

# MR01

## Particulars of a charge

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**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is  
no instrument. Use form MR08

TUESDAY



\*A4B5QA23\*

A15

07/07/2015

#94

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

### 1 Company details

Company number 0 4 6 8 7 7 1 4

Company name in full Ineos Enterprises Group Limited

0005 For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date d 0 d 3 m 0 m 7 y 2 y 0 y 1 y 5

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name RBS Invoice Finance Limited (RBSIF)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

2

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Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Not applicable

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X *Adelle Howard Goldard Ltd*

X

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

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name JONEK/89611-233

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Post town Manchester

County/Region Greater Manchester

Postcode M 2 3 A B

Country United Kingdom

DX 14301 Manchester

Telephone 0161 934 6000



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4687714

Charge code: 0468 7714 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd July 2015 and created by INEOS ENTERPRISES GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th July 2015.

Given at Companies House, Cardiff on 14th July 2015



**Companies House**



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

WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY (AS REDACTED) OF  
THE ORIGINAL

Addleshaw Goddard LLP

DATE 6/7/15  
ADDLESHAW GODDARD LLP

**Fixed Charge on Non-vesting Debts and Floating Charge**

**THIS IS AN IMPORTANT DOCUMENT YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND IF YOU SIGN AND RBSIF IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED**

**Definitions**

<b>RBSIF</b>	RBS Invoice Finance Limited
<b>Client:</b>	Ineos Enterprises Group Limited (registered number 04687714) of Runcorn Site HQ South Parade, PO Box 9, Runcorn, Cheshire, WA7 4JE
<b>Client's Obligations:</b>	All the Client's liabilities to RBSIF of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with RBSIF's charges Interest and Expenses
<b>Debt Purchase Agreement:</b>	Any debt purchase facility between RBSIF and the Client
<b>Debts</b>	Has the meaning given to that expression in any Debt Purchase Agreement
<b>Expenses:</b>	All expenses (on a full indemnity basis) incurred by RBSIF or any Receiver at any time in connection with the Property or the Client's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred
<b>Interest</b>	Interest at the same rate as the discounting charge charged to the Client by RBSIF from time to time
<b>Non-vesting Debts.</b>	All Debts which fail to vest in RBSIF under any Debt Purchase Agreement
<b>Property</b>	The whole and any part of the undertaking property and assets of the Client charged by Clause 1
<b>Related Rights:</b>	Has the meaning given to that expression in any Debt Purchase Agreement
<b>Required Currency</b>	The currency or currencies in which the Client's Obligations are expressed from time to time

**Charge**

- 1 The Client covenants to discharge on demand the Client's Obligations and as a continuing security for such discharge and with full title guarantee charges to RBSIF
- 1.1 By way of fixed charge all Non-vesting Debts
- 1.2 By way of fixed charge the Related Rights of all Non-vesting Debts
- 1.3 By way of floating charge all the undertaking and all property assets and rights of the Client present and future not subject to a fixed charge under this deed or any other security present or future held by RBSIF

### **Restrictions**

- 2 1    **The Client will not without the previous written consent of RBSIF**
- 2 1 1   **Create** or permit to arise any mortgage charge or lien on the Property
- 2 1 2   **Dispose** of the Property charged by clause 1 3 other than in the ordinary course of the Client's business
- 2 1 3   **Transfer** any of its rights or obligations under this deed
- 2 2    **If RBSIF does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee**

### **Insurance**

- 3 1    **The Client will keep comprehensively insured to RBSIF's reasonable satisfaction all of the Property which is of an insurable nature for its full reinstatement cost and in default RBSIF may enter and effect such insurance (without becoming liable to account as mortgagee in possession)**
- 3 2    **The Client will hold in trust for RBSIF all money received under any insurance of the Property and at RBSIF's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Client's Obligations**

### **Deeds Securities and Debts**

- 4 1    **The Client will from time to time deposit with RBSIF all insurance policies (or where RBSIF agrees copies of them) deeds and documents of title relating to the Property**
- 4 2    **The Client will deal with all Debts in accordance with the terms of any Debt Purchase Agreement**
- 4 3    **The Client will deal with all Non-vesting Debts and their Related Rights as if they were Debts which vested in RBSIF under any Debt Purchase Agreement**

### **Repairs**

- 5       **The Client will keep its freehold and leasehold property in good condition and RBSIF may enter and inspect and in default effect repairs (without becoming liable to account as mortgagee in possession)**

### **Notice of Crystallisation**

- 6       **RBSIF may by written notice to the Client convert the floating charge into a fixed charge as regards any of the Property specified in the notice. Following such a notice the Client will not dispose of any of such Property which is included in the notice without the prior written consent of RBSIF**

### **Powers of RBSIF**

- 7 1    **RBSIF may without restriction grant or accept surrenders of leases of the Client's freehold and leasehold property or any part of it**
- 7 2    **Section 103 of the Law of Property Act 1925 will not apply and RBSIF may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed**
- 7 3    **RBSIF may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property and may fix and pay the fees of a Receiver but any Receiver will be deemed to be the agent of the Client and the Client will be solely responsible for the Receiver's acts defaults and remuneration**
- 7 4    **RBSIF may under the hand of any official or manager appoint an administrator of the Client**
- 7 5    **All or any of the powers conferred on a Receiver by Clause 8 may be exercised by RBSIF without first appointing a Receiver or notwithstanding any appointment**

- 7 6 **RBSIF will not be liable to account to the Client as mortgagee in possession for any money not actually received by RBSIF**
- 7 7 **Section 93(1) of the Law of Property Act 1925 will not apply to this deed**
- 7 8 **In addition to any lien or right to which RBSIF may be entitled by law RBSIF may from time to time without notice and both before and after demand set off the whole or any part of the Client's Obligations against any deposit or credit balance on any account of the Client with RBSIF (whether or not that deposit or balance is due to the Client)**
- 7 9 **Despite any term to the contrary in relation to any deposit or credit balance on any account of the Client with RBSIF that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Client before all the Client's Obligations have been discharged but RBSIF may without prejudice to this deed permit the Client to make withdrawals from time to time**
- 7 10 **RBSIF may exchange or convert to the Required Currency any currency held or received**
- 7 11 **If RBSIF believes that any representation made by the Client to RBSIF is materially untrue or that the Client has breached or might be about to breach any undertaking or covenant given to RBSIF or any part of the Client's Obligations is not paid to RBSIF when due then RBSIF may request that the Client appoint a firm of accountants to investigate and report to RBSIF on the financial affairs of the Client**
- 7 12 **If RBSIF makes a request under Clause 7 11 the Client will within 7 days (or such longer period as RBSIF may allow) appoint a firm of accountants approved by RBSIF on terms of reference approved by RBSIF to carry out such investigation and make such report and the Client will be solely responsible for the fees and expenses of such firm of accountants RBSIF may pay the amount of such fees and expenses on behalf of the Client and the Client will reimburse RBSIF such amount on demand**
- 7 13 **RBSIF may apply to any account of the Client with RBSIF (whether in credit or debit or whether such account may go into debit as a result) any amount which the Client is liable to pay or reimburse to RBSIF under this deed**
- 7 14 **RBSIF may give to any person any information about the Client this deed or any associated security in connection with any proposed transfer of any relevant finance facility or security or this deed**
- 7 15 **RBSIF may allow any person to take over any of its rights and duties under this deed and any associated security**
- 7 16 **This deed may be enforced against the Client without RBSIF first having recourse to any other right remedy guarantee or security held by or available to it**

#### **Receivers**

- 8 1 **Any Receiver appointed by RBSIF will be a Receiver and Manager and will (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally**
- 8 1 1 **To take possession of and generally manage the Property and any business of the Client**
- 8 1 2 **To carry out on any freehold or leasehold property of the Client any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment**
- 8 1 3 **To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land**
- 8 1 4 **To sell lease surrender or accept surrenders of leases charge or otherwise deal with or dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the land**

- 8 1 5 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Client
- 8 1 6 To take continue or defend any proceedings and enter into any arrangement or compromise
- 8 1 7 To insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen
- 8 1 8 To call up any uncalled capital of the Client with all the powers conferred by the Articles of Association of the Client in relation to calls
- 8 1 9 To employ advisers consultants managers agents workmen and others
- 8 1 10 To purchase or acquire materials tools equipment goods or supplies
- 8 1 11 To borrow any money and secure the payment of any money in priority to the Client's Obligations for the purpose of the exercise of any of his powers
- 8 1 12 To do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property
- 8 2 A Receiver will apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

#### **Power of Attorney**

- 9 The Client irrevocably appoints RBSIF and any Receiver severally to be the Attorney of the Client (with full power of substitution and delegation) in the Client's name and on the Client's behalf and as the Client's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by RBSIF or any Receiver pursuant to this deed or the exercise of any of their powers

#### **Appropriation**

- 10 1 Subject to Clause 10 2 RBSIF may appropriate all payments received for the account of the Client in reduction of any part of the Client's Obligations as RBSIF decides
- 10 2 RBSIF may open a new account or accounts upon RBSIF receiving actual or constructive notice of any charge or interest affecting the Property Whether or not RBSIF opens any such account no payment received by RBSIF after receiving such notice will (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Client's Obligations outstanding at the time of receiving such notice

#### **Preservation of other Security and Rights and Further Assurance**

- 11 1 This deed is in addition to any other security present or future held by RBSIF for the Client's Obligations and will not merge with or prejudice such other security or any contractual or legal rights of RBSIF
- 11 2 The Client will at its own cost at RBSIF's request execute any deed or document and take any action required by RBSIF to perfect enhance or facilitate the realisation of this security or further to secure on the Property the Client's Obligations
- 11 3 The Obligations of the Client under this deed will not be affected by any act or omission which but for this deed would reduce release or prejudice any of its Obligations under this deed (without limitation and whether or not known to it or to RBSIF) including
  - 11 3 1 any extension of time waiver or consent granted to or composition with the Client or other person
  - 11 3 2 the taking variation compromise exchange renewal or release of or refusal or neglect to perfect take up or enforce any rights against or security over assets of the Client or any other person or any



failure to comply with any requirement of any instrument or any failure to realise the full value of any security

- 11 3 3 **any** incapacity or lack of power authority or legal personality of or dissolution or change in the members or status of the Client or any other person
- 11 3 4 **any** amendment novation supplement extension restatement or replacement of the Debt Purchase Agreement or any other document or security including without limitation any change in the purpose of any extension or increase in any facility or the addition of any new facility under the Debt Purchase Agreement or other document or security
- 11 3 5 **any** unenforceability illegality or invalidity of any obligation of any person under the Debt Purchase Agreement or any other document or security
- 11 3 6 **any** insolvency administration or similar proceedings of the Client or any other person

#### **Certificate of the Client's Obligations**

- 12 A certificate signed by an official or manager of RBSIF as to the cause existence or amount of the Client's Obligations or the amount due from the Client under this deed will be conclusive evidence save in the case of manifest error or on any question of law

#### **Notices**

- 13 1 **Any** notice or demand by RBSIF may be served personally on any director or the secretary of the Client or a member of Client that is a limited liability partnership or may be sent by post or fax or delivered to the Client at the Client's address or fax number last known to RBSIF
- 13 2 A notice or demand by RBSIF served personally will be deemed served at the actual time of delivery
- 13 3 A notice or demand by RBSIF by post will be deemed served on the Business Day after posting
- 13 4 A notice or demand sent by RBSIF by fax (i) during RBSIF's working hours on a Business Day will be deemed served on the day of sending (ii) at any other time will be deemed served on the next following Business Day

"Business Day" means any day other than a Saturday or Sunday on which banks are generally open for business in London

#### **Reinstatement**

- 14 **Where** any discharge (whether in respect of the Obligations of the Client or any security for those Obligations or otherwise) is made in whole or in part or any arrangement is made in reliance on any payment security or other disposition which is avoided or must be restored on insolvency or otherwise the Client's Obligations under this deed will continue as if the discharge or arrangement had not occurred RBSIF may concede or compromise any claim that a payment security or other disposition is liable to avoidance or restoration

#### **Law and jurisdiction**

- 15 1 The laws of England and Wales govern this deed and any non-contractual obligations arising in relation to it
- 15 2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim relating to this deed (including non-contractual disputes or claims) and that a judgment in any proceedings in connection with this deed in those courts will be conclusive and binding on the parties and may be enforced against the parties in the courts of any other jurisdiction

#### **Interpretation**

- 16 1 The expression "RBSIF" where the context admits include its respective successors in title and assignees

- 16.2 **Interest** will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as RBSIF may select
- 16.3 **References** to the "**Property**" include any part of it
- 16.4 **References** to freehold and leasehold property include all covenants and rights affecting or concerning the same
- 16.5 **References** to the "**Debt Purchase Agreement**" include that agreement as amended supplemented replaced or novated from time to time
- 16.6 **Each** of the provisions of this deed will be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions will not in any way be affected
- 16.7 **Notwithstanding** the signature of RBSIF this document is executed by the Client as a deed and is delivered and takes effect as a deed on the date written below

**IN WITNESS** of which this Deed has been duly executed and delivered on the date specified below

Dated 3 July 2015

Executed as a deed by )  
**Ineos Enterprises Group Limited** )  
acting by a director in the presence of ) Director

*2 Budl*

Signature of witness

Name

Address *INEOS COMPOUNDS AULCLIFFE LTD*  
*NEWTON AULCLIFFE DLS 62A.*

Executed as a deed by )  
**RBS Invoice Finance Limited** acting by a )  
director in the presence of ) Director

Signature of witness

Name

Address