

MG01

Particulars of a mortgage or charge



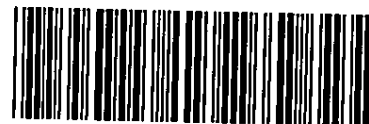
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A fee is payable with this form.
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☒ **What this form is NOT for**
You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



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22/12/2011

#395

COMPANIES HOUSE

For official use

1 Company details

Company number 0 4 1 7 8 3 7 1

Company name in full Innospec Widnes Limited (the **Chargor**)

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 01 04 2011

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A debenture (the **Charge**) dated 14 December 2011, between, amongst others,
the **Chargor** and Lloyds TSB Bank plc as security agent and trustee for the
Finance Parties (the **Security Agent**)

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All money, obligations and liabilities now or
hereafter due, owing or incurred to the Finance
Parties (or any of them) by each Obligor (other
than any U S Obligor, and, for the avoidance of
doubt, any U S Bilateral Borrower) under the
Finance Documents (or any of them) (including, for
the avoidance of doubt, any increase in the amount
of the Facility provided under any of them) in any
currency or currencies, whether present or future,
actual or contingent, whether incurred solely or
jointly with any other person and whether as
principal, guarantor or surety, together with all
interest accruing thereon and all costs, charges
and expenses incurred in connection therewith

Continuation page

Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name

The Security Agent for itself and the other Finance Parties

Address

25 Gresham Street,

London

Postcode

E C 2 V 7 H N

Name**Address****Postcode****6**

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

Please see attached continuation sheet

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

x Allen & Overy LLP x

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Rachael Scourfield

Company name Allen & Overy LLP

Address One Bishops Square

London

Post town

County/Region

Postcode E 1 6 A D

Country

DX

Telephone



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 NR Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. CREATION OF SECURITY

1.1 Fixed Charge

As continuing security for the payment and discharge of all the Indebtedness, the Chargor hereby charges in favour of the Security Agent (for the benefit of itself and the other Finance Parties and as trustee for the Finance Parties) with full title guarantee the following assets, both present and future, from time to time owned by the Chargor or in which the Chargor is from time to time interested

(a) by way of first legal mortgage all its estates or interests in the freehold and leasehold property specified in part 1 of schedule 2 (Details of the Premises) of the Charge and set out in Schedule 2 to these continuation sheets, together with all buildings and fixtures (including trade fixtures) at any time thereon and in the case of the Chargor, by way of first mortgage all of its estates or interest in the freehold and leasehold property specified in part 2 of schedule 2 (Details of the Premises) of the Charge, and set out at schedule 3 (Details of beneficial interest in the Premises) to these continuation sheets together with all buildings and fixtures (including trade fixtures) at any time thereon,

(b) by way of first fixed charge all other estates or interests (not being charged by paragraph (a) above) in any freehold or leasehold property now or subsequently owned by it, together with the buildings, fixtures (including trade fixtures and fittings) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all agreements relating to land,

(c) by way of first fixed charge all the Chargor's right, title and interest in and to all Tangible Moveable Property owned by it or in its possession,

(d) by way of first fixed charge all right, title and interest in and to the Subsidiary Shares (including those listed in schedule 3 (Subsidiary Shares) of the Charge) and set out at schedule 4 (Subsidiary shares) to these continuation sheets owned by it or held by any nominee on its behalf, together with all Distribution Rights accruing thereto, save that the Subsidiary Shares or Distribution Rights charged by way of fixed charge as security for the obligations of the US Obligor or US Bilateral Borrowers under the Finance Documents shall be those that carry, in aggregate, no more than 65% of the right to vote at a shareholders' meeting of the relevant Subsidiary if the charging of any of the foregoing having

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Short particulars of all the property mortgaged or charged

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Short particulars

the right to vote at a shareholders' meeting of that Subsidiary would cause or result in any deemed dividend to any U S Obligor or U.S Bilateral Borrower pursuant to the U S Internal Revenue Code of 1986 and the regulations promulgated and the judicial and administrative decisions rendered under it,

