



Registration of a Charge

Company Name: **INOVYN EUROPE LIMITED**

Company Number: **10398354**



XA3S006Y

Received for filing in Electronic Format on the: **04/05/2021**

Details of Charge

Date of creation: **29/04/2021**

Charge code: **1039 8354 0005**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED (AS SECURITY AGENT)**

Brief description: **NOT APPLICABLE**

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: **JESS DONNELLAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10398354

Charge code: 1039 8354 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th April 2021 and created by INOVYN EUROPE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2021 .

Given at Companies House, Cardiff on 5th May 2021

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**

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with section 859A of the Companies Act 2006 is a correct copy of the original security instrument.

Signature: Jess Donnellan
Name: Jess Donnellan
Title: Solicitor
Date: 30 April 2021

Execution Version

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED (this “**Deed**”) is made on 29 April 2021

BETWEEN:

- (1) **INEOS Quattro Financing Limited** (formerly INEOS Styrolution Financing Limited), a company incorporated in England and Wales with registered number 09922303 (the “**Company**”);
- (2) The **New Chargors** (as listed in Schedule 1); and
- (3) **HSBC Corporate Trustee Company (UK) Limited**, as security agent for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

This Deed is supplemental to a debenture originally dated 28 July 2020 between, amongst others, the Company, the Chargors named therein and HSBC Corporate Trustee Company (UK) Limited (as successor security agent to Barclays Bank PLC), as security agent, as previously supplemented pursuant to a supplemental debenture dated 5 January 2021 and as further supplemented pursuant to a supplemental debenture dated 29 January 2021 (the “**Debenture**”), save for any amendments set out herein.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

“**Accounts**” means all present and future accounts opened or maintained by the New Chargors, including but not limited to the accounts set out in Schedule 3 (*Bank Accounts*) of this Deed (and any renewal or re-designation of such account(s)), in each case, together with the debt or debts represented thereby, but in each case excluding any Excluded Assets;

“**Assigned Agreements**” means the Intra-Group Documents and any other agreement designated as an Assigned Agreement by the Company (or the relevant New Chargors) and the Security Agent;

“**Charged Property**” means all the assets and undertakings of the New Chargors which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to this Deed;

“**Excluded Intra-Group Documents**” means any document or agreement providing for a loan or other type of financial accommodation between any of the New Chargors and another member of the Group which is due or to be repaid or otherwise discharged within thirty (30) days of the making thereof;

“**Intra-Group Documents**” means any document or agreement providing for a loan or other type of financial accommodation by any of the New Chargors to another member of the Group and/or any other document or agreement providing for the payment by any member of the

Group to any of the New Chargors of an amount greater than EUR 200,000 (or equivalent amount in other currencies), but in each case excluding any Excluded Intra-Group Documents;

“Investments” means all present and future stock, share, debenture, loan stock, securities, bonds, warrants, coupons, commercial paper, certificates of deposits, options, warrants, interest in any investment fund or investment scheme and any other comparable investment (including all warrants, options and any other rights to subscribe for, convert into or otherwise acquire these investments), including but not limited to the investments, if any, specified in Schedule 2 (*Shares and Investments*) (including, unless the context otherwise requires, the Shares), in each case whether owned directly by or to the order of the New Chargors or by any trustee, fiduciary, nominee or clearance system on its behalf (including all rights against any such trustee, fiduciary, nominee or clearance system), but in each case excluding any Excluded Assets;

“Other Debts” means all present and future book debts and other debts and monetary claims (other than Trading Receivables) owing to the New Chargors, but in each case excluding any Excluded Assets;

“Property” means all present and future freehold property, with a value equal to or greater than EUR 20,000,000 (or equivalent amount in other currencies), from time to time owned by any New Chargors, including, but not limited to the property, if any, specified in Schedule 4 (*Properties*), and shall include:

- (a) the proceeds of sale of all or any part of such property;
- (b) all present and future rights under any agreement for the sale or lending or leasing of such property;
- (c) all present and future rights, benefits, claims, contracts, warranties, privileges, warranties, covenants, indemnities, easements, appurtenances and licences relating to such property;
- (d) all present and future money received by or payable to any such New Chargor in respect of such property; and
- (e) all buildings, fixtures and fittings, plant and machinery from time to time on such property;

“Restricted Property” means each of the properties set out in Part B of Schedule 4 (*Properties*);

“Shares” means all present and future shares owned by the New Chargors in each of their respective Subsidiaries that are themselves New Chargors incorporated in the United Kingdom, including but not limited to the shares specified in Schedule 2 (*Shares and Investments*), but in each case excluding any Excluded Assets; and

“Trading Receivables” means all present and future book and other debts arising in the ordinary course of trading owing to the New Chargors, but in each case excluding any Excluded Assets.

