



Registration of a Charge

Company Name: **INOVYN GROUP TREASURY LIMITED**

Company Number: **06179953**



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

XBZYC1PL

Details of Charge

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

Charge code: **0617 9953 0035**

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: 6179953

Charge code: 0617 9953 0035

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th March 2023 and created by INOVYN GROUP TREASURY 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

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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	
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INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	

Account Holder	Bank	Sort code/account number/IBAN
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	
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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	
INEOS INOVYN Limited	Barclays Bank PLC Manchester	
INEOS INOVYN 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


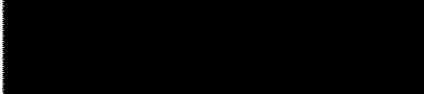
Address:

Hawkslea, Chapel Lane
Lyndhurst SO43 7FG

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

its attorney director
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

EXECUTED as a DEED by
INEOS ACETYLS UK LIMITED acting
by

its attorney Graeme Leask
in the presence of:

) INEOS ACETYLS UK LIMITED by its
) attorney director

) 


) 

Signature of witness:

Name (IN BLOCK CAPITALS):

NATHAN MOORE


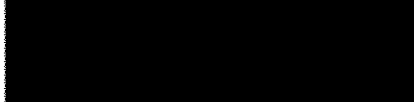
Address:


Hawkshead, Chapel Lane
Lundhurst 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

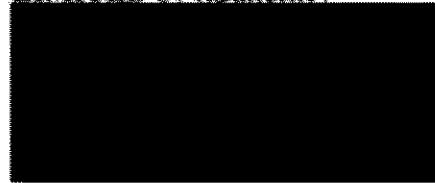
NATHAN MOORE

Hawkslea, Chapel Lane
Lindhurst SO43 7FG

EXECUTED as a DEED by
INEOS ACETYL INVESTMENTS
LIMITED acting by

its attorney Graeme Leask
in the presence of:

) INEOS ACETYL INVESTMENTS
) 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
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
)
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)
)



Signature of witness:

Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:

Hawkshead, Chapel Lane
Lindhurst SO43 7FG

EXECUTED as a DEED by
INEOS ACETYLS AMERICAS
LIMITED acting by

its attorney Graeme Leask
in the presence of:

) INEOS ACETYLS AMERICAS
) LIMITED by its attorney

) 

) 

Signature of witness:

Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:

Hawksieace, 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

) [Redacted Signature]

SM pp
amends
14.03.23

) [Redacted Signature]

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
Londhurst SO43 7FG

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

[illegible]

Name (IN BLOCK CAPITALS):

NATHAN MOORE

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

[Redacted signature block]

Signature of witness:

[Redacted signature block]

Name (IN BLOCK CAPITALS):

NATHAN MOORE

Address:

Hawksley, Chapel Lane
Londhurst 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:

Hawkshead, Chapel Lane
Lindhurst SO43 7FG

its attorney Graeme Leask
in the presence of:

[illegible][illegible]

NATHAN MOORE

Address:

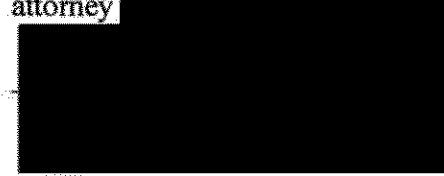
Hawkshead, Chapel Lane
Londhurst, SO43 7FG

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

INOVYN NEWCO 2 LIMITED acting
by

its attorney Graeme Leask
in the presence of:

INOVYN NEWCO 2 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 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

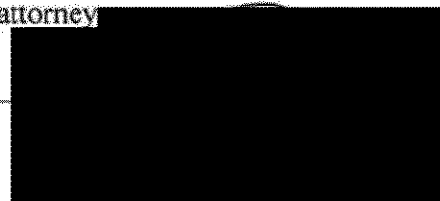
Address:

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

Signature of witness:

Name (IN BLOCK CAPITALS):

Address:

) INEOS QUATTRO FINANCE 1 PLC

) by its attorney director

)  SM PP
amend

14.03.23

) 

NATHAN MOORE

Hawksley, Chapel Lane
Londhurst SO43 7FG

SM pp.
amends
14.03.23

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

its attorney Græme Leable
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

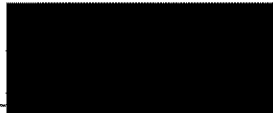
THE SECURITY AGENT

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