(e) by way of first fixed charge all right, title and interest in and to the Investments owned by it together with all Distribution Rights accruing thereto, such fixed charge to be without prejudice to the ability of the Chargor to dispose of Cash Equivalents in accordance with the Facility Agreement, save that the Investments or Distribution Rights charged by way of fixed charge as security for the obligations of the U S Obligors or U S Bilateral Borrowers under the Finance Documents shall be those that carry, in aggregate, no more than 65% of the right to vote at a shareholders' meeting of the relevant Subsidiary if the charging of any of the foregoing having the right to vote at a shareholders' meeting of that Subsidiary would cause or result in any deemed dividend to any U S Obligor or U S Bilateral Borrower pursuant to the U S Internal Revenue Code of 1986 and the regulations promulgated and the judicial and administrative decisions rendered under it,

(f) (to the extent not effectively assigned under clause 3 3 (Assignment by way of Security) of the Charge) by way of first fixed charge all rights and interests of that Chargor in and claims under all policies of insurance relating to Material Insurances and all proceeds thereof held by, or written in favour of, the Chargor or in which the Chargor is otherwise interested,

(g) by way of first fixed charge all its right, title and interest in and to book and other debts, revenues and monetary claims owed to it and all its rights and its claims against third parties (including, without limitation, other members of the Group) and against any Security or guarantee in respect of such debts, revenues or claims,

(h) by way of first fixed charge (subject to paragraph (b) of clause 8 4 (Collection of Book Debts) of the Charge) all its right, title and interest in, and all monies standing to the credit of, any and all Accounts (including without limitation each Cash Collateral Account and each Collection Account),

(i) by way of first fixed charge all right, title and interest in and to the Intellectual Property, and

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>(j) by way of first fixed charge all right, title and interest from time to time in and to its goodwill and rights in relation to its uncalled capital</p> <p>1.2 Floating Charge</p> <p>(a) As further continuing security for the payment and discharge of all the Indebtedness, the Chargor hereby charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Finance Parties and as trustee for the Finance Parties) by way of first floating charge all its assets and undertaking whatsoever and wheresoever both present and future not effectively charged by way of fixed charge pursuant to the provisions of clause 3 1 (Fixed Charges) of the Charge or not effectively assigned by way of a fixed Security pursuant to clause 3 3 (Assignment by way of Security) of the Charge, provided that such floating charge shall not extend to any insurances (or the proceeds thereof) taken out for the direct benefit of officers or employees of the Chargor, and provided that the Subsidiary Shares, Investments or Distribution Rights charged by way of floating charge as security for the obligations of the U S Obligors or U S Bilateral Borrowers under the Finance Documents shall be those that carry, in aggregate, no more than 65 % of the right to vote at a shareholders' meeting of the relevant Subsidiary if the charging of any of the foregoing having the right to vote at a shareholders' meeting of that Subsidiary would cause or result in any deemed dividend to any U S Obligor or U S Bilateral Borrower pursuant to the U S Internal Revenue Code of 1986 and the regulations promulgated and the judicial and administrative decisions rendered under it</p> <p>(b) The floating charge created by this clause 3 2 (Floating Charge) of the Charge is a "qualifying floating charge" for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986</p> <p>1.3 Assignment by way of Security</p> <p>As further continuing security for the payment and discharge of all the Indebtedness the Chargor assigns (to the fullest extent capable of assignment) in favour of the Security Agent (for the benefit of itself and the other Finance Parties and as trustee for the Finance Parties) with full title guarantee all its rights, title and interest in the Assigned Agreements provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Chargor re-assign the Assigned Agreements to the Chargor (or as it shall direct)</p>	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2. DEFINITIONS:

In this form MG01

Accession Letter means a document substantially in the form set out in schedule 6 (Form of Accession Letter) to the Facility Agreement