Unless otherwise defined in this Deed, terms defined in the Debuture shall have the same meaning when used in this Deed, save that references in those terms to “Chargor” or “Chargors” will be deemed to be references to the “New Chargors”.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Declaration of Trust*) of the 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. ACCESSION OF NEW CHARGORS

2.1 Accession

The New Chargors each agree to be a Chargor for the purposes of the Debenture with immediate effect and agree to be bound by all of the terms of the Debenture as if they had originally been a party to it as a Chargor.

2.2 Covenant to pay

The New Chargors as primary obligors covenant with the Security Agent (for the benefit of itself and the other Secured Parties) that they will on demand pay the Secured Obligations when they fall due for payment.

2.3 Specific Security

The New Chargors, as continuing security for the payment of the Secured Obligations, charge in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by them or in which they have an interest:

- (a) by way of first legal mortgage all Property now belonging to or vested in it; and
- (b) by way of first fixed charge but in each case excluding any Excluded Assets:
 - (i) all other interests not effectively charged under Clause 2.3 (a) 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) its goodwill and uncalled capital; and
 - (vii) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights and interests in (and proceeds and claims under) the Assigned Agreements,

and include, in respect of each of the above charged assets, (as appropriate), the benefit of all licences, consents and agreements held by the New Chargors 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.

2.4 Security Assignment

As further security for the payment of the Secured Obligations, the New Chargors assign absolutely with full title guarantee to the Security Agent all their rights, title and interest, both present and future, from time to time in the Assigned Agreements, subject in each case to reassignment by the Security Agent to the relevant New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

2.5 Floating charge

- (a) As further security for the payment of the Secured Obligations, the New Chargors charge with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all their present and future assets, undertakings and rights, excluding any Excluded Assets not otherwise effectively charged by way of first fixed charge under Clause 2.3 (*Specific Security*) or assigned under Clause 2.4 (*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 2.5 (*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.

2.6 Property Restricting Charging

- (a) There shall be excluded from the charge created by Clause 2.3 (*Specific Security*) any Restricted Property held by any New 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 New 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 Clause 2.7(a), the relevant New 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 2.3 (*Specific Security*). If required by the Security Agent, at any time following receipt of that consent or certificate, the relevant New Chargor will forthwith execute a supplemental legal mortgage in such form as the Security Agent shall reasonably require, subject to the Security Principles.

3. NEGATIVE PLEDGE

The New Chargors may not:

- (a) create or agree to create or permit to subsist any Security over all or any part of the Charged Property under this Deed;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of Charged Property under this Deed (other than in respect of assets charged under Clause 2.5 (*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 under the terms of the Relevant Senior Secured Documents or with the prior written consent of the Security Agent.

