

# Registration of a Charge

Company Name: INEOS ACETYLS UK LIMITED

Company Number: 09925357

Received for filing in Electronic Format on the: 08/06/2022

#### ADSIC/ VIIC

### **Details of Charge**

Date of creation: **07/06/2022** 

Charge code: **0992 5357 0006** 

Persons entitled: INEOS STYROLUTION RECEIVABLES FINANCE DAC

Brief description:

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: REED SMITH LLP



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9925357

Charge code: 0992 5357 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th June 2022 and created by INEOS ACETYLS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th June 2022.

Given at Companies House, Cardiff on 10th June 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





### DEPOSIT ACCOUNT CONTROL AGREEMENT

DEPOSIT ACCOUNT CONTROL AGREEMENT, dated as of June 7, 2022 (this "Agreement"), among INEOS Acetyls UK Ltd. (the "Lien Grantor"), INEOS Styrolution Group GmbH (the "Servicer"), INEOS Styrolution Receivables Finance DAC (the "Secured Party"), and Citibank, N.A. (the "Depositary Bank"). All references herein to the "UCC" refer to the Uniform Commercial Code as in effect from time to time in the State of New York. Terms defined in the UCC have the same meanings when used herein.

### WITNESSETH:

WHEREAS, the Lien Grantor is the Depositary Bank's customer with respect to the Accounts (as defined below);

WHEREAS, the Accounts are subject to the Depositary Bank's standard terms and conditions as in effect from time to time;

WHEREAS, pursuant to the terms hereof, the Lien Grantor grants to the Secured Party a security interest in all such Lien Grantor's right, title and interest in the Account and the proceeds deposited therein; and

WHEREAS, the Lien Grantor and the Secured Party are requesting that the Depositary Bank enter into this Agreement, and the Depositary Bank has agreed to do so pursuant to the terms set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Establishment of Accounts. The Depositary Bank confirms that:

- (a) the Depositary Bank has established the account(s) set forth on <u>Schedule I</u> attached hereto in the name of the Lien Grantor (such account(s) and any successor account(s), the "**Accounts**"); and
- (b) each Account is a "deposit account" as defined in Section 9-102(a)(29) of the UCC.

Section 2. Grant of Security Interest. The Lien Grantor hereby grants to the Secured Party a security interest in all of the Lien Grantor's right, title and interest in the Account and all proceeds deposited therein from time to time, which security interest shall secure the Lien Grantor's obligations under that certain U.K. Receivables Purchase Agreement, dated as of June 29, 2021 (as amended, restated or otherwise modified or supplemented from time to time), among, inter alia, INEOS Styrolution Receivables Finance DAC, as purchaser, the Lien Grantor, as seller, Law Debenture Corporate Services Limited, as facility agent, The Law Debenture Trust Corporation P.L.C., as security trustee, and the Servicer, as seller agent and master servicer, and the other agreements entered into in connection thereto (the "Transaction Lien").

Section 3. Instruction. The Depositary Bank agrees to comply with an instruction originated by the Secured Party pursuant to Section 9 directing the disposition of funds in the Accounts without further consent by the Lien Grantor, the Servicer, or any other person. The parties acknowledge and agree that the Secured Party shall not originate more than, and the Depositary Bank shall only be required to comply with, one disposition instruction from the Secured Party with respect to the disposition of funds from the Accounts. The Secured Party acknowledges and agrees that the Depositary Bank's obligation under this Section 3 is subject to the Depositary Bank's standard policies, procedures, and documentation including, without limitation, the following conditions: (a) the Secured Party shall have executed and delivered to the Depositary Bank any form or agreement that the Depositary Bank requires for the disposition instruction, (b) the Secured Party shall have provided to the Depositary Bank information or forms reasonably requested by the Depositary Bank as to the authority of the person giving the disposition instruction to act for the Secured Party, and (c) the Depositary Bank's obligation to verify the identity of the Secured Party in accordance with the Depositary Bank's Anti-Money Laundering risk management processes and applicable regulations and guidance. Notwithstanding the foregoing, in no circumstances will the disposition of funds under this Section 3 require the consent of the Lien Grantor or the Servicer.