Account means any account opened or maintained by the Chargor with the Security Agent or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

Additional Borrower means a company which becomes an Additional Borrower in accordance with clause 25 (Changes to the Obligors) of the Facility Agreement

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with clause 25 (Changes to the Obligors) of the Facility Agreement

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company Notwithstanding the foregoing, in relation to The Royal Bank of Scotland plc, the term Affiliate shall not include

- (a) the UK government or any member or instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof), or
- (b) any persons or entities controlled by or under common control with the UK government or any member or instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited),

and which are not part of The Royal Bank of Scotland Group plc and its Subsidiaries

Alcor Chemie means Alcor Chemie Vertriebs GmbH, a company incorporated in Switzerland with registered number CH-170 4 002 974-7

Agent means Lloyds TSB Bank plc

Approved Lenders means any bank or financial institution

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Short particulars

- (a) which is listed on the list of approved banks agreed by the Agent from time to time and identified by the Agent as such list for the purposes of the Facility Agreement,
- (b) which has a long term credit rating assigned to it by Standard and Poor's of not less than A or A- by Fitch or A-3 by Moody's, or
- (c) approved in writing by the Majority Lenders, **provided that** such approval shall not be unreasonably withheld or delayed

Arranger means Barclays Corporate, Clydesdale Bank plc trading as Yorkshire Bank, Credit Suisse AG, The Royal Bank of Scotland plc acting as Agent for National Westminster Bank, Lloyds TSB Bank plc and Wells Fargo Bank N A

Assigned Agreements means the agreements (if any) specified in part 1 of schedule 3 (Assigned Agreements) of the Charge and set out at schedule 1 (Assigned Agreements) in these continuation sheets

Base Currency means dollars

Bilateral Bank means

- (a) any Original Bilateral Bank,
- (b) any Lender or Lenders, and
- (c) any Approved Lender which has acceded to the Facility Agreement as a Bilateral Bank,

and in the case of (b) and (c) above, in each case as selected as a Bilateral Bank by the Parent by notice to the Agent The Original Bilateral Banks are Bilateral Banks as at the date of the Facility Agreement

Bilateral Borrower means any Group Company to which a Bilateral Bank has provided a Bilateral Facility

Bilateral Facility means any of the following facilities (or a combination thereof) provided by a Bilateral Bank to any Group Company and identified by such Bilateral Bank and the Parent as a Bilateral Facility for the purpose of the Facility Agreement and confirmed by the Agent in writing to such Bilateral Bank and the Parent that such facility is a Bilateral Facility for the purpose of the Finance Documents

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) overdraft, cash pooling and similar facilities and spot and forward foreign exchange facilities, and</p> <p>(b) guarantee, bonding, documentary or demand letter of credit facilities</p> <p>The Agent hereby confirms by its signature to the Facility Agreement that the following are Bilateral Facilities at the date of the Facility Agreement</p> <ul style="list-style-type: none"> (i) the £4,500,000 sterling composite accounting facility made between Barclays Bank PLC and various Borrowers evidenced by a letter dated 1 July 2011, (ii) the \$8,600,000 United States dollar composite accounting facility made between Barclays Bank PLC and various Borrowers evidenced by a letter dated 1 July 2011, (iii) the €6,000,000 euro composite accounting facility made between Barclays Bank PLC and various Borrowers evidenced by a letter dated 1 July 2011, (iv) the \$3,500,000 bond/guarantee facility made between, among others, Barclays Bank PLC and Innospec Limited and evidenced by a letter dated 30 June 2011, (v) the \$5,000,000 bond issuance facility made between National Westminster Bank Plc and Innospec Limited evidenced by a letter dated 19 May 2009, (vi) the \$8,000,000 bond/guarantee and documentary credit facility made between Lloyds TSB Bank plc and Innospec Limited evidenced by a letter dated 18 May 2009, (vii) the \$1,000,000 bond/guarantee and documentary credit facility made between Credit Suisse AG and Alcor Chemie Vertriebs GmbH evidenced by an agreement dated on or around the date of the Facility Agreement, (viii) the sterling money market loan facility of up to £5,000,000 made by Barclays Bank PLC to Innospec Finance Limited dated 3 November 2009 <p>The Agent will confirm that any facility is a Bilateral Facility if it is satisfied that such facility falls within (a) or (b) above and that the provisions of paragraph (e) of clause 22 10 (<i>Indebtedness</i>) of the Facility</p>	

