



**Registration of a Charge**

Company name: **INEOS INVESTMENTS INTERNATIONAL LIMITED**

Company number: **03938607**



X82G6ZVD

Received for Electronic Filing: **01/04/2019**

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**Details of Charge**

Date of creation: **22/03/2019**

Charge code: **0393 8607 0042**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **SHEARMAN & STERLING (LONDON) LLP**



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

Company number: 3938607

Charge code: 0393 8607 0042

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd March 2019 and created by INEOS INVESTMENTS INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2019 .

Given at Companies House, Cardiff on 2nd April 2019

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

Dated 22 March 2019

**INEOS INVESTMENTS INTERNATIONAL LIMITED**  
as Pledgor

and

**BARCLAYS BANK PLC**  
as Security Agent

acting for itself and in the name and on behalf  
of the Eighth Ranking Secured Parties

and

**BARCLAYS BANK PLC**  
representing the First Ranking Secured Parties, the Second Ranking  
Secured Parties, the Third Ranking Secured Parties, the Fourth Ranking Secured Parties, the  
Fifth Ranking Secured Parties, the Sixth Ranking Secured Parties and  
the Seventh Ranking Secured Parties

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**EIGHTH RANKING FINANCIAL SECURITIES  
ACCOUNT PLEDGE AGREEMENT  
(CONVENTION DE NANTISSEMENT DE  
COMPTE DE TITRES FINANCIERS  
DE HUITIEME RANG)**

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**SHEARMAN & STERLING**<sub>LLP</sub>

En accord avec les parties, les présentes  
ont été reliées par le procédé  
ASSEMBLACT R.C. empêchant toute  
substitution ou addition et sont  
seulement signées à la dernière page.

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**THIS AGREEMENT** is made between:

1. **INEOS INVESTMENTS INTERNATIONAL LIMITED**, a company incorporated under the laws of England and Wales, having its registered office at Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, United Kingdom, registered under number 3938607, represented by an authorised signatory, duly empowered for the purposes hereof,

(hereinafter referred to as the "**Pledgor**"),

**ON THE FIRST PART,**

2. **BARCLAYS BANK PLC**, a company having its registered office at 5 The North Colonnade, Canary Wharf, E14 4BB, London, United Kingdom, represented by an authorised signatory, duly empowered for the purposes hereof,

acting for itself and (i) as trustee and agent (*mandataire*) on behalf and for the account of itself and the other First Ranking Secured Parties (as defined below) in its capacity as Senior Security Agent under the Intercreditor Deed and as Security Trustee under the Original Senior Secured Indenture May 2015 (ii) as trustee and agent (*mandataire*) on behalf and for the account of itself and the other Second Ranking Secured Parties (as defined below) in its capacity as Senior Security Agent under the Intercreditor Deed and as Security Trustee under the Original Senior Secured Indenture May 2015, (iii) as trustee and agent (*mandataire*) on behalf and for the account of itself and the other Third Ranking Secured Parties (as defined below) in its capacity as Senior Security Agent under the Intercreditor Deed and as Security Trustee under the Original Senior Secured Indenture May 2015, (iv) as trustee and agent (*mandataire*) on behalf and for the account of itself and the other Fourth Ranking Secured Parties (as defined below) in its capacity as Senior Security Agent under the Intercreditor Deed and as Security Trustee under the Original Senior Secured Indenture May 2015, (v) as trustee and agent (*mandataire*) on behalf and for the account of itself and the other Fifth Ranking Secured Parties (as defined below) in its capacity as Senior Security Agent under the Intercreditor Deed and as Security Trustee under the Original Senior Secured Indenture May 2015, (vi) as trustee and agent (*mandataire*) on behalf and for the account of itself and the other Sixth Ranking Secured Parties (as defined below) in its capacity as Senior Security Agent under the Intercreditor Deed and as Security Trustee under the Original Senior Secured Indenture May 2015, (vii) as trustee and agent (*mandataire*) on behalf and for the account of itself and the other Seventh Ranking Secured Parties (as defined below) in its capacity as Senior Security Agent under the Intercreditor Deed, as Security Trustee under the Original Senior Secured Indenture May 2015 and as Security Trustee under the Original Senior Secured Indenture November 2017 and (viii) as trustee and agent (*mandataire*) on behalf and for the account of itself and the other Eighth Ranking Secured Parties (as defined below) in its capacity as Senior Security Agent under the Intercreditor Deed, Security Trustee under the Original Senior Secured Indenture May 2015 and the Original Senior Secured Indenture November 2017 (as defined below) and Security Agent under the Schuldschein Loan Agreement (as defined below),

