



**Registration of a Charge**

Company Name: **INEOS ACETYLS INVESTMENTS LIMITED**

Company Number: **00304682**



XBZY9QNN

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

**Details of Charge**

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

Charge code: **0030 4682 0004**

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

Brief description: **N/A**

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MARK WALKER**



# **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 304682

Charge code: 0030 4682 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th March 2023 and created by INEOS ACETYLS INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th March 2023 .

Given at Companies House, Cardiff on 27th March 2023

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



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

14 March 2023

**INEOS ACETYLS INVESTMENTS LIMITED**  
(as the Supplemental Chargor)

and

**HSBC CORPORATE TRUSTEE COMPANY (UK)  
LIMITED**  
(as the Security Agent)

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**SUPPLEMENTAL SHARE CHARGE**

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**LATHAM & WATKINS**

18th Floor, One Exchange Square  
8 Connaught Place, Central  
Hong Kong  
Tel: +852.2912.2500

[www.lw.com](http://www.lw.com)

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THIS SUPPLEMENTAL SHARE CHARGE is made on 14 March 2023

BETWEEN:

- (1) **INEOS ACETYL INVESTMENTS LIMITED**, a company incorporated in England and Wales with registered number 00304682 and having its registered office at Hawkslease, Chapel Lane, Lyndhurst, Hampshire, England SO43 7FG (the “**Supplemental Chargor**”); and
- (2) **HSBC Corporate Trustee Company (UK) Limited**, as the security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITALS:

This Deed is supplemental to a share charge originally dated 29 April 2021 between the Supplemental Chargor and the Security Agent (the “**Existing Share Charge**”).

IT IS AGREED AS FOLLOWS:

**1. INTERPRETATION**

**1.1 Definitions**

Unless otherwise defined in this Deed, terms defined in the Existing Share Charge shall have the same meaning when used in this Deed but as if references in those terms to “the Chargor” will be deemed to be references to the Supplemental Chargor. In addition, the following terms shall have the following meaning when used in this Deed and the Existing Share Charge:

“**Secured Parties**” means the Senior Secured Creditors and any Receiver.

“**Trust Property**” means:

- (a) the Security created or evidenced or expressed to be created or evidenced under or pursuant to any of the Senior Secured Documents (being the “**Transaction Security**”), and expressed to be granted in favour of the Security Agent as trustee for the Secured Parties and all proceeds of that Transaction Security;
- (b) all obligations expressed to be undertaken by a Debtor to pay amounts in respect of its liabilities to the Security Agent as trustee for the Secured Parties and secured by the Transaction Security together with all representations and warranties expressed to be given by a Debtor in favour of the Security Agent as trustee for the Secured Parties;
- (c) the Security Agent’s interest in any trust fund created pursuant to any turnover of receipt provisions in any Senior Secured Documents; and
- (d) any other amounts or property, whether rights, entitlements, choses in action or otherwise, actual or contingent, which the Security Agent is required by the terms of the Senior Secured Documents to hold as trustee on trust for the Secured Parties.

## **1.2 Construction**

The provisions of clauses 1.2 (*Construction*) to 1.4 (*Third Party Rights*) inclusive of the Existing Share Charge will be deemed to be set out in full in this Deed, but as if references in those clauses to the “Deed” and other similar expressions were references to this Deed.

## **1.3 Declaration of trust**

- (a) The Security Agent hereby accepts its appointment as agent and trustee by the Secured Parties and declares (and the Supplemental Chargor hereby acknowledges) that the Trust Property is held by the Security Agent as a trustee for and on behalf of the Secured Parties on the basis of the duties, obligations and responsibilities set out in the Relevant Senior Secured Documents and the Intercreditor Agreement.
- (b) In performing its duties, obligations and responsibilities, the Security Agent shall be considered to be acting only in a mechanical and administrative capacity or as expressly provided in this Deed and the other Senior Secured Documents. It is expressly acknowledged and agreed that the Security Agent does not have trust powers under the laws of the United States or any state and is acting under this Deed solely in its capacity as Security Agent for the Secured Parties.
- (c) In acting as trustee for the Secured Parties under this Deed, the Security Agent shall be regarded as acting through its trustee division which shall be treated as a separate entity from any other of its divisions or departments. Any information received by some other division or department of the Security Agent may be treated as confidential and shall not be regarded as having been given to the Security Agent’s trustee division.

## **2. AMENDMENT OF EXISTING SHARE CHARGE**

The Supplemental Chargor and the Security Agent agrees that with effect on and from the date of this Deed:

- (a) all references to “Senior Secured Creditors” in the Existing Share Charge shall be replaced with “Secured Parties”; and
- (b) all references to the Existing Share Charge in this Deed and the other Debt Documents shall mean the Existing Share Charge as amended and/or supplemented by this Deed.

## **3. COVENANT TO PAY**

### **3.1 Payment of Liabilities**

The Supplemental Chargor, as primary obligor, covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay the Senior Secured Obligations in accordance with the Debt Documents.

