



Registration of a Charge

Company name: **INEOS EUROPEAN HOLDINGS LIMITED**

Company number: **05310700**



X84KX688

Received for Electronic Filing: **01/05/2019**

Details of Charge

Date of creation: **24/04/2019**

Charge code: **0531 0700 0056**

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 0056

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th April 2019 and created by INEOS EUROPEAN HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st May 2019 .

Given at Companies House, Cardiff on 2nd May 2019

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 24 April, 2019

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**"), as further amended on February 28, 2017 by a joinder and amendment agreement ("**Amendment No. 5**") and as further amended and restated on November 3, 2017 by a joinder and amendment and restatement agreement ("**Joinder No. 2**") (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, as further amended and restated by an eighth amendment deed dated January 5, 2017, as further amended and restated by a ninth amendment deed dated November 3, 2017 and as further amended and restated by a tenth amendment deed dated March 22, 2019 (the "**Tenth Amendment Deed**") (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. Reference is made to an assignable loan agreement (*Schuldschiendarflehensevertrag*), dated March 22, 2019 (the "**Assignable Loan Agreement**") made between, amongst others INEOS Finance plc, INEOS Luxembourg I S.A. and Wilmington Trust SP Services (Frankfurt) GmbH, and a guarantee dated March 22, 2019 entered into in connection with the Assignable Loan Agreement by the undersigned Obligors and Deutsche Bank Aktiengesellschaft (the "**Schuldschein Guarantee**").
- D. 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**").

- E. In connection with Amendment No. 1, Amendment No. 3, Joinder No. 1, and Amendment No. 4, Amendment No. 5 and Joinder No. 2 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, Amendment No. 5 and Joinder No. 2 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; (v) a confirmation of security dated February 28, 2017 and (vi) a confirmation of security dated November 3, 2017.
- F. In connection with the Tenth 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 Tenth Amendment Deed, the Assignable Loan Agreement and the Schuldschein Guarantee and that the Security Documents continue in full force and effect pursuant to a confirmation of security dated March 22, 2019.
- F. The Intercreditor Deed has been amended by way of an Amendment Deed No. 11 to the Intercreditor Deed dated April 24, 2019 (the "**Eleventh Amendment Deed**").
- G. INEOS Finance plc as issuer and others have entered into a note purchase agreement dated April 8, 2019 (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 April 24, 2019 (the "**Purchase Accession Agreement**") and an indenture dated April 24, 2019 (the "**Indenture**", together with the Purchase Accession Agreement and Purchase Agreement the "**Senior Secured Notes Documents**").
- H. Pursuant to Section 2 of Part 1, Schedule 2 (*Senior Security – Twelfth Effective Date Security Documents*) to the Eleventh Amendment Deed, the undersigned Obligor is required to provide this Confirmation of Security with respect to the Intercreditor Deed as amended by the Eleventh Amendment Deed (the "**Amended Intercreditor Deed**").

NOW IT IS HEREBY AGREED:

- 1. In this Confirmation of Security words and expressions defined in the Senior Facilities Agreement 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 the Security Document continue to extend to its liabilities and obligations under the Senior Facilities Agreement (including any new liabilities or obligations which might be incurred as a consequence of the amendments to the Intercreditor Deed effected by the Eleventh Amendment Deed) and extend to its liabilities and obligations under the Senior Secured Notes issued pursuant to the Purchase Agreement, and that its obligations arising under or in connection with the Amended Intercreditor Deed 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 any amendments to the Senior Facilities Agreement effected by the Eleventh Amendment Deed or the amendments to the Intercreditor Deed effected thereby;
 - (c) 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 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]

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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: Nathan Moore

Title: Authorized Signatory