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Agreement are not breached as a result of such facility being confirmed as a Bilateral Facility

Bilateral Facility Documents means those documents relating to or evidencing the terms of any Bilateral Facility

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 25 (Changes to the Obligors) of the Facility Agreement

Cash Collateral Account means any Account that may from time to time be identified in writing as a Cash Collateral Account by the Security Agent and the Chargor

Cash Equivalents means

- (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United Kingdom Government or Swiss Government or issued by any agency of either such government and backed by the full faith and credit of the United Kingdom or Switzerland (as applicable), in each case maturing within one year from the date of acquisition thereof by a member of the Group,
- (b) commercial paper maturing no more than one year from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from Standard and Poor's Corporation or at least P-1 from Moody's Investors Service Inc ,
- (c) certificates of deposit or bankers' acceptances maturing within one year from the date of acquisition thereof issued by any bank having a rating of at least A-1 from Standard and Poor's Corporation or at least P-1 from Moody's Investors Service Inc ,
- (d) any investments in marketable direct obligations of the United States government (or any agency thereof) or in obligations fully and unconditionally guaranteed by the United States government (or any agency thereof), in each case maturing within one year from the date of acquisition thereof by a member of the Group, and
- (e) investments in money market funds which invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above

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Collection Account means any such specially designated account with the Security Agent or such other accounts with such other bank as the Security Agent may from time to time direct.

Commitment means

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading Commitment in part 2 of schedule 1 (The Original Parties) and the amount of any other Commitment transferred to it under the Facility Agreement, and
- (b) in relation to any other Lender, the amount in the Base Currency of any Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement

Debenture means each debenture entered into by each of the Original Obligors which is incorporated in England in favour of the Security Agent and dated on or about the date of the Facility Agreement and prior to first Utilisation

Distribution Rights means, in relation to an Investment or Subsidiary Share, all dividends, distributions and other income paid or payable on the relevant Investment or Subsidiary Share (as the case may be) together with all shares or other property derived from that Investment or Subsidiary Share (as the case may be) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus preference, option or otherwise)

English Share Pledge means the charge over shares in Innospec International Limited made by the Parent in favour of the Security Agent dated on or about the date of the Facility Agreement and prior to first Utilisation

Existing Hedging Agreement means each of the following hedging agreements

- (a) the \$15,000,000 interest rate swap between Lloyds TSB Bank plc and Innospec Finance with an effective date of 12 June 2009,
- (b) the \$10,000,000 interest rate swap transaction between Clydesdale Bank PLC trading as Yorkshire Bank and Innospec Finance with an effective date of 12 June 2009,