4. REPRESENTATIONS AND UNDERTAKINGS

- (a) Schedule 4 (*Properties*) identifies all Property legally and beneficially owned by each New Chargor (as relevant) as at the date of this Deed. There are no proceedings, actions or circumstances relating to any of that Property which materially and adversely affect such Property's value or the relevant New Chargor's ability to use such Property for the purposes for which it is currently used.
- (b) Subject to the Security Principles, each New Chargor (as relevant) will notify the Security Agent if it intends to acquire any Property and will in any event notify the Security Agent promptly in writing of the actual acquisition by it of any such Property, and if required by the Security Agent, the relevant Chargor will promptly execute a supplemental legal mortgage in relation to such acquired real property in such form as the Security Agent shall reasonably require.
- (c) Subject to the Security Principles, each New Chargor (as relevant) will take all reasonable steps to keep all buildings, trade and other fixtures, plant, machinery and chattels from time to time forming part of its Property in repair in order to ensure the continuance of the effective operation of such New Chargor's business at the Property.
- (d) No New Chargor (as relevant) will grant any lease, tenancy, contractual licence or right to occupy in respect of the whole or any part of the Property or otherwise part with possession of the whole or any part of the Property without the prior written consent of the Security Agent (not to be unreasonably withheld or delayed), except as not prohibited by the Relevant Senior Secured Documents.
- (e) Each New Chargor (as relevant) will comply with all laws for the time being in force, notices, orders, directives, licences, consents, permissions and guidance given or made by any competent authority or governmental body which relate to the Property.
- (f) Subject to the Security Principles, each New Chargor (as relevant) will grant the Security Agent or its lawyers, following receipt of a reasonable request, all reasonable facilities within the power of the relevant New Chargor to enable the Security Agent or its lawyers to:
 - (i) carry out investigations of title to the Property; and
 - (ii) make such customary enquiries in relation to any part of the Property as a reasonably prudent mortgagee might carry out.

5. PROTECTION OF SECURITY

5.1 Title Documents

5.2 All deeds and documents necessary to show good and marketable title to a New Chargor's interest in the Property and which are in the possession or under the control of the relevant New Chargor will from the date of this deed be:

- (a) in possession of the Security Agent; or

- (b) held to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose.

5.3 The Land Registry

- (a) Subject to the Security Principles, each New Chargor shall apply to the Land Registrar for a restriction to be entered on the Register of Title in relation to all real property situated in England and Wales and charged by way of legal mortgage under this Deed (including any unregistered properties subject to compulsory first registration at the date of this Deed) on the prescribed Land Registry form and in the following or substantially similar terms:

“No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of the restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] 2021 in favour of [●] referred to in the charges register”.

- (b) Subject to the Security Principles, each New Chargor shall apply to the Land Registrar on the prescribed Land Registry form for a notice to be entered on the Register of Title in relation to real property situated in England and Wales and charged by way of legal mortgage under this Deed (including any unregistered properties subject to compulsory first registration at the date of this Deed) that there is an obligation to make further advances on the security of the registered charge.
- (c) If any New Chargor fails to make the applications set out in Clauses 5.2 (a) or (b) or if the Security Agent gives notice to any New Chargor that it will make such applications on its behalf, any such New Chargor irrevocably consents to the Security Agent making such application on its behalf and shall promptly provide the Security Agent with all information and fees which the Security Agent may reasonably request in connection with such application, subject to the Security Principles.

- 5.4 In respect of any of the real property mortgaged or charged under this Deed title to which is registered at the Land Registry, it is certified that the Security created by this Deed does not contravene any of the provisions of the articles of association of any relevant New Chargor.

6. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this Deed.
- (b) The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to “this Deed” and other similar expressions will be deemed to be references to the Debenture as supplemented by this Deed.

7. DESIGNATION AS A SENIOR SECURED DOCUMENT

This Deed is designated as a Senior Secured Document.

8. 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.

9. **NOTICES**

- 9.1 The New Chargors listed in this Clause 9.1 confirm that their address details for notices in relation to Clause 23 (*Notices*) of the Debenture are as provided below.

New Chargors: INEOS Aromatics Holdings Limited, INEOS Aromatics Limited, INEOS Acetyls (Korea) Limited, INEOS Acetyls Investments Limited, INEOS World-Wide Technical Services Limited, INEOS Acetyls Americas Limited, INEOS Acetyls International Limited

Address: Hawkslease, Chapel Lane, Lyndhurst, Hampshire, United Kingdom, SO43 7FG

Attention: The Company Secretary

- 9.2 The New Chargors listed in this Clause 9.2 confirm that their address details for notices in relation to Clause 23 (*Notices*) of the Debenture are as provided below.

New Chargors: INOVYN ChlorVinyls Holdings Limited, INOVYN ChlorVinyls Limited, INOVYN Enterprises Limited, INOVYN Europe Limited, INOVYN Finance PLC, INOVYN Group Treasury Limited, INOVYN Limited, INOVYN Newco 2 Limited, Kerling Newco 1 Limited, Kerling Newco 2 Limited

Address: Runcorn Site Hq South Parade, PO Box 9, Runcorn, Cheshire, United Kingdom, WA7 4JE

Attention: The Company Secretary

10. **GOVERNING LAW**

This Deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this Deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

IN WITNESS whereof this document has been duly executed as a deed and is delivered on the date first above written.