### **3.2 Proportionate Payment**

Each sum appropriated by the Security Agent in accordance with the Senior Secured Documents in or towards payment of a particular part of the Senior Secured Obligations shall to the extent of that appropriation discharge the Supplemental Chargor's obligations in respect of that part of the Senior Secured Obligations both to any Secured Party to which the same is owed, and to the Security Agent.

## **4. CHARGING PROVISIONS**

### **4.1 Specific Security**

The Supplemental Chargor, as continuing security for the payment of the Senior Secured Obligations, charges in favour of the Security Agent by way of fixed charge (ranking junior only to the fixed charges created by the Existing Share Charge) and with full title guarantee (subject to the Security created pursuant to the Existing Share Charge) all of the Shares, both present and future, from time to time, owned by it or in which it has an interest, and all corresponding Related Rights.

### **4.2 Ranking**

Where this Supplemental Share Charge purports to create Security, that Security will be a junior ranking security interest, subject to the security interests created by the Existing Share Charge until such time as the security interest created by the Existing Share Charge ceases to have effect.

## **5. NEGATIVE PLEDGE**

The Supplemental Chargor shall not create or permit to subsist any Lien over any Charged Asset, nor do anything, except as not prohibited under the terms of the Relevant Senior Secured Documents or with the prior written consent of the Security Agent.

## **6. INCORPORATION OF TERMS FROM THE EXISTING SHARE CHARGE**

### **6.1 Incorporation of terms**

The provisions of clause 4 (*Further Assurance*) and clause 6 (*Representations and Warranties*) to Clause 25 (*Miscellaneous*) inclusive of the Existing Share Charge shall be deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, but as if references in those clauses to:

- (a) "this Deed" and other similar expressions were a reference to this Deed;
- (b) "Chargor" was a reference to the Supplemental Chargor under this Deed; and
- (c) "Charged Assets" (including references to relevant specific assets within the Charged Assets), was a reference to the assets charged under this Deed.

## **6.2 Representations and Warranties**

The representations and warranties made in clause 6 (*Representations and Warranties*) of the Existing Share Charge and incorporated by reference into this Deed shall be made on the date hereof by reference to the facts and circumstances then existing.

## **7. THE EXISTING SHARE CHARGE**

The Existing Share Charge shall remain in full force and effect as amended and supplemented by this Deed and the Existing Share Charge and this Deed shall be read and construed as one instrument.

## **8. DESIGNATION**

This Deed is designated as a Senior Secured Document for the purposes of the Intercreditor Agreement.

## **9. ACKNOWLEDGEMENT BY THE SECURITY AGENT**

The Security Agent acknowledges and confirms that:

- (a) the creation of any Security pursuant to (and the compliance by the Supplemental Chargor with the terms of) this Deed does not and will not constitute a breach of any representation, warranty or undertaking in the Existing Share Charge;
- (b) the performance of, and compliance with, any undertaking, requirement or obligation by the Supplemental Chargor under this Deed constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the Existing Share Charge; and
- (c) the performance of, and compliance with, any undertaking, requirement or obligation by the Supplemental Chargor under the Existing Share Charge will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by the Supplemental Chargor under this Deed.

## **10. GOVERNING LAW AND JURISDICTION**

- (a) This Deed shall be governed by and construed in accordance with the laws of Hong Kong.
- (b) Subject to paragraph (c) below, the Parties agree that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a “**Dispute**”). The Parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Deed shall limit the right of the Secured Parties to bring any legal action against the Supplemental Chargor in any other court of competent jurisdiction.



**IN WITNESS** whereof this Supplemental Share Charge has been duly executed as a Deed and is delivered on the date first above written.

## SCHEDULE 1

### SHARES

<b>Name in which the shares are held</b>	<b>Name of company issuing shares</b>	<b>Number and class of shares</b>
INEOS Acetyls Investments Limited	INEOS Aromatics Asia Limited	780,000,000 ordinary shares of HK\$1 each

**SIGNATORIES TO THE SUPPLEMENTAL SHARE CHARGE**

**THE SUPPLEMENTAL CHARGOR**

SIGNED      SEALED      and      )  
DELIVERED by      )

Dirk Arhelger      )  
(Name)      )  
the lawful attorney of      )  
INEOS ACETYL      )  
INVESTMENTS LIMITED      )  
under a power of attorney dated      )

8 March 2023  
in the presence of:

LS.

(Signature)

Witness's signature:

Name (print):

Occupation:

Address:

STANISLAV GRAF  
Head of Corporate Finance  
MAINZER LANDSTR. 50  
60325 FRANKFURT

**THE SECURITY AGENT**

**EXECUTED as a DEED by** Simon Lazarus  
Authorised Signatory

for and on behalf of

**HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED:**

as Authorised Signatory:

in the presence of

Signature of witness

Name:

Address:

Occupation:

Laura Lazarus  
Parkfields  
Cheshire CW6 9JH

*[Ineos – signature page to the Supplemental Share Charge]*