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Short particulars

- (c) the \$5,000,000 derivatives, commodity and foreign exchange facility made between Barclays Bank PLC and Innospec Developments and evidenced by a 1992 ISDA agreement dated 29 October 2001 as amended or amended and restated, as the case may be, from time to time,
- (d) the spot and forward foreign exchange facility made between Barclays Bank PLC and Innospec Finance evidenced by a letter dated 30 June 2011,
- (e) the spot and forward foreign exchange facility made between National Westminster Bank Plc and Innospec Finance put in place from time to time,
- (f) the \$15,000,000 derivatives, commodity trading and foreign exchange facility made between Clydesdale Bank PLC trading as Yorkshire Bank and Innospec Finance and evidenced by a 1992 ISDA agreement dated 13 July 2008 as amended or amended and restated as the case may be, from time to time and between Clydesdale Bank PLC trading as Yorkshire Bank and Innospec Finance and evidenced by a 1992 ISDA agreement dated 14 July 2006 as amended or amended and restated, as the case may be, from time to time and between Clydesdale Bank PLC trading as Yorkshire Bank and Innospec Finance and evidenced by a 1992 ISDA agreement dated 13 July 2006 as amended or amended and restated, as the case may be, from time to time, and
- (g) the £6,000,000 derivatives and £4,000,000 foreign exchange facility made between Lloyds TSB Bank plc and Innospec Finance and evidenced by an agreement dated 1 May 2008 as amended or amended and restated, as the case may be, from time to time

Facility Agreement means the multicurrency revolving facility agreement dated 14 December 2011 and made between, among others, Innospec Inc as Parent, the companies named therein as borrowers and guarantors, the financial institutions named therein as arrangers, the financial institutions named therein as lenders, and Lloyds TSB Bank plc as agent and security agent, as the same subsequently may be varied, amended, restated, modified, supplemented or replaced from time to time

Facility means the revolving loan facility made available under the Facility Agreement as described in of clause 2.1 (The Facilities) of the Facility Agreement.

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Fee Letter means any letter or letters between a Finance Party and an Obligor setting out fees payable to a Finance Party in connection with the Facility Agreement

Finance Document means the Facility Agreement, any Fee Letter, any Accession Letter, any Resignation Letter, any Transfer Certificate, any Security Document, any Hedging Agreement, any Bilateral Facility Document and any other document designated as such by the Agent and the Parent or the Agent and the Obligors' Agent

Finance Party means each of

- (a) the Agent,
- (b) the Security Agent,
- (c) the Arranger,
- (d) each Lender,
- (e) each Hedging Bank, and
- (f) each Bilateral Bank

Group means the Parent and its Subsidiaries for the time being

Group Company means a member of the Group

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 25 (Changes to the Obligors) of the Facility Agreement

Hedging Agreements means (a) any Existing Hedging Agreement and (b) any hedging agreement entered into by an Obligor with a Hedging Bank is permitted under clause 22 14 (Permitted Hedging Transactions) of the Facility Agreement and the provisions of subparagraph (a)(1) of clause 22 9 (Hedging Arrangements) of the Facility Agreement and which is secured by the Transaction Security

Hedging Bank means any Lender or Affiliate of a Lender which is an Original Hedging Bank, has acceded to the Facility Agreement or is a party to the Facility Agreement, in its capacity as provider of hedging under a Hedging Agreement, including under any Existing Hedging Agreement

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Short particulars	<p>Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary</p> <p>Innospec means Innospec Limited, a company incorporated in England with registered number 344359</p> <p>Innospec (Plant) means Innospec (Plant) Limited, a company incorporated in England with registered number 873396</p> <p>Innospec Alchemy means Innospec Alchemy (an unlimited company incorporated in England with registered number 04998182)</p> <p>Innospec Developments means Innospec Developments Limited (a company incorporated in England with registered number 3516662)</p> <p>Innospec Finance means Innospec Finance Limited (a company incorporated in England and Wales with registered number 5330706)</p> <p>Innospec Fuel means Innospec Fuel Specialties Limited (a company incorporated in England with registered number 3316334).</p> <p>Innospec GmbH means Innospec GmbH (a company incorporated in Switzerland with registered number CH-170 4 004 635-1)</p> <p>Innospec Trading means Innospec Trading Limited (a company incorporated in England with registered number 3516648)</p> <p>Insurances means the property damage and business interruption policy with Zurich Insurance plc dated 1 May 2011 to 30 April 2012</p> <p>Intellectual Property means the Intellectual Property Rights owned by members of the Group throughout the world or the interests of any member of the Group in any of the foregoing, together with the benefit of all agreements entered into or the benefit of which is enjoyed by any member of the Group relating to the use or exploitation of any of the aforementioned rights</p> <p>Intellectual Property Rights means all patents and patent applications, trade and service marks and trade and/or service mark applications (and all goodwill associated with such applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all trade secrets, know-how and all other intellectual property rights</p> <p>Investment means</p>	

