existing Debenture**”).

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Deed, terms defined in the Existing Debenture or the relevant Accession Deed (as applicable and in respect of each Supplemental Chargor party to that Existing Debenture or Accession Deed) shall have the same meaning when used in this Deed but as if references in those terms to a “Chargor” or “New Chargor” will be deemed to be references to the Supplemental Chargors.

1.2 Construction

The provisions of clauses 1.2 (*Construction*) to 1.5 (*Declaration of Trust*) inclusive of the Existing Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the “Debenture” and other similar expressions were references to this Deed.

2. COVENANT TO PAY

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

3. CHARGING PROVISIONS

3.1 Specific Security

Each Supplemental Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent, with full title guarantee (subject to the Security created pursuant to the Existing Debenture, the Supplemental Debentures and the Accession Deeds), the following assets, both present and future, from time to time, owned by it or in which it has an interest:

- (a) by way of first legal mortgage all Property now belonging to or vested in it; and
- (b) by way of fixed charge, but in each case excluding any Excluded Assets:
 - (i) all other interests not effectively charged under Clause 3.1(a) above in any Property;
 - (ii) all the Investments, Shares and all corresponding Related Rights;
 - (iii) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
 - (iv) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
 - (v) all monies from time to time standing to the credit of the Accounts (including any interest and other sums accruing thereon), together with all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, the Accounts;
 - (vi) all of its goodwill and uncalled capital; and
 - (vii) if not effectively assigned by Clause 3.2 (*Security Assignment*), all its rights, title and interest in (and proceeds and claims under) the Assigned Agreements,

and includes, in respect of each of the above charged assets (as appropriate), the benefit of all licences, consents and agreements held by each Supplemental Chargor in connection with the use of the asset, any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset and any other property, rights or claims relating to, accruing to or deriving from the asset, but in each case excluding any Excluded Assets.

3.2 Security Assignment

As further continuing security for the payment of the Secured Obligations, each Supplemental Chargor assigns absolutely with full title guarantee (subject to the Security created pursuant to the Existing Debenture, the Supplemental Debentures and the Accession Deeds) to the Security Agent all its rights, title and interest in the Assigned Agreements, both present and future, from time to time, subject in each case to reassignment by the Security Agent to the relevant Supplemental Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

3.3 Floating Charge

- (a) As further continuing security for the payment of the Secured Obligations, each Supplemental Chargor charges with full title guarantee (subject to the Security created pursuant to the Existing Debenture, the Supplemental Debentures and the Accession Deeds) in favour of the Security Agent by way of floating charge (ranking junior only to the fixed charges created by the Existing Debenture, the Supplemental Debentures and the Accession Deeds) all its present and future assets, undertakings and rights, excluding any Excluded Assets, not otherwise effectively charged by way of first fixed charge or legal mortgage under Clause 3.1 (*Specific Security*) or assigned under Clause 3.2 (*Security Assignment*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.
- (c) The Parties acknowledge that the ranking of the security created pursuant to this Clause 3.3 (*Floating charge*) is subject to the Intercreditor Agreement and that the application of proceeds pursuant to this Deed is provided for in the Intercreditor Agreement.

3.4 Property Restricting Charging

- (a) There shall be excluded from the charge created by Clause 3.1 (*Specific Security*) any Restricted Property held by a Supplemental Chargor the title to which is subject to covenants, restrictions or other matters which prohibits either absolutely or conditionally (including requiring the consent of any third party) any such Supplemental Chargor from creating any charge over its freehold interest, in each case until a certificate from, or the consent of, the beneficiary of any restriction on the title of any Restricted Property has been obtained.
- (b) Subject to the Security Principles, for each Restricted Property referred to in paragraph (a) above, the relevant Supplemental Chargor undertakes to promptly apply for the relevant consent or certificate (and in any event within fourteen (14) days of the date of this Deed) and to use all reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.
- (c) Immediately upon receipt of the relevant consent or certificate, the formerly excluded Restricted Property shall stand charged to the Security Agent under Clause 3.1 (*Specific Security*). If required by the Security Agent, at any time following receipt of that consent or certificate, the relevant Supplemental Chargor will forthwith execute a supplemental legal mortgage in such form as the Security Agent shall reasonably require, subject to the Security Principles.

3.5 Ranking

Where this Supplemental Debenture purports to create Security, that Security will be a junior ranking security interest, subject to the security interests created by the Existing Debenture, the Supplemental Debentures and the Accession Deeds until such time as the security interest created by the Existing Debenture, the Supplemental Debentures and the Accession Deeds ceases to have effect.