### Section 4. Subordination of Lien and Set-off.

- (a) Except for amounts referred to in Section 4(b), the Depositary Bank subordinates any security interest, lien, or right to make deductions or set-offs that it may now have or hereafter acquire in or with respect to the Accounts to the Transaction Lien.
- (b) Notwithstanding Section 4(a), the Depositary Bank may charge or set off the Accounts for:
  - (i) all amounts due to it in respect of its fees and expenses (including, without limitation, reasonable fees and disbursements of counsel) for (A) the routine maintenance and operation of the Accounts and (B) the administration of the Accounts following the delivery of a Notice of Exclusive Control (as defined below);
  - (ii) any adjustments or corrections of any posting or encoding errors;
  - (iii) the face amount of any checks, electronic credits, or other items that have been credited to the Accounts but at any time are subsequently returned, reversed, unpaid, or otherwise uncollected, for any reason whatsoever;
  - (iv) any automated clearing house transaction initiated by the Depositary Bank, as originating depositary institution, on behalf of the Lien Grantor, as originator, or any exposure resulting from cash management activities; and
  - (v) amounts arising in connection with the indemnification obligations described in Section 14.

Section 5. Choice of Law; Submission to Jurisdiction; Waiver of Jury Trial.

- (a) This Agreement shall be construed in accordance with and governed by the laws of the State of New York without regard to conflicts of law provisions. The State of New York shall be deemed to be the Depositary Bank's jurisdiction for purposes of the UCC (including, without limitation, Section 9-304 thereof).
- (b) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan, City, County, and State of New York, for any proceedings commenced regarding this Agreement. Each party irrevocably submits to the jurisdiction of such courts for the determination of all issues in such proceedings and irrevocably waives any objection to venue or inconvenient forum for any proceeding brought in any such court.
- (c) Jury Trial Waiver. THE PARTIES HERETO HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT).

Section 6. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion hereof) and any other agreement between the Depositary Bank and the Lien Grantor or the Servicer with respect to the Accounts, whether now existing or hereafter entered into, the terms of this Agreement shall prevail.

Section 7. Amendments. No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all the parties hereto.

Section 8. Notice of Adverse Claims. Each of the Lien Grantor and the Servicer represents and warrants to the Secured Party and the Depositary Bank that it has not assigned or granted a security interest in any of the Accounts or any check or other funds deposited in any of the Accounts to any person other than the Secured Party in connection with the Transaction Lien. Except for the claims and interests of the Secured Party and the Lien Grantor, the Depositary Bank does not know of any claim to, or interest in, the Accounts. If the Depositary Bank receives written notice from any person asserting any lien, encumbrance, or adverse claim (including any writ, garnishment, judgment, attachment, execution, or similar process) against any one or more of the Accounts, the Depositary Bank will, to the extent legally permissible, promptly notify the Secured Party, the Servicer and the Lien Grantor thereof.

Section 9. Lien Grantor Instructions; Notice of Exclusive Control. So long as the Depositary Bank has not received a Notice of Exclusive Control, the Depositary Bank may comply with instructions of the Lien Grantor or any duly authorized agent of the Lien Grantor in respect of the Accounts. After the Depositary Bank receives a written

notice from the Secured Party that it is exercising exclusive control over the Accounts in the form of Exhibit A attached hereto (a "Notice of Exclusive Control"), the Depositary Bank shall comply only with the instruction of the Secured Party and will cease complying with instructions of the Lien Grantor or any of its agents. Notwithstanding the agreements in Section 3 and this Section 9, the Depositary Bank will not be liable to any other party for failing to follow the disbursement instruction originated by the Secured Party (a) that the Depositary Bank determines would result in the Depositary Bank's failing to comply with a writ, levy, order, judgment, decree, injunction, garnishment, statute, rule, regulation, restraining notice or other judicial or regulatory legal process or order binding on the Depositary Bank or (b) for which the Depositary Bank has not received evidence reasonably required by the Depositary Bank as to the authority of the person giving the disposition instruction to act for the Secured Party.

Section 10. Representations, Warranties, and Covenants of the Depositary Bank. The Depositary Bank makes the following representations, warranties, and covenants:

- (a) The Accounts have been established as set forth in Section 1 and will be maintained in the manner set forth herein until this Agreement is terminated. The Depositary Bank will not change the name or account number of any of the Accounts without prior written notice to the Secured Party.
- (b) This Agreement is a valid and binding agreement of the Depositary Bank.
- (c) The Depositary Bank has not entered into, and until the termination of this Agreement will not enter into, any agreement with any person (other than the Secured Party and the Lien Grantor) relating to the Accounts pursuant to which it has agreed, or will agree, to comply with any instructions of such person. The Depositary Bank has not entered into any other agreement with the Lien Grantor, the Servicer or the Secured Party purporting to limit or condition the obligation of the Depositary Bank to comply with the instruction as agreed in Section 3 and Section 9.

### Section 11. Successors and Transferees.

- (a) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns. Except as provided in Section 11(b), a voluntary transfer of a party's rights or duties under this Agreement without the written consent of the other parties will be void.
- (b) The Depositary Bank may transfer or assign its rights and duties under this Agreement to an affiliate, subsidiary, or successor in interest, by contract or operation of law, without the consent of the Lien Grantor or the Secured Party, and will promptly provide notice thereof to the other parties.

Section 12. Notices. Each notice, request or other communication given to any party hereunder shall be in writing (which term includes facsimile or other electronic transmission) and shall be effective (a) when delivered to such party at its address

specified below or when delivery by such party is refused, (b) when sent to such party by facsimile or other electronic transmission, addressed to it at its facsimile number or electronic address specified below, and such party sends back an electronic confirmation of receipt, or (c) ten (10) days after being sent to such party by certified or registered United States mail, return receipt requested, addressed to it at its address specified below, with first class or airmail postage prepaid:

Lien Grantor: INEOS Acetyls UK Ltd.

Salt End Chemicals Park, Salt End Lane, Hull, HU12 8DS,

United Kingdom

Attention: Robert Lightowlers

Email:

INSTY.corporate.finance@ineos.com

Servicer: INEOS Styrolution Group GmbH

Mainzer Landstr. 50 60325 Frankfurt/Main

Germany

Attention: Dirk Arhelger

Email:

INSTY corporate finance @ineos.com

Secured Party: INEOS Styrolution Receivables Finance DAC

3rd Floor, Kilmore House, Park Lane, Spencer Dock,

Dublin 1, Ireland

Attention: The Directors Fax: 353 (1) 614.6250

Email: ireland@tmf-group.com

Depositary Bank: Citibank, N.A.

388 Greenwich Street, 31st Floor

New York, NY 10013

**USA** 

Attention: Raymond Cui

Email:

with a copy to:

Citibank Account Services Operations

One Penns Way

Ops 2/2

New Castle, DE 19720

Attention: DACA Service Team Email: Daca.serviceteam@citi.com Any party may change its address, facsimile number, and/or e-mail address for purposes of this Section by giving notice of such change to the other parties in the manner specified above.

Section 13. Termination. The rights and powers granted herein to the Secured Party have been granted in order to perfect the Transaction Lien, are powers coupled with an interest and will not be affected by any bankruptcy of the Lien Grantor or any lapse of time. This Agreement may be terminated (a) by the Secured Party at any time by notice to the other parties in the form of <a href="Exhibit B">Exhibit B</a> attached hereto or (b) by the Depositary Bank (i) upon thirty (30) days' notice to the other parties or (ii) immediately if the Depositary Bank becomes obligated to terminate this Agreement or to close the Accounts under any statute, regulation, court order, or legal process binding on the Depositary Bank or as otherwise required by law. Upon the effective date of termination by either the Secured Party or the Depositary Bank, the obligations of the Depositary Bank hereunder with respect to the operation and maintenance of the Accounts shall terminate, and the Secured Party shall have no further right to originate the instruction concerning the Accounts. Notwithstanding any other provision of this Agreement, the obligations of the Lien Grantor, the Servicer and the Secured Party pursuant to Section 14 shall survive the termination of this Agreement.

Section 14. Indemnity; Depositary Bank's Responsibility. The Lien Grantor, the Servicer and the Secured Party, jointly and severally, agree to indemnify, defend, and hold harmless the Depositary Bank against any loss, liability, or expense (including reasonable fees and disbursements of counsel) incurred in connection with this Agreement, including any action taken by the Depositary Bank pursuant to the instruction of the Secured Party, except to the extent due to the gross negligence or willful misconduct of the Depositary Bank as determined by a final non-appealable judgment of a court of competent jurisdiction. Each of the Lien Grantor and the Servicer confirms and agrees that the Depositary Bank shall not have any liability to the Lien Grantor for wrongful dishonor of any checks or other items as a result of the instruction of the Secured Party. In no event shall the Depositary Bank have liability for any indirect, consequential, special, punitive, or other such losses, even if the Depositary Bank has been notified of the likelihood of such damages. Following the delivery of a Notice of Exclusive Control, the Servicer and the Secured Party agree to reimburse the Depositary Bank for any amount listed in Section 4(b) which remains unpaid by the Lien Grantor for a period of fifteen (15) days from the date of a demand made by the Depositary Bank or in the event that the Depositary Bank is enjoined, stayed, or prohibited from making a demand. The Depositary Bank shall have no duty to inquire or determine whether the obligations of the Lien Grantor to the Secured Party are in default or whether the Secured Party is entitled to give the instruction related to the Accounts. Notwithstanding anything to the contrary contained in Section 3, the Depositary Bank is fully entitled to rely upon the instruction from the Secured Party without further inquiry into the identity, authority, or right of the person issuing such instruction. Notwithstanding anything to the contrary in this Agreement, the Depositary Bank shall be permitted to comply with any writ, levy, order, judgment, decree, injunction, garnishment, statute, rule, regulation, restraining notice, or other judicial or regulatory order or legal process concerning the Accounts or any check or withdrawal and shall not be in violation of this Agreement for acting thereon. The