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- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Subsidiary Shares),
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

Lender means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with clause 24 (Changes to the Finance Parties) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

Majority Lenders means, at any time

- (a) a Lender or Lenders whose Commitments in aggregate are equal to or greater than $66\frac{2}{3}\%$ of the Total Commitments at that time,
- (b) or, if the Total Commitments have been reduced to zero, a Lender or Lenders whose Commitments in aggregate were equal to or greater than $66\frac{2}{3}\%$ of the Total Commitments immediately prior to the reduction

Material Insurances means all insurance policies of the Group relating to property damage and business interruption

Obligors means each Borrower, each Guarantor, the Obligors' Agent and each other member of the Group which has undertaken (or in the future undertakes) obligations to any Finance Party pursuant to any Finance Document and **Obligor means** any of them

Obligors' Agent means Innospec Finance appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to clause 36 (Obligors' Agent)

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OboAdler Company means OboAdler Company Limited (a company incorporated in England with registered number 3760777)

Original Facilities Agreement means the US\$150,000,000 term and revolving facilities agreement dated 6 February 2009 between, among others, Innospec Inc and Lloyds TSB Bank plc (as agent and security agent)

Original Bilateral Banks means those parties set out in part 3 of schedule 1 of the Facility Agreement

Original Borrower means those parties set out in part 1 of schedule 1 of the Facility Agreement

Original Guarantor means those parties set out in part 1 of schedule 1 of the Facility Agreement

Original Hedging Bank means those parties set out in part 4 of schedule 1 of the Facility Agreement

Original Lender means those parties set out in part 2 of schedule 1 of the Facility Agreement

Original Obligor means an Original Borrower or an Original Guarantor

Parent means Innospec Inc

Party means a party to the Facility Agreement and includes its successors in title, permitted assigns and permitted transferees

Related Rights means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

Resignation Letter means a letter substantially in the form set out in schedule 7 (Form of Resignation Letter) to the Facility Agreement

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Security means a mortgage, charge, pledge, lien, hypothecation, right of set-off, security trust, assignment by way of security, reservation of title or other security interest securing any obligation of any person or any other agreement or arrangement (including, without limitation, a sale and repurchase agreement) having the commercial effect of conferring security

Security Agent means Lloyds TSB Bank plc

Security Documents means

- (a) the Debentures,
- (b) the U S Security Documents,
- (c) the Swiss Assignment Agreement,
- (d) the Swiss Share Pledges, and
- (e) the English Share Pledge,

together with any other document entered into by any member of the Group creating or expressed to create Security over all or any part of its assets in respect of the obligations of any of the Obligor under any of the Finance Documents

Subsidiary means

- (a) a subsidiary within the meaning of section 1159 of the Companies Act 2006, or
- (b) a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006, or
- (c) whether or not falling within paragraphs (a) or (b) above, in relation to any company or corporation, a company or corporation
 - (i) which is controlled, directly or indirectly, by the first mentioned company or corporation,
 - (ii) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation, or
 - (iii) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

Subsidiary Shares means all shares held by, to the order or on behalf of the Chargor in its Subsidiaries including, without limitation, all shares specified in schedule 3 (Subsidiary Shares) of the Charge

Swiss Assignment Agreement means the assignment agreement entered into by Alcor Chemie in favour of the Security Agent, acting in the name and for the account of the Finance Parties, dated on or about the date of the Facility Agreement and prior to first Utilisation

Swiss Obligor means an Obligor incorporated in Switzerland and/or having its registered office in Switzerland and/or qualifying as a Swiss resident pursuant to Art 9 of the Swiss Withholding Tax Act

Swiss Share Pledges means

- (a) the share pledge agreement dated on or about the date of the Facility Agreement and prior to first Utilisation between OBOAdler Company Limited as pledgor and the Security Agent, acting in the name and for the account of the Finance Parties, pursuant to which a share in Alcor Chemie is pledged by way of security to the Lenders (represented by the Security Agent),
- (b) the share pledge agreement dated on or about the date of the Facility Agreement and prior to first Utilisation between Innospec GmbH as pledgor and the Security Agent, acting in the name and for the account of the Finance Parties, pursuant to which a share in Alcor Chemie is pledged by way of security to the Lenders (represented by the Security Agent), and
- (c) the share pledge agreement dated on or about the date of the Facility Agreement and prior to first Utilisation between the Parent as pledgor and the Security Agent, acting in the name and for the account of the Finance Parties, pursuant to which all of the shares in Innospec GmbH are pledged by way of security to the Lenders (represented by the Security Agent)

Tangible Moveable Property means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargors' stock in trade or work in progress) and all Related Rights

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Total Commitments means the aggregate of the Commitments being \$100,000,000 at the date of the Facility Agreement

Transaction Security means the Security created or expressed to be created under the Security Documents

Transfer Certificate means

- (a) for a transfer by assignment, assumption and release, a certificate substantially in the form of part 1 of schedule 5 (Form of Transfer Certificates) of the Facility Agreement, and
- (b) for a transfer by novation, a certificate substantially in the form of part 2 of schedule 5 (Form of Transfer Certificate),

in each case with such amendments as the Agent may approve or reasonably require or any other form agreed between the Agent and the Obligors' Agent

U.S. or USA means the United States of America

U.S. Bilateral Borrower means (a) a Bilateral Borrower formed in the U S , or (b) a Bilateral Borrower that is not a Group Company as at the date of the Facility Agreement and is not formed in the U S but is treated, for U S federal income tax purposes, as a fiscally transparent branch or disregarded entity owned (directly or indirectly) by the Parent

U.S. Borrower means the Parent and Innospec Fuel Specialties LLC and any Additional Borrower which is a U S Guarantor

U.S. Guarantor means (a) a Guarantor formed in the U S , (b) Innospec International Limited, Innospec Developments Limited and Innospec GmbH, or (c) a Guarantor that is not an Obligor as at the date of the Facility Agreement and is not formed in the U S but is treated, for U S federal income tax purposes, as a fiscally transparent branch or partnership owned (directly or indirectly) by the Parent

U.S. Obligor means a U S Borrower or a U S Guarantor

U.S. Security Documents means each security agreement and pledge agreement governed by the laws of a State of the U S A entered into by each of the Original Obligors in favour of the Security Agent and dated on or about the date of the Facility Agreement and prior to first Utilisation

Utilisation means a utilisation of the Facility

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 1

ASSIGNED AGREEMENTS

- 1 The Hedging Agreements
- 2 The Insurances
- 3 Innospec Developments Loan Agreement

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<div><p>SCHEDULE 2</p><p>DETAILS OF THE PREMISES</p><p>None</p></div>	

MG01 - continuation page
Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 3

DETAILS OF BENEFICIAL INTEREST IN THE PREMISES

None

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<div data-bbox="743 506 1050 604"><p>SCHEDULE 4 SUBSIDIARY SHARES</p></div> <div data-bbox="400 636 469 667"><p>None</p></div>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4178371
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 14
DECEMBER 2011 AND CREATED BY INNOSPEC WIDNES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR (OTHER THAN ANY U.S. OBLIGOR,
AND, FOR THE AVOIDANCE OF DOUBT, ANY U.S. BILATERAL
BORROWER) TO THE FINANCE PARTIES (OR ANY OF THEM)
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 22 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 DECEMBER
2011

