



Registration of a Charge

Company name: **INEOS EUROPEAN HOLDINGS LIMITED**

Company number: **05310700**



X48SCEKJ

Received for Electronic Filing: **03/06/2015**

Details of Charge

Date of creation: **27/05/2015**

Charge code: **0531 0700 0045**

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: 5310700

Charge code: 0531 0700 0045

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th May 2015 and created by INEOS EUROPEAN HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd June 2015 .

Given at Companies House, Cardiff on 4th June 2015

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 27 MAY, 2015

BY: INEOS EUROPEAN HOLDINGS LIMITED

WHEREAS:

- A. 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 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.
- B. The Intercreditor Deed has been amended by way of Amendment Deed No. 7 to the Intercreditor Agreement dated May 5, 2015 (the "**Seventh Amendment Deed**").
- C. INEOS US Finance LLC and, amongst others, INEOS Finance plc and Barclays Bank PLC entered into a credit agreement dated as of 27 April 2012, as amended and restated on May 8, 2013, as further amended and restated on February 21, 2014, as further amended and restated on November 24, 2014 and as further amended by Joinder Agreement No. 1 on March 31, 2015 (as the same may have been amended, supplemented or otherwise modified prior to the date hereof, the "**Senior Facilities Agreement**").
- D. INEOS Finance plc as issuer and others have entered into a note purchase agreement dated April 23, 2015 (the "**Purchase Agreement**") pursuant to which certain senior secured notes are to be issued (the "**Senior Secured Notes**").
- E. The undersigned Obligor is party to a second amended and restated Ontario law security agreement in respect of certain bank accounts dated 29th May 2012 with Barclays Bank PLC (the "**Security Document**").
- F. Pursuant to Section 2, Part 2 of Schedule 3 (*Documentary Conditions Precedent*) to the Seventh Amendment Deed, the undersigned Obligors are required to provide this Confirmation of Security with respect to the Intercreditor Deed as amended by the Seventh Amendment Deed (the "**Amended Intercreditor Deed**").

NOW IT IS HEREBY AGREED:

- 1. In this Confirmation of Security words and expressions defined in the Amended Intercreditor Deed 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 Senior Facilities Agreement.
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 each Security Document to which it is a party extend to any new liabilities or obligations which might result as a consequence of the amendments to the Intercreditor Deed effected by the Seventh Amendment Deed (including the liabilities and obligations in respect of the Senior Secured Notes issued pursuant to the Purchase Agreement), and that its obligations arising under or in connection with the Seventh Amendment Deed and each Security Document to which it is a party constitute obligations secured under each Security Document to which it is a party;
 - (b) each Security Document to which it is a party and the Security Interests created or conferred thereunder continue in full force and effect in accordance with their terms, notwithstanding the Seventh Amendment Deed and the amendments to the Intercreditor Deed effected thereby; and
 - (c) all references to the "Intercreditor Deed" or similar references to the Intercreditor Deed in each Security Document to which it is a party shall include, mean and be a reference to the Amended 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]

S-1

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

INEOS EUROPEAN HOLDINGS LIMITED

By: _____

Name: *Yasir Ali*

Title: *Attorney*

Ontario Confirmation of Security