(hereinafter referred to as the "**Security Agent**"),

**ON THE SECOND PART.**

**IN THE PRESENCE** of the First Ranking Secured Parties, the Second Ranking Secured Parties, the Third Ranking Secured Parties, the Fourth Ranking Secured Parties, the Fifth Ranking Secured Parties, the Sixth Ranking Secured Parties and the Seventh Ranking Secured Parties, duly represented by the Security Agent.

**WHEREAS:**

- A. Pursuant to a credit agreement governed by New York law, dated as of 27 April 2012, amongst, *inter alios*, INEOS US Finance LLC and INEOS Finance plc, as Borrowers, Barclays Bank PLC as Administrative Agent and Security Agent, and the Lenders referred therein (as amended, restated, refinanced, replaced, supplemented and/or waived from time to time, including by an amendment agreement dated 8 May 2013, an amendment agreement dated 21 February 2014, an amendment agreement dated 24 November 2014, a joinder agreement dated 31 March 2015 and an amendment agreement dated 5 June 2015, the "**Original Senior Facilities Agreement**"), the Lenders have agreed to make available, to the Borrowers, senior credit facilities in the principal amount of USD 3,349,500,000 and € 1,738,300,000 (the "**Facilities**"). Pursuant to an accession document dated 4 May 2012, the Pledgor has acceded to the Original Senior Facilities Agreement as Obligor.
- B. Pursuant to the financial securities accounts pledge agreement dated 4 May 2012 (as amended on 12 October 2012) (together with the related statement of pledge of financial securities account, (*déclaration de nantissement de compte de titres financiers*), the "**First Ranking Pledge Agreement**"), the Pledgor granted, *inter alia*, a first-ranking pledge over the Pledged Account (as defined below) (the "**First Ranking Pledge**") to the Secured Parties (as that term is defined in the First Ranking Pledge Agreement, the "**First Ranking Secured Parties**") to secure the liabilities arising from, *inter alia*, the Original Senior Facilities Agreement.
- C. Pursuant to the financial securities accounts pledge agreement dated 8 May 2013 (together with the related statement of second ranking pledge of financial securities account (*déclaration de nantissement de compte de titres financiers de second rang*), the "**Second Ranking Pledge Agreement**"), the Pledgor has granted, *inter alia*, a second-ranking pledge over the Pledged Account (the "**Second Ranking Pledge**") to the Second Ranking Secured Parties (as that term is defined in the Second Ranking Pledge Agreement, the "**Second Ranking Secured Parties**") to secure the liabilities arising from, *inter alia*, the Original Senior Facilities Agreement.
- D. Pursuant to the financial securities accounts pledge agreement dated 31 March 2015 (together with the related statement of third ranking pledge of financial securities account, (*déclaration de nantissement de compte de titres financiers de troisième rang*), the "**Third Ranking Pledge Agreement**"), the Pledgor has granted a third-ranking pledge over the Pledged Account (the "**Third Ranking Pledge**") to the Third Ranking Secured Parties (as that term is defined in the Third Ranking Pledge Agreement, the "**Third Ranking Secured Parties**") to secure the liabilities arising from, *inter alia*, the Original Senior Facilities Agreement.