SCHEDULE 1
THE NEW CHARGORS

Name of New Chargor	Company number	Registered Address
INEOS Aromatics Holdings Limited	06226615	Hawkslease, Chapel Lane, Lyndhurst, United Kingdom, SO43 7FG
INEOS Aromatics Limited	06226624	Hawkslease, Chapel Lane, Lyndhurst, United Kingdom, SO43 7FG
INEOS Acetyls (Korea) Limited	02316280	Hawkslease, Chapel Lane, Lyndhurst, United Kingdom, SO43 7FG
INEOS Acetyls Investments Limited	00304682	Hawkslease, Chapel Lane, Lyndhurst, United Kingdom, SO43 7FG
INEOS World-Wide Technical Services Limited	00510676	Hawkslease, Chapel Lane, Lyndhurst, United Kingdom, SO43 7FG
INEOS Acetyls Americas Limited	03947697	Hawkslease, Chapel Lane, Lyndhurst, United Kingdom, SO43 7FG
INEOS Acetyls International Limited	12777775	Hawkslease, Chapel Lane, Lyndhurst, United Kingdom, SO43 7FG
INOVYN ChlorVinyls Holdings Limited	07085121	Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE
INOVYN ChlorVinyls Limited	04068812	Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE
INOVYN Enterprises Limited	04651437	Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE
INOVYN Europe Limited	10398354	Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE

<u>INOVYN Finance PLC</u>	<u>07027513</u>	<u>Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>INOVYN Group Treasury Limited</u>	<u>06179953</u>	<u>Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>INOVYN Limited</u>	<u>08696245</u>	<u>Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>INOVYN Newco 2 Limited</u>	<u>04772918</u>	<u>Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>Kerling Newco 1 Limited</u>	<u>09613152</u>	<u>Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>Kerling Newco 2 Limited</u>	<u>09613220</u>	<u>Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>

SCHEDULE 2

SHARES AND INVESTMENTS

Shares

Name of New Chargor which holds the shares	Name of company issuing shares	Number and class of shares
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 Newco 2 Limited	1,000 deferred shares of GBP 1
		2 ordinary shares of GBP 1
INOVYN Limited	INOVYN Finance plc	100,050,001 ordinary shares of £1 each
INOVYN Finance PLC	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 £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 non-participating 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.

BANK ACCOUNTS

[illegible]

Account Holder	Bank	Sort code/account number/IBAN
INOVYN Group Treasury Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INOVYN Group Treasury Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INOVYN Group Treasury Limited re INOVYN Trade Services	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	Sort code: REDACTED Account number: REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	Sort code: REDACTED Account number: REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	Sort code: REDACTED Account number: REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	Sort code: REDACTED Account number: REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	Sort code: REDACTED Account number: REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	Sort code: REDACTED Account number: REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	Sort code: REDACTED Account number: REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	Sort code: REDACTED Account number: REDACTED
INOVYN Group Treasury Limited re INOVYN Trade Services	ING Bank NV London	Sort code: REDACTED Account number: REDACTED

Account Holder	Bank	Sort code/account number/IBAN
INOVYN Group Treasury Limited re INOVYN Trade Services	ING Bank NV London	Sort code: REDACTED Account number: REDACTED
INOVYN Group Treasury Limited re INOVYN Trade Services	ING Bank NV London	Sort code: REDACTED Account number: REDACTED
INOVYN Group Treasury Limited re INOVYN Trade Services	ING Bank NV London	Sort code: REDACTED Account number: REDACTED
INOVYN Group Treasury Limited re INOVYN Trade Services	ING Bank NV London	Sort code: REDACTED Account number: REDACTED
INOVYN Group Treasury Limited re INOVYN Trade Services	ING Bank NV London	Sort code: REDACTED Account number: REDACTED
INOVYN Group Treasury Limited re INOVYN Trade Services	ING Bank NV London	Sort code: REDACTED Account number: REDACTED
INOVYN Group Treasury Limited re INOVYN Trade Services	ING Bank NV London	Sort code: REDACTED Account number: REDACTED
INOVYN Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INOVYN Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
Kerling NewCo 2 Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
Kerling NewCo 2 Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED

Account Holder	Bank	Sort code/account number/IBAN
Kerling NewCo 1 Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
Kerling NewCo 1 Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INOVYN Finance plc	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INOVYN Finance plc	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INOVYN Europe Limited	Barclays Bank PLC, Manchester	Sort Code: REDACTED Account Number: REDACTED
INOVYN Europe Limited	Barclays Bank PLC, Manchester	Sort Code: REDACTED Account Number: REDACTED
INOVYN Europe Limited	Barclays Bank PLC, Manchester	Sort Code: REDACTED Account Number: REDACTED
INOVYN Europe Limited	Barclays Bank PLC, Manchester	Sort Code: REDACTED Account Number: REDACTED
INOVYN Europe Limited	Barclays Bank PLC, Manchester	Sort Code: REDACTED Account Number: REDACTED
INOVYN Europe Limited	Barclays Bank PLC, Manchester	Sort Code: REDACTED Account Number: REDACTED
INOVYN ChlorVinyls Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INOVYN ChlorVinyls Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INOVYN ChlorVinyls Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED

Account Holder	Bank	Sort code/account number/IBAN
INOVYN ChlorVinyls Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INOVYN ChlorVinyls Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INOVYN ChlorVinyls Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INOVYN ChlorVinyls Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INOVYN ChlorVinyls Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INOVYN ChlorVinyls Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INOVYN Enterprises Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INOVYN Enterprises Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INOVYN Enterprises Limited	Barclays Bank PLC Manchester	Sort code: REDACTED Account number: REDACTED
INEOS Acetyls Investments Limited	Citibank NA, London Branch	[Sort code: REDACTED] Account number: REDACTED

SCHEDULE 4 Properties

Registered Land

Name of New 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 New 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

THE NEW CHARGORS

Graeme Leask as ~~Director~~/Attorney: _____

REDACTED

Name: JILL ELIZABETH LEASK

REDACTED

Notice Details

Address: Hawkslease, Chapel Lane, Lyndhurst, United Kingdom, SO43 7FG

Attention: The Company Secretary

REDACTED

TELETYPE

JILL ELIZABETH LEASK

REDACTED

TEACHER

Attention: The Company Secretary

EXECUTED as a DEED by
INEOS Acetyls (Korea) Limited acting by:

Graeme Leask as ~~Director~~ Attorney:

REDACTED

Witness: J. Leask

Name: JILL ELIZABETH LEASK

Address: REDACTED

Occupation: TEACHER

Notice Details

Address: Hawkslease, Chapel Lane, Lyndhurst, United Kingdom, SO43 7FG

Attention: The Company Secretary

EXECUTED as a DEED by
INEOS Acetyls Investments Limited acting by:

REDACTED

Graeme Leask as ~~Director~~ Attorney:

Witness: J.E. Leask

Name: JILL ELIZABETH LEASK

Address: REDACTED

Occupation: TEACHER

Notice Details

Address: Hawkslease, Chapel Lane, Lyndhurst, United Kingdom, SO43 7FG

Attention: The Company Secretary

EXECUTED as a DEED by
INEOS World-Wide Technical Services Limited acting by:

Graeme Leask as ~~Director~~/Attorney:

REDACTED

Witness: JE Leask

Name: JILL ELIZABETH LEASK

Address: REDACTED

Occupation: TEACHER

Notice Details

Address: Hawkslease, Chapel Lane, Lyndhurst, United Kingdom, SO43 7FG

Attention: The Company Secretary

EXECUTED as a DEED by
INEOS Acetyls Americas Limited acting by:

REDACTED

Graeme Leask as ~~Director~~ Attorney: _____

Witness: JE Leask

Name: JILL ELIZABETH LEASK

Address: REDACTED

Occupation: TEACHER

Notice Details

Address: Hawkslease, Chapel Lane, Lyndhurst, United Kingdom, SO43 7FG

Attention: The Company Secretary

EXECUTED as a DEED by
INEOS Acetyls International Limited acting by:

Graeme Leask as ~~Director~~/Attorney:

REDACTED

Witness: J E Leask

Name: JILL ELIZABETH LEASK

Address: REDACTED

Occupation: TEACHER

Notice Details

Address: Hawkslease, Chapel Lane, Lyndhurst, United Kingdom, SO43 7FG

Attention: The Company Secretary

EXECUTED as a DEED by
INOVYN ChlorVinyls Holdings Limited acting by:

Graeme Leask as ~~Director~~/Attorney:

REDACTED

Witness: J. E. Leask

Name: JILL ELIZABETH LEASK

Address: REDACTED

Occupation: TEACHER

Notice Details

Address: Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom
WA7 4JE

Attention: The Company Secretary

EXECUTED as a DEED by
INOVYN ChlorVinyls Limited acting by:

REDACTED

Graeme Leask as ~~Director~~ Attorney:

Witness: J. E. Leask

Name: JILL ELIZABETH LEASK

Address: REDACTED

Occupation: TEACHER

Notice Details

Address: Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom
WA7 4JE

Attention: The Company Secretary

EXECUTED as a DEED by
INOVYN Enterprises Limited acting by:

REDACTED

Graeme Leask as ~~Director~~ Attorney:

Witness: J. Leask

Name: JILL ELIZABETH LEASK

Address: REDACTED

Occupation: TEACHER

Notice Details

Address: Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom
WA7 4JE

Attention: The Company Secretary

EXECUTED as a DEED by
INOVYN Europe Limited acting by:

Graeme Leask as ~~Director~~ Attorney:

REDACTED

Witness: J E Leask

Name: JILL ELIZABETH LEASK

Address: REDACTED

Occupation: TEACHER

Notice Details

Address: Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom
WA7 4JE

Attention: The Company Secretary

EXECUTED as a DEED by
INOVYN Finance PLC acting by:

Graeme Leask as ~~Director~~ Attorney:

REDACTED

Witness: J. C. Leask

Name: JILL ELIZABETH LEASK

Address: **REDACTED**

Occupation: TEACHER

Notice Details

Address: Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom
WA7 4JE

Attention: The Company Secretary

EXECUTED as a DEED by
INOVYN Group Treasury Limited acting by:

Graeme Leask as Director/Attorney:

REDACTED

Witness:

J E Leask

Name:

JILL ELIZABETH LEASK

Address:

REDACTED

Occupation:

TEACHER

Notice Details

Address:

Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom
WA7 4JE

Attention:

The Company Secretary

EXECUTED as a DEED by
NOVYN Limited acting by:

Graeme Leask as ~~Director~~/Attorney:

REDACTED

Witness: J. Leask

Name: JILL ELIZABETH LEASK

Address: REDACTED

Occupation: TEACHER

Notice Details

Address: Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom
WA7 4JE

Attention: The Company Secretary

REDACTED

Witness: J. E. Hall

Name: JILL ELIZABETH LEASK

Address: REDACTED

Occupation: TEACHER

Address: Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom
WA7 4JE

Attention: The Company Secretary

REDACTED

REDACTED

J. E. Head

JILL ELIZABETH LEASK

REDACTED

TEACHER

Notice Details

Address: Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom
WA7 4JE

Attention: The Company Secretary

EXECUTED as a DEED by
Kerling Newco 2 Limited acting by:

Graeme Leask as ~~Director~~ Attorney:

REDACTED

Witness: J. E. Leask

Name: JILL ELIZABETH LEASK

Address: REDACTED

Occupation: TEACHER

Notice Details

Address: Runcorn Site Hq South Parade, PO BOX 9, Runcorn, Cheshire, United Kingdom
WA7 4JE

Attention: The Company Secretary

EXECUTED as a DEED by
INEOS Quattro Financing Limited acting by:

REDACTED

Witness: J. E. Leach

Name: JILL ELIZABETH LEASK

Address: _____ REDACTED

Occupation: TEACHER

THE SECURITY AGENT

EXECUTED as a DEED by

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

acting by:

REDACTED

Chloe Slattery

Authorised Signatory

as Authorised Signatory: _____

Address: Issuer Services, Level 22 Canada Square
London E14 5HQ

Attention: Issuer Services Trustee Administration

Email: ctla.trustee.admin@hsbc.com