Depositary Bank will make reasonable efforts to notify the Secured Party and the Lien Grantor in writing prior to acting on any writ, levy, order, judgment, decree, injunction, garnishment, statute, rule, regulation, restraining notice, or other judicial or regulatory order or legal process to the extent permitted by law.

Section 15. No Implied Waiver. No failure or delay by the Depositary Bank or the Secured Party in exercising any right or power hereunder shall operate as a waiver thereof. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by the party waiving such right, and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion.

Section 16. Non-Petition and Limited Recourse in Favor of the Secured Party. Each party to this Agreement agrees that:

- (a) it will not initiate against, or join any other person in initiating against, the Secured Party in any case, proceeding or other action or petition:
  - (i) seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, examination, liquidation, dissolution, court protection, composition, declaration or other similar relief with respect to it or any of its debts; or
  - (ii) seeking the appointment of a liquidator, examiner, custodian or other similar official for it or for all or any substantial part of its assets.

so long as there shall not have elapsed two (2) years plus one (1) day since all indebtedness, liabilities and obligations of the Secured Party owed to each person under the securitization transaction documents entered into by the Secured Party (the "Transaction Documents") have been reduced to zero by payment in full in cash; and

(b) the obligations of the Secured Party under this Agreement are solely the corporate obligations of the Secured Party and shall be payable solely to the extent of funds which are received by the Secured Party pursuant to the Transaction Documents and available for such payment in accordance with the terms of the Transaction Documents and, to the extent funds are not available to pay such obligations, the claims relating thereto shall not constitute a claim against the Secured Party.

Section 17. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties to this Agreement may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. Each party hereto agrees that this Agreement may be electronically signed and to the extent any party electronically signs this Agreement, it is such party's intent to sign this Agreement and submit it electronically, thereby evidencing such party's intent to be bound by and comply with all terms and conditions of this Agreement, and that any electronic

signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If any party hereto electronically signs this Agreement, such party's decision to sign this Agreement electronically is voluntary. Each party hereto agrees that the words "sign" and "signature" and words of similar import in this Agreement shall be deemed to include electronic signatures and the storage of this Agreement in electronic form. Further, when "written," "writing" and words of similar import are used in this Agreement, they refer to both paper and electronic forms such as e-mails, faxes, digital images and copies, electronic notices capable of being stored and printed, and similar electronic versions. An electronically signed and stored Agreement shall have the same effect, validity and enforceability as a manually executed signature and paper Agreement, as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. § 7001 et seq.), the Electronic Signatures and Records Act of 1999 (NY State Technology Law § 301-309) and any successor legislation or other applicable state esignature law. Each party hereto acknowledges and agrees to the exclusive application of United States of America Federal Law and New York State Law with respect to the use of electronic signatures and electronic records, to use electronic signatures for the purpose of executing this Agreement and that electronic signatures shall be deemed to operate as an original signature for all such purposes.

Section 18. Entire Agreement; Severability. This Agreement, together with any schedules and exhibits hereto, constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, written or oral, with respect thereto. This Agreement shall apply only to the Accounts and shall not apply to any other accounts of the Lien Grantor now existing or hereafter created at the Depositary Bank except pursuant to an amendment to this Agreement executed by the parties pursuant to Section 7. In the event any term, provision, or obligation under this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining terms, provisions, or obligations, or of such term, provision, or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

{signatures appear on the following page}

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IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first set forth above.

INEOS ACETYLS UK LTD., as Lien Grantor
By:
INEOS STYROLUTION GROUP GMBH as Servicer
By:  Name: Dirk Arhelger  Title: Attorney-in-fact
INEOS STYROLUTION GROUP GMBH as Servicer
By: Name: Markowskieseler Title: Managing Director
INEOS STYROLUTION RECEIVABLES FINANCE DAC, as Secured Party
By:Name: Jane McCullough Title: Director
CITIBANK, N.A., as Depositary Bank
By: Name: Arun Sinha Title: Vice President

**IN WITNESS WHEREOF**, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first set forth above.

INEOS ACETYLS UK LTD., as Lien Grantor
By:Name:Title:
INEOS STYROLUTION GROUP GMBH, as Servicer
By: Name: Title:
INEOS STYROLUTION GROUP GMBH, as Servicer
By:
INEOS STYROLUTION RECEIVABLES FINANCE DAC, as Secured Party
By: Name: Title:
CITIBANK, N.A., as Depositary Bank
By:

### [Letterhead of Secured Party]

### Deposit Account Control Agreement

### Notice of Exclusive Control

[Date]

Citibank, N.A.
388 Greenwich Street, 31<sup>st</sup> Floor
New York, NY 10013
Attention: Raymond Cui
Email:

Re: Notice of Exclusive Control

### Ladies and Gentlemen:

As referenced in the Deposit Account Control Agreement, dated as of June 7, 2022, among INEOS Acetyls UK Ltd., us, and you (a copy of which is attached as <u>Annex A</u>), we notify you that we will hereafter exercise exclusive control over deposit account number(s) \_\_\_\_\_ ([collectively,] the "Account"). You are instructed not to accept any directions or instructions with respect to the Account from any person other than the undersigned unless otherwise ordered by a court of competent jurisdiction.

A copy of this notice is simultaneously provided to INEOS Acetyls UK Ltd.

[As an included disposition instruction, we direct you to send the funds in the Account to us by the method and at the address indicated below. We recognize that, as a condition to your complying with this disposition instruction and to the extent that we have not already done so, we must provide you with other information as reasonably required by you to complete the disposition instruction.]

Very truly yours,	
INEOS STYROLUTION REC FINANCE DAC	CEIVABLES
By: Name:	
Name: Title:	

cc: INEOS Acetyls UK Ltd., INEOS Styrolution Group GmbH DACA Service Team, Citibank Account Services Operations

# ANNEX A TO NOTICE OF EXCLUSIVE CONTROL

### **Deposit Account Control Agreement, dated as of June 7, 2022**

{see attached}

### [Letterhead of Secured Party]

### Deposit Account Control Agreement

### Notice of Termination

[Date]

Citibank, N.A	<b>A</b> .	
388 Greenwi	ch Stree	et, 31 <sup>st</sup> Floor
New York, N	Y 1001	3
Attention: Ra	ymond	Cui
Email:		
	Re:	Notice of Termination of Deposit Account Control Agreement
Account(s):		<del></del>
Ladies and G	entleme	en:
75	97	. The same of the state of the same of the

Reference is made to that certain Deposit Account Control Agreement, dated as of June 7, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Agreement"), among INEOS Acetyls UK Ltd., as the Lien Grantor, INEOS Styrolution Group GmbH, as the Servicer, INEOS Styrolution Receivables Finance DAC, as the Secured Party, and Citibank, N.A., as the Depositary Bank (a copy of which is attached hereto as Annex A). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement.

You, as the Depositary Bank, are hereby notified that pursuant to Section 12 of the Agreement, the Agreement is terminated with respect to the undersigned, and you have no further obligations to the undersigned thereunder. This notice terminates any obligations you may have to the undersigned with respect to the Accounts and any previous instructions the undersigned may have given to you are of no further force and effect.

Very truly yours,	
INEOS STYROLUTION RECEIVABLES FINANCE DAC	
By: Name:	_

cc: INEOS Acetyls UK Ltd., INEOS Styrolution Group GmbH DACA Service Team, Citibank Account Services Operations

# ANNEX A TO NOTICE OF TERMINATION

## **Deposit Account Control Agreement, dated as of June 7, 2022**

{see attached}

### Schedule I

### Effective as of June 7, 2022

### **ACCOUNTS**

### Account Number

### Account Type

Demand Deposit Account

INEOS ACETYLS UK LTD, BELGIAN BRANCH, as Lien Grantor

**INEOS STYROLUTION** RECEIVABLES FINANCE DAC, as Secured Party

By:

Name: Graeme Leaskez...

Title: Director

By:

Name: Jane McCullough

Title: Director

**INEOS STYROLUTION GROUP** 

GMBH, as Servicer INEOS STYROLUTION GROUP GMBH,

as Servicer

By:

Name: Dirk Arhelger

Title: Attorney-in-fact

By:

Name: Markus Fieseler

Title: Managing Director