- E. Pursuant to the Original Senior Secured Indenture May 2015 (as defined below), INEOS Finance plc has issued Original Senior Secured Notes May 2015 (as defined below) due 2023 in an aggregate principal amount of € 770,000,000.
- F. Pursuant to Section 14.01 of the Original Senior Secured Indenture May 2015, each Original Senior Secured Noteholder of the Original Senior Secured Notes May 2015, by accepting an Original Senior Secured Notes May 2015 issued pursuant to the Original Senior Secured Indenture May 2015, has appointed the Security Trustee (as defined in the Original Senior Secured Indenture May 2015) as its security agent and security trustee under the Security Documents and has authorized it to act as such.
- G. Pursuant to a financial securities accounts pledge agreement dated 5 May 2015 (together with the related statement of fourth ranking pledge of financial securities account, (*déclaration de nantissement de compte de titres financiers de quatrième rang*), the “**Fourth Ranking Pledge Agreement**”), the Pledgor has granted a fourth-ranking pledge over the Pledged Account (the “**Fourth Ranking Pledge**”) to the Fourth Ranking Secured Parties (as that term is defined in the Fourth Ranking Pledge Agreement, the “**Fourth Ranking Secured Parties**”) to secure the liabilities arising from, *inter alia*, the Original Senior Facilities Agreement and the Original Senior Secured Indenture May 2015.
- H. Pursuant to a financial securities accounts pledge agreement dated 5 June 2015 (together with the related statement of fifth ranking pledge of financial securities account, (*déclaration de nantissement de compte de titres financiers de cinquième rang*), the “**Fifth Ranking Pledge Agreement**”), the Pledgor has granted a fifth-ranking pledge over the Pledged Account (the “**Fifth Ranking Pledge**”) to the Fifth Ranking Secured Parties (as that term is defined in the Fifth Ranking Pledge Agreement, the “**Fifth Ranking Secured Parties**”) to secure the liabilities arising from, *inter alia*, the Original Senior Facilities Agreement and the Original Senior Secured Indenture May 2015.
- I. Pursuant to a financial securities account pledge agreement dated 28 February 2017 (together with the related statement of pledge of financial securities account, (*déclaration de nantissement de compte de titres financiers*), the “**Sixth Ranking Pledge Agreement**”), the Pledgor has granted a sixth-ranking pledge over the Pledged Account (the “**Sixth Ranking Pledge**”) to the Sixth Ranking Secured Parties (as that term is defined in the Sixth Ranking Pledge Agreement, the “**Sixth Ranking Secured Parties**”) to secure the liabilities arising from, *inter alia*, the Original Senior Facilities Agreement and the Original Senior Secured Indenture May 2015.
- J. Pursuant to a financial securities account pledge agreement dated 3 November 2017 (together with the related statement of pledge of financial securities account, (*déclaration de nantissement de compte de titres financiers*), the “**Seventh Ranking Pledge Agreement**”), the Pledgor has granted a seventh-ranking pledge over the Pledged Account (the “**Seventh Ranking Pledge**”) to the Seventh Ranking Secured Parties (as that term is defined in the Seventh Ranking Pledge Agreement, the “**Seventh Ranking Secured Parties**”) to secure the liabilities arising from, *inter alia*, the Original Senior Facilities Agreement, the Original Senior Secured Indenture May 2015 and the Original Senior Secured Indenture November 2017 (as defined below).

- K. Pursuant to a joinder and amendment agreement to the Original Senior Facilities Agreement dated 3 November 2017, amongst, *inter alios*, INEOS US Finance LLC and INEOS Finance PLC, as Borrowers, Barclays Bank PLC as Administrative Agent and Security Agent, and the Lenders referred therein (the "**Amendment Agreement**"), the Lenders have agreed to amend the Original Senior Facilities Agreement (as amended by the Amendment Agreement, the "**Senior Facilities Agreement**") in order to, *inter alia*, incur a new series of term loans denominated in Dollars and Euros with a scheduled maturity date of 31 March 2024.
- L. Pursuant to the Original Senior Secured Indenture November 2017 (as defined below), INEOS Finance plc has issued Original Senior Secured Notes November 2017 (as defined below) due 2025 in an aggregate principal amount of € 550,000,000.
- M. Pursuant to the Original Senior Secured Indenture November 2017, each Original Senior Secured November 2017 Noteholder of the Original Senior Secured Notes November 2017, by accepting a Senior Secured Notes November 2017 issued pursuant to the Original Senior Secured Indenture November 2017, has appointed the Security Trustee (as defined in the Original Senior Secured Indenture November 2017) as its security agent and security trustee under the Security Documents and has authorized it to act as such.
- N. Pursuant to an assignable loan agreement (*Schuldscheindarlehensvertrag*) governed by German law dated 22 March 2019 and made between INEOS Finance plc, as Borrower, INEOS Luxembourg I S.A. as the Company, Deutsche Bank Aktiengesellschaft as Bank, Creditor and Paying Agent and Wilmington Trust SP Services (Frankfurt) GmbH as Trustee (as amended, restated, supplemented and/or waived from time to time) (the "**Schuldschein Loan Agreement**"), the Schuldschein Lender (as such term is defined in the Intercreditor Deed) has agreed to make available to the Borrower an assignