



Registration of a Charge

Company name: **INEOS EUROPEAN HOLDINGS LIMITED**

Company number: **05310700**



X6JQM3C

Received for Electronic Filing: **16/11/2017**

Details of Charge

Date of creation: **03/11/2017**

Charge code: **0531 0700 0051**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **N/A**

Contains fixed charge(s).

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: 5310700

Charge code: 0531 0700 0051

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd November 2017 and created by INEOS EUROPEAN HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th November 2017 .

Given at Companies House, Cardiff on 16th November 2017

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

CONFIRMATION OF SECURITY

THIS CONFIRMATION OF SECURITY is made on 3 November, 2017

BY: INEOS EUROPEAN HOLDINGS LIMITED

WHEREAS:

- A. Reference is made to the credit agreement dated as of 27 April 2012, as amended and restated on May 8, 2013 ("**Amendment No. 1**"), as further amended and restated on February 21, 2014, as further amended on November 24, 2014 ("**Amendment No. 3**"), as further amended on March 31, 2015 by Joinder Agreement No. 1 ("**Joinder No. 1**"), and as further amended on June 5, 2015 ("**Amendment No. 4**") and as further amended on February 28, 2017 by a joinder and amendment agreement ("**Amendment No. 5**") (as the same may have been amended, supplemented or otherwise modified prior to the date hereof, the "**Senior Facilities Agreement**") made between, amongst others, INEOS US Finance LLC and INEOS Finance plc, as Borrowers, Barclays Bank PLC, as Administrative Agent and Security Agent and the Lenders referred to therein.
- B. Reference is made to an intercreditor deed dated May 12, 2010, as amended and restated by a first amendment deed on December 23, 2010, as further amended by a second amendment deed dated February 18, 2011, as supplemented by a third amendment deed dated February 6, 2012, as further amended and restated by a fourth amendment deed dated May 4, 2012, as further amended and restated by a fifth amendment deed dated May 8, 2013, as further amended and restated by a sixth amendment deed dated July 8, 2014, as further amended by a seventh amendment deed dated May 5, 2015 (the "**Seventh Amendment Deed**") and as further amended and restated by an eighth amendment deed dated January 5, 2017 (as the same may have been amended, supplemented or otherwise modified prior to the date hereof, the "**Intercreditor Deed**") made between, amongst others, INEOS Holdings Limited and Barclays Bank PLC.
- C. The undersigned Obligor is party to a second amended and restated Ontario law security agreement in respect of certain bank accounts dated May 29, 2012 with Barclays Bank PLC (the "**Security Document**").
- D. In connection with Amendment No. 1, Amendment No. 3, Joinder No. 1, and Amendment No. 4, and Amendment No. 5 the undersigned Obligor previously confirmed that the Security Interests (as defined in the Security Document) created by the Security Document extend to the Obligor's liabilities and obligations under the Senior Facilities Agreement as amended by Amendment No. 1, Amendment No. 3, Joinder No. 1, Amendment No. 4 and Amendment No. 5 and that the Security Document continues in full force and effect pursuant to (i) a supplemental agreement dated June 5, 2013; (ii) a confirmation of security dated November 24, 2014; (iii) a confirmation of security dated March 31, 2015; (iv) a confirmation of security dated June 5, 2015; and (v) a confirmation of security dated February 28, 2017.

- E. In connection with the Seventh Amendment Deed, the undersigned Obligor previously confirmed that the Security Interests (as defined in the Security Documents) created by the Security Documents extend to its liabilities and obligations under the Intercreditor Deed as amended by the Seventh Amendment Deed and that the Security Documents continue in full force and effect pursuant to a confirmation of security dated May 27, 2015.
- F. The Senior Facilities Agreement has been amended by way of a joinder and amendment and restatement agreement to the Senior Facilities Agreement dated November 3, 2017 (the “**SFA Amendment**”).
- G. The Intercreditor Deed has been amended and restated by way of an Amendment Deed No. 9 to the Intercreditor Deed dated November 3, 2017 (the “**Ninth Amendment Deed**”).
- H. INEOS Finance plc as issuer and others have entered into a note purchase agreement dated October 25, 2017 (the “**Purchase Agreement**”) pursuant to which certain senior secured notes are to be issued (the “**Senior Secured Notes**”), an accession agreement in respect of the Purchase Agreement dated November 3, 2017 (the “**Purchase Accession Agreement**”) and an indenture dated November 3, 2017 (the “**Indenture**”, together with the Purchase Accession Agreement and Purchase Agreement the “**Senior Secured Notes Documents**”).
- I. Pursuant to Section 2 of Part 1, Schedule I (*Documentary Conditions Precedent*) to the SFA Amendment, the undersigned Obligor is required to provide this Confirmation of Security with respect to the Senior Facilities Agreement as amended by the SFA Amendment (the “**Amended SFA**”).

NOW IT IS HEREBY AGREED:

- 1. In this Confirmation of Security words and expressions defined in the Amended SFA shall, unless otherwise indicated or defined herein, have the same meaning when used herein.
- 2. This Confirmation of Security constitutes a Senior Finance Document for the purposes of the Amended SFA.
- 3. The undersigned Obligor hereby represents, warrants and confirms to and for the benefit of each Secured Party (as defined in the Security Document), on the date hereof that:
 - (a) the Security Interests created by the Security Document extend to its liabilities and obligations under the Amended SFA (including any new liabilities or obligations which might be incurred as a consequence of the amendments to the Senior Facilities Agreement effected by the SFA Amendment) and in respect of the Senior Secured Notes issued pursuant to the Purchase Agreement, and that its obligations arising under or in connection with the SFA Amendment and the

Senior Secured Notes Documents to which it is a party constitute obligations secured under the Security Document;

- (b) the Security Document and the Security Interests created or conferred thereunder continue in full force and effect in accordance with their terms, notwithstanding the SFA Amendment and the amendments to the SFA effected thereby or the Ninth Amendment Deed and the amendments to the Intercreditor Deed effected thereby;
 - (c) all references to the “Senior Facilities Agreement” or similar references to the Senior Facilities Agreement in the Security Document shall include, mean and be a reference to the Amended SFA without any further action being required by the parties thereto; and
 - (d) all references to the “Intercreditor Deed” or similar references to the Intercreditor Deed in the Security Document shall include, mean and be a reference to the Intercreditor Deed as amended by the Ninth Intercreditor Deed without any further action being required by the parties thereto.
4. Clauses 16 (*Communication*) and 24 (*Governing Law; Attornment*) of the Security Document shall be deemed incorporated *mutatis mutandis* in this Confirmation of Security as if set out herein.
5. Delivery of an executed signature page to this Confirmation of Security by the undersigned Obligor by facsimile or other electronic form of transmission shall be as effective as delivery of a manually executed copy of this Confirmation of Security by the undersigned Obligor.

[Signature on the next following page]

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IN WITNESS whereof this Confirmation of Security has been duly executed on the date first written above.

INEOS EUROPEAN HOLDINGS LIMITED

By: 
Name: _____
Title: Michael Llewellyn
Attorney