4. NEGATIVE PLEDGE

The Supplemental Chargors may not:

- (a) create or agree to create or permit to subsist any Security over all or any part of the assets charged under this Deed; or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the assets charged under this Deed (other than in respect of assets charged under Clause 3.3 (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except as not prohibited by the terms of the Relevant Senior Secured Documents or with the prior written consent of the Security Agent.

5. INCORPORATION OF TERMS FROM EXISTING DEBENTURE

- (a) The provisions of Clause 3.4 (*Conversion of Floating Charge*), Clause 4 (*Further Assurance*) and Clause 6 (*Representations and Warranties*) to Clause 25 (*Miscellaneous*) of the Existing Debenture shall be deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, but as if references in those clauses to:
 - (i) "this Debenture" or "this Deed" and other similar expressions were a reference to this Deed;
 - (ii) "Chargor" was a reference to the Supplemental Chargors under this Deed; and
 - (iii) "Charged Property" (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this Deed.
- (b) The provisions of Clause 4 (*Representations and Undertakings*) and Clause 5 (*Protection of Security*) of the April 2021 Accession Deed shall be deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, but as if references in those clauses to:
 - (i) "this Deed" and other similar expressions were a reference to this Deed;
 - (ii) "New Chargor" was a reference to the Supplemental Chargors under this Deed; and
 - (iii) "Property" (including references to relevant specific assets within the charged Property), was a reference to the assets charged under this Deed.
- (c) The representations and warranties made in Clause 6 of the Existing Debenture and Clause 4 (*Representations and Undertakings*) of the April 2021 Accession Deed and incorporated by reference into this Deed shall be made on the date hereof by reference to the facts and circumstances on the date hereof.

6. THE EXISTING DEBENTURE

The Existing Debenture, the Supplemental Debentures and the Accession Deeds shall remain in full force and effect as supplemented by this Deed.

7. DESIGNATION

This Deed is designated as a Senior Secured Document for the purposes of the Intercreditor Agreement.

8. ACKNOWLEDGEMENT BY THE SECURITY AGENT

The Security Agent acknowledges and confirms that:

- (a) the creation of any Security pursuant to (and the compliance by the Supplemental Chargors with the terms of) this Deed does not and will not constitute a breach of any representation, warranty or undertaking in the Existing Debenture, the Supplemental Debentures and the Accession Deeds;
- (b) the performance of, and compliance with, any undertaking, requirement or obligation by the Supplemental Chargors under this Deed constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the Existing Debenture, the Supplemental Debentures and the Accession Deeds; and
- (c) the performance of, and compliance with, any undertaking, requirement or obligation by the Supplemental Chargors under the Existing Debenture, the Supplemental Debentures and the Accession Deeds will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by the Supplemental Chargors under this deed.

9. FAILURE TO EXECUTE

Failure by one or more Parties (“Non-Signatories”) to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

10. NOTICES

All communications shall be made in accordance with clause 25 (*Notices*) of the Intercreditor Agreement and such provisions shall be deemed incorporated herein.

11. GOVERNING LAW AND JURISDICTION

- (a) This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to Clause (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a “**Dispute**”). The

Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Deed, shall limit the right of the Secured Parties to bring any legal action against the Supplemental Chargors in any other court of competent jurisdiction.

IN WITNESS whereof this Supplemental Debenture has been duly executed as a Deed and is delivered on the date first above written.

SCHEDULE 1

THE SUPPLEMENTAL CHARGORS

Name of Chargor	Company number	Registered Address
<u>INEOS Aromatics Holdings Limited</u>	<u>06226615</u>	<u>Hawkslease, Chapel Lane, Lyndhurst, England, SO43 7FG</u>
<u>INEOS Aromatics Limited</u>	<u>06226624</u>	<u>Hawkslease, Chapel Lane, Lyndhurst, Hampshire, SO43 7FG</u>
<u>INEOS Acetyls (Korea) Limited</u>	<u>02316280</u>	<u>Hawkslease, Chapel Lane, Lyndhurst, Hampshire, SO43 7FG</u>
<u>INEOS Acetyls Investments Limited</u>	<u>00304682</u>	<u>Hawkslease, Chapel Lane, Lyndhurst, Hampshire, SO43 7FG</u>
<u>INEOS World-Wide Technical Services Limited</u>	<u>00510676</u>	<u>Hawkslease, Chapel Lane, Lyndhurst, Hampshire, SO43 7FG</u>
<u>INEOS Acetyls Americas Limited</u>	<u>03947697</u>	<u>Hawkslease, Chapel Lane, Lyndhurst, Hampshire, SO43 7FG</u>
<u>INEOS Acetyls International Limited</u>	<u>12777775</u>	<u>Hawkslease, Chapel Lane, Lyndhurst, Hampshire, SO43 7FG</u>
<u>INOVYN ChlorVinyls Holdings Limited</u>	<u>07085121</u>	<u>Banks Lane Office Banks Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>INOVYN ChlorVinyls Limited</u>	<u>04068812</u>	<u>Banks Lane Office Banks Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>INOVYN Enterprises Limited</u>	<u>04651437</u>	<u>Banks Lane Office Banks Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>INOVYN Europe Limited</u>	<u>10398354</u>	<u>Banks Lane Office Banks Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>INOVYN Finance Limited</u>	<u>07027513</u>	<u>Banks Lane Office Banks Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>

<u>INOVYN Group Treasury Limited</u>	<u>06179953</u>	<u>Bankes Lane Office Bankes Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>INEOS INOVYN Limited</u>	<u>08696245</u>	<u>Bankes Lane Office Bankes Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>INOVYN Newco 2 Limited</u>	<u>04772918</u>	<u>Bankes Lane Office Bankes Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>Kerling Newco 1 Limited</u>	<u>09613152</u>	<u>Bankes Lane Office Bankes Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>Kerling Newco 2 Limited</u>	<u>09613220</u>	<u>Bankes Lane Office Bankes Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>INEOS Quattro Finance 1 Plc</u>	<u>13091138</u>	<u>Hawkslease, Chapel Lane, Lyndhurst, Hampshire, United Kingdom, SO43 7FG</u>
<u>INEOS Quattro Finance 2 Plc</u>	<u>13091130</u>	<u>Hawkslease, Chapel Lane, Lyndhurst, Hampshire, United Kingdom, SO43 7FG</u>
<u>INEOS Acetyls UK Limited</u>	<u>09925357</u>	<u>Hawkslease, Chapel Lane, Lyndhurst, Hampshire, United Kingdom, SO43 7FG</u>
<u>INEOS Quattro Financing Limited</u>	<u>09922303</u>	<u>Hawkslease, Chapel Lane, Lyndhurst, Hampshire, United Kingdom, SO43 7FG</u>
<u>INEOS Quattro Holdings UK Limited</u>	<u>12698648</u>	<u>Hawkslease, Chapel Lane, Lyndhurst, Hampshire, United Kingdom, SO43 7FG</u>

SCHEDULE 2
SHARES AND INVESTMENTS

Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
INEOS Quattro Financing Limited	INEOS Quattro Holdings UK Limited	100 Ordinary shares of USD 1 each
	INEOS Quattro Finance 2 Plc	57,100 Ordinary shares of EUR 1 each
	INEOS Inovyn Limited	9,490,949 Ordinary shares of GBP 0.00001 each
INEOS Quattro Holdings UK Limited	INEOS Acetyls UK Limited	100 Ordinary shares of GBP 1 each
	INEOS Acetyls International Limited	102 Ordinary shares of GBP 1 each
	INEOS 179 Limited	100 Ordinary shares of CNY 1 each
		2 Ordinary shares of USD 1 each
INEOS Aromatics Holdings Limited	INEOS Aromatics Limited	84,999,999 ordinary shares of GBP 1
INEOS Acetyls Investments Limited	INEOS World-Wide Technical Services Limited	1,000,000 ordinary shares of GBP 1
	INEOS Aromatics Holdings Limited	85,000,000 ordinary shares of GBP 1
	INEOS Acetyls Americas Limited	24,329,401 ordinary shares of GBP 1
	INEOS Acetyls (Korea) Limited	45,300,000 ordinary shares of GBP 1
INEOS Acetyls International Limited	INEOS Acetyls Investments Limited	37,122,000 ordinary shares of GBP 1

INOVYN ChlorVinyls Holdings Limited	INOVYN Limited	Newco 2	1,000 deferred shares of GBP 1
			2 ordinary shares of GBP 1
INEOS INOVYN Limited	INOVYN Finance Limited		100,050,001 ordinary shares of GBP 1 each
INOVYN Finance Limited	INOVYN Group Treasury Limited		3 ordinary shares of GBP 1
	Kerling Newco 2 Limited		10,000 ordinary shares of GBP 0.01
	INOVYN Europe Limited		100 ordinary shares of EUR 1
	INOVYN Enterprises Limited		100 ordinary shares of GBP 1 each
INOVYN Group Treasury Limited	INOVYN ChlorVinyls Holdings Limited		100 ordinary shares of GBP 1
INOVYN Newco 2 Limited	INOVYN ChlorVinyls Limited		85 convertible nonparticipating shares of GBP 1
			2,215 non-convertible deferred shares of GBP 1
			1,000 non-voting shares of GBP 1
			15 ordinary shares of GBP 1
Kerling Newco 2 Limited	Kerling Newco 1 Limited		100,000,001 ordinary shares of GBP 1

Investments

None at the date of this Deed.

SCHEDULE 3
BANK ACCOUNTS

Account Holder	Bank	Sort code/account number/IBAN
INEOS Acetyls (Korea) Limited	Citibank NA, London	
INEOS Acetyls UK Limited	Citibank NA, London Branch	
INEOS Acetyls UK Limited	Citibank NA, London Branch	
INEOS Quattro Financing Limited	Citibank NA, London Branch	
INEOS Quattro Financing Limited	Citibank NA, London Branch	
INOVYN Group Treasury Limited	Barclays Bank PLC Manchester	
INOVYN Group Treasury Limited	Barclays Bank PLC Manchester	
INOVYN Group Treasury Limited	Barclays Bank PLC Manchester	
INOVYN Group Treasury Limited	Barclays Bank PLC Manchester	
INOVYN Group Treasury Limited	Barclays Bank PLC Manchester	
INOVYN Group Treasury Limited	Barclays Bank PLC Manchester	
INOVYN Group Treasury Limited	Barclays Bank PLC Manchester	
INOVYN Group Treasury Limited	Barclays Bank PLC Manchester	
INOVYN Group Treasury Limited	Barclays Bank PLC Manchester	

Account Holder	Bank	Sort code/account number/IBAN
INOVYN Group Treasury Limited	Barclays Bank PLC Manchester	
INOVYN Group Treasury Limited	Barclays Bank PLC Manchester	
INOVYN Group Treasury Limited	Barclays Bank PLC Manchester	
INOVYN Group Treasury Limited	Barclays Bank PLC Manchester	
INOVYN Group Treasury Limited	Barclays Bank PLC Manchester	
INOVYN Group Treasury Limited	Barclays Bank PLC Manchester	
INOVYN Group Treasury Limited re INOVYN Europe	Barclays Bank PLC Manchester	
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	

Account Holder	Bank	Sort code/account number/IBAN
NOVYN Group Treasury Limited re NOVYN Europe	ING Bank NV London	
NOVYN Group Treasury Limited re NOVYN Europe	ING Bank NV London	
NOVYN Group Treasury Limited re NOVYN Europe	ING Bank NV London	
NOVYN Group Treasury Limited re NOVYN Europe	ING Bank NV London	
NOVYN Group Treasury Limited re NOVYN Europe	ING Bank NV London	
NOVYN Group Treasury Limited re NOVYN Europe	ING Bank NV London	
NOVYN Group Treasury Limited re NOVYN Europe	ING Bank NV London	
NOVYN Group Treasury Limited re NOVYN Europe	ING Bank NV London	
NOVYN Group Treasury Limited re NOVYN Europe	ING Bank NV London	
NOVYN Group Treasury Limited re NOVYN Europe	ING Bank NV London	
INEOS NOVYN Limited	Barclays Bank PLC Manchester	
INEOS NOVYN Limited	Barclays Bank plc Manchester	

Account Holder			Bank			Sort code/account number/IBAN
Kerling Limited	NewCo	2	Barclays Manchester	Bank	PLC	
Kerling Limited	NewCo	2	Barclays Manchester	Bank	PLC	
Kerling Limited	NewCo	1	Barclays Manchester	Bank	PLC	
Kerling Limited	NewCo	1	Barclays Bank plc Manchester			
INOVYN Limited	Finance		Barclays Manchester	Bank	PLC	
INOVYN Limited	Finance		Barclays Manchester	Bank	PLC	
INOVYN Limited	Europe		Barclays Manchester	Bank	PLC,	
INOVYN Limited	Europe		Barclays Manchester	Bank	PLC,	
INOVYN Limited	Europe		Barclays Manchester	Bank	PLC,	
INOVYN Limited	Europe		Barclays Manchester	Bank	PLC,	
INOVYN Limited	Europe		Barclays Manchester	Bank	PLC,	
INOVYN ChlorVinyls Limited			Barclays Manchester	Bank	PLC	

Account Holder	Bank	Sort code/account number/IBAN
INOVYN ChlorVinyls Limited	Barclays Bank PLC Manchester	
INOVYN ChlorVinyls Limited	Barclays Bank PLC Manchester	
INOVYN ChlorVinyls Limited	Barclays Bank PLC Manchester	
INOVYN Enterprises Limited	Barclays Bank PLC Manchester	
INOVYN Enterprises Limited	Barclays Bank PLC Manchester	
INOVYN Enterprises Limited	Barclays Bank PLC Manchester	
INEOS Acetyls Investments Limited	Citibank NA, London Branch	
INEOS Acetyls Investments Limited	Citibank NA, London Branch	

SCHEDULE 4**PROPERTIES****Registered Land**

Name of Chargor	Address or description	Title No
INOVYN ChlorVinyls Limited	Land forming part of Aycliffe Industrial Estate, Newton Aycliffe	DU338120
INOVYN Enterprises Limited	Ineos Chlor Enterprises Ltd, Holford, Lostock Gralam, Northwich (CW9 7TD)	CH532921

PART B Restricted Properties

Name of Chargor	Address or description	Title No
INOVYN ChlorVinyls Limited	Land and buildings on the west and south side of Weston Point Expressway, Runcorn	CH513228
INOVYN ChlorVinyls Limited	Land and buildings lying to the east side of Mersey View, Weston Point, Runcorn	CH513183

SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE

THE SUPPLEMENTAL CHARGORS

**EXECUTED as a DEED by
INEOS QUATTRO FINANCING
LIMITED acting by**

its attorney Graine Leask,
in the presence of:

) INEOS QUATTRO FINANCING
) LIMITED by its attorney director

SM pp.
amends
14.03.23

Signature of witness:

Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:

Hawkslea, Chapel Lane
Lyndhurst SO43 7FG

EXECUTED as a DEED by
INEOS QUATTRO HOLDINGS UK
LIMITED acting by

director
its attorney Graeme deade
in the presence of:

) INEOS QUATTRO HOLDINGS UK
) LIMITED by its attorney *director*



SM pp.
amend
14.03.23



Signature of witness:

Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:

Hawkslea, Chapel Lane
Lyndhurst SO43 7FG

its attorney Graeme Leask
in the presence of:

attorney director


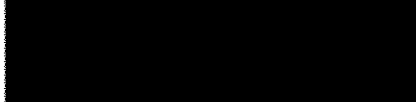
NATHAN MOORE

Hawkshead, Chapel Lane
Londhurst SO43 7FG

EXECUTED as a DEED by
INEOS AROMATICS HOLDINGS
LIMITED acting by

its attorney Graeme Leask
in the presence of:

) INEOS AROMATICS HOLDINGS
) LIMITED by its attorney

) 
) 

) 

Signature of witness:

Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:

Hawkshead, Chapel Lane
Lindhurst SQ43 7FG

INEOS AROMATICS LIMITED by its attorney [REDACTED]

attorney [REDACTED]

NATHAN MOORE

NATHAN MOORE

Hawkslea, Chapel Lane
Lindhurst SO43 7FG

its attorney Graeme Leask
in the presence of:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
8

Name (IN BLOCK CAPITALS):

NATHAN MOORE

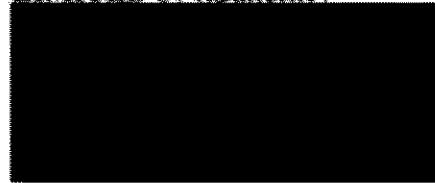
Address:

Hawkslea, Chapel Lane
Londhurst, SO43 7FG

EXECUTED as a DEED by
INEOS ACETYLS INVESTMENTS
LIMITED acting by

its attorney Graeme Leask
in the presence of:

) INEOS ACETYLS INVESTMENTS
) LIMITED by its attorney



Signature of witness:

Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:

Hawkslea, Chapel Lane
Londhurst SO43 7FG

EXECUTED as a DEED by
INEOS WORLD-WIDE TECHNICAL
SERVICES LIMITED acting by

its attorney Graeme Leask
in the presence of:

) INEOS WORLD-WIDE TECHNICAL
) SERVICES LIMITED by its attorney
)
)
)
)
)
)
)



Signature of witness:

Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:

Hawkshead, Chapel Lane
Lindhurst SO43 7FG

its attorney Graeme Leask
in the presence of:

)

) [REDACTED]

Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:

Hawkslea, Chapel Lane
Lyndhurst SO43 7FG

SM pp amend

14.03.23 EXECUTED as a DEED by

INEOS ACETYLS INTERNATIONAL LIMITED acting by

director

its attorney Graeme Leach

in the presence of:

) INEOS ACETYLS INTERNATIONAL

) LIMITED by its attorney director

) 

SM pp
amends
14.03.23

) 

Signature of witness:

Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:

Hawkshead, Chapel Lane
Londhurst SO43 7FG

EXECUTED as a DEED by
INOVYN CHLORVINYLS HOLDINGS
LIMITED acting by

its attorney Graeme Leask
in the presence of:

) INOVYN CHLORVINYLS
) HOLDINGS LIMITED by its attorney
)
)
)
)
)
)
)



Signature of witness:



Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:

Hawkshead, Chapel Lane
Lindhurst SO43 7FG

its attorney **Graeme Leask**
in the presence of:

) [REDACTED]
)
)
)
)
)
)
)

[REDACTED]

Name (IN BLOCK CAPITALS):

NATHAN MORE

Hawkshead, Chapel Lane
Londhurst. SO43 7FG

EXECUTED as a DEED by
INOVYN ENTERPRISES LIMITED
acting by

its attorney Graeme Leask
in the presence of:

) **INOVYN ENTERPRISES LIMITED**
) by its attorney 
) 
) 

Signature of witness:

Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:

Hawksley, Chapel Lane
Lindhurst SO43 7FG

**EXECUTED as a DEED by
INOVYN EUROPE LIMITED**

acting by

its attorney Graeme Leask
in the presence of:

) **INOVYN EUROPE LIMITED** by its
) attorney 

Signature of witness:

Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:


Hawksley, Chapel Lane
Londhurst SO43 7FG

**EXECUTED as a DEED by
INOVYN FINANCE LIMITED**

acting by

its attorney Graeme Leask
in the presence of:

) INOVYN FINANCE LIMITED by its
) attorney

) 
) 

Signature of witness:

Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:

Hawksieace, Chapel Lane
Lindhurst SO43 7FG

its attorney Graeme Leask
in the presence of:

the 1990s, the number of people in the United States who are 65 years of age or older has increased by 50 percent, and the number of people 75 years of age or older has increased by 100 percent. The number of people 85 years of age or older has increased by 200 percent. The number of people 90 years of age or older has increased by 400 percent. The number of people 95 years of age or older has increased by 800 percent. The number of people 100 years of age or older has increased by 1,600 percent. The number of people 105 years of age or older has increased by 3,200 percent. The number of people 110 years of age or older has increased by 6,400 percent. The number of people 115 years of age or older has increased by 12,800 percent. The number of people 120 years of age or older has increased by 25,600 percent. The number of people 125 years of age or older has increased by 51,200 percent. The number of people 130 years of age or older has increased by 102,400 percent. The number of people 135 years of age or older has increased by 204,800 percent. The number of people 140 years of age or older has increased by 409,600 percent. The number of people 145 years of age or older has increased by 819,200 percent. The number of people 150 years of age or older has increased by 1,638,400 percent. The number of people 155 years of age or older has increased by 3,276,800 percent. The number of people 160 years of age or older has increased by 6,553,600 percent. The number of people 165 years of age or older has increased by 13,107,200 percent. The number of people 170 years of age or older has increased by 26,214,400 percent. The number of people 175 years of age or older has increased by 52,428,800 percent. The number of people 180 years of age or older has increased by 104,857,600 percent. The number of people 185 years of age or older has increased by 209,715,200 percent. The number of people 190 years of age or older has increased by 419,430,400 percent. The number of people 195 years of age or older has increased by 838,860,800 percent. The number of people 200 years of age or older has increased by 1,677,721,600 percent. The number of people 205 years of age or older has increased by 3,355,443,200 percent. The number of people 210 years of age or older has increased by 6,710,886,400 percent. The number of people 215 years of age or older has increased by 13,421,772,800 percent. The number of people 220 years of age or older has increased by 26,843,545,600 percent. The number of people 225 years of age or older has increased by 53,687,091,200 percent. The number of people 230 years of age or older has increased by 107,374,182,400 percent. The number of people 235 years of age or older has increased by 214,748,364,800 percent. The number of people 240 years of age or older has increased by 429,496,729,600 percent. The number of people 245 years of age or older has increased by 858,993,459,200 percent. The number of people 250 years of age or older has increased by 1,717,986,918,400 percent. The number of people 255 years of age or older has increased by 3,435,973,836,800 percent. The number of people 260 years of age or older has increased by 6,871,947,673,600 percent. The number of people 265 years of age or older has increased by 13,743,895,347,200 percent. The number of people 270 years of age or older has increased by 27,487,790,694,400 percent. The number of people 275 years of age or older has increased by 54,975,581,388,800 percent. The number of people 280 years of age or older has increased by 109,951,162,777,600 percent. The number of people 285 years of age or older has increased by 219,902,325,555,200 percent. The number of people 290 years of age or older has increased by 439,804,651,110,400 percent. The number of people 295 years of age or older has increased by 879,609,302,220,800 percent. The number of people 300 years of age or older has increased by 1,759,218,604,441,600 percent. The number of people 305 years of age or older has increased by 3,518,437,208,883,200 percent. The number of people 310 years of age or older has increased by 7,036,874,417,766,400 percent. The number of people 315 years of age or older has increased by 14,073,748,835,532,800 percent. The number of people 320 years of age or older has increased by 28,147,497,671,065,600 percent. The number of people 325 years of age or older has increased by 56,294,995,342,131,200 percent. The number of people 330 years of age or older has increased by 112,589,990,684,262,400 percent. The number of people 335 years of age or older has increased by 225,179,981,368,524,800 percent. The number of people 340 years of age or older has increased by 450,359,962,737,049,600 percent. The number of people 345 years of age or older has increased by 900,719,925,474,099,200 percent. The number of people 350 years of age or older has increased by 1,801,439,850,948,198,400 percent. The number of people 355 years of age or older has increased by 3,602,879,701,896,396,800 percent. The number of people 360 years of age or older has increased by 7,205,759,403,792,793,600 percent. The number of people 365 years of age or older has increased by 14,411,518,807,585,587,200 percent. The number of people 370 years of age or older has increased by 28,823,037,615,171,174,400 percent. The number of people 375 years of age or older has increased by 57,646,075,230,342,348,800 percent. The number of people 380 years of age or older has increased by 115,292,150,460,684,697,600 percent. The number of people 385 years of age or older has increased by 230,584,300,921,369,395,200 percent. The number of people 390 years of age or older has increased by 461,168,601,842,738,790,400 percent. The number of people 395 years of age or older has increased by 922,337,203,685,477,580,800 percent. The number of people 400 years of age or older has increased by 1,844,674,407,370,955,161,600 percent. The number of people 405 years of age or older has increased by 3,689,348,814,741,910,323,200 percent. The number of people 410 years of age or older has increased by 7,378,697,629,483,820,646,400 percent. The number of people 415 years of age or older has increased by 14,757,395,258,967,641,292,800 percent. The number of people 420 years of age or older has increased by 29,514,790,517,935,282,585,600 percent. The number of people 425 years of age or older has increased by 59,029,581,035,870,565,171,200 percent. The number of people 430 years of age or older has increased by 118,059,162,071,741,130,342,400 percent. The number of people 435 years of age or older has increased by 236,118,324,143,482,260,684,800 percent. The number of people 440 years of age or older has increased by 472,236,648,286,964,521,369,600 percent. The number of people 445 years of age or older has increased by 944,473,296,573,929,042,739,200 percent. The number of people 450 years of age or older has increased by 1,888,946,593,147,858,085,478,400 percent. The number of people 455 years of age or older has increased by 3,777,893,186,295,716,170,956,800 percent. The number of people 460 years of age or older has increased by 7,555,786,372,591,432,341,913,600 percent. The number of people 465 years of age or older has increased by 15,111,572,745,182,864,683,827,200 percent. The number of people 470 years of age or older has increased by 30,223,145,490,365,729,367,654,400 percent. The number of people 475 years of age or older has increased by 60,446,290,980,731,458,735,308,800 percent. The number of people 480 years of age or older has increased by 120,892,581,961,462,917,470,617,600 percent. The number of people 485 years of age or older has increased by 241,785,163,922,925,834,941,235,200 percent. The number of people 490 years of age or older has increased by 483,570,327,845,851,669,882,470,400 percent. The number of people 495 years of age or older has increased by 967,140,655,691,703,339,764,940,800 percent. The number of people 500 years of age or older has increased by 1,934,281,311,383,406,679,529,881,600 percent. The number of people 505 years of age or older has increased by 3,868,562,622,766,813,359,059,763,200 percent. The number of people 510 years of age or older has increased by 7,737,125,245,533,626,718,119,526,400 percent. The number of people 515 years of age or older has increased by 15,474,250,491,067,253,436,239,052,800 percent. The number of people 520 years of age or older has increased by 30,948,500,982,134,506,872,478,105,600 percent. The number of people 525 years of age or older has increased by 61,897,001,964,269,013,744,956,211,200 percent. The number of people 530 years of age or older has increased by 123,794,003,928,538,027,489,912,422,400 percent. The number of people 535 years of age or older has increased by 247,588,007,857,076,054,979,824,844,800 percent. The number of people 540 years of age or older has increased by 495,176,015,714,152,109,959,649,689,600 percent. The number of people 545 years of age or older has increased by 990,352,031,428,304,219,919,299,379,200 percent. The number of people 550 years of age or older has increased by 1,980,704,062,856,608,439,838,598,758,400 percent. The number of people 555 years of age or older has increased by 3,961,408,125,713,216,879,677,197,516,800 percent. The number of people 560 years of age or older has increased by 7,922,816,251,426,433,759,354,395,033,600 percent. The number of people 565 years of age or older has increased by 15,845,632,502,852,867,518,708,790,067,200 percent. The number of people 570

[illegible]

NATHAN MOORE

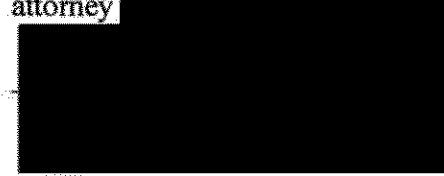
Hawkshead, Chapel Lane
Londhurst, SO43 7FG

EXECUTED as a DEED

INEOS INOVYN LIMITED acting by

its attorney Graeme Leask
in the presence of:

) **INEOS INOVYN LIMITED** by its
) attorney

) 


Signature of witness:

) 

Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:


Hawkshead, Chapel Lane
Lindhurst SO43 7FG

EXECUTED as a DEED

INOVYN NEWCO 2 LIMITED acting
by

its attorney Graeme Leask
in the presence of:

) **INOVYN NEWCO 2 LIMITED** by its
) attorney



Signature of witness:



Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:

Hawkshead, Chapel Lane
Londhurst SO43 7FG

**EXECUTED as a DEED by
KERLING NEWCO 1 LIMITED acting
by**

its attorney Graeme Leask
in the presence of:

KERLING NEWCO 1 LIMITED by its
attorney [REDACTED]

Signature of witness:

Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:

Hawkshead, Chapel Lane
Londhurst SO43 7FG

EXECUTED as a DEED by
KERLING NEWCO 2 LIMITED acting
by

its attorney Graeme Leask
in the presence of:

) KERLING NEWCO 2 LIMITED by its
) attorney



Signature of witness:



Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:

Hawksleace, Chapel Lane
Lindhurst SO43 7FG

SM PP
amend
14.03.23

EXECUTED as a DEED by

INEOS QUATTRO FINANCE 1 PLC

acting by

its ^{director} attorney Graeme Knox
in the presence of:

Signature of witness:

Name (IN BLOCK CAPITALS):

) INEOS QUATTRO FINANCE 1 PLC

) by its attorney director

SM PP
amend

14.03.23

NATHAN MOORE

Address:

Hawksley, Chapel Lane
Lindhurst SO43 7FG

EXECUTED as a DEED by:
INEOS QUATTRO FINANCE 2 PLC
acting by

SM pp.
amends
14.03.23

its attorney Græme Leake
in the presence of:

) INEOS QUATTRO FINANCE 2 PLC
) by its attorney director

SM pp.
amends
14.03.23

Signature of witness:

Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:

Hawkshead, Chapel Lane
Londhurst SO43 7FG

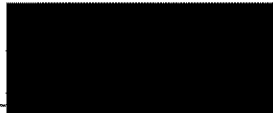
THE SECURITY AGENT

EXECUTED by

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by:

acting by: Julian Tucker

as Authorised Signatory: _____



Address: Issuer Services, Level 22 Canada Square
London E14 5HQ

Attention: Issuer Services Trustee Administration

Email: ctla.trustee.admin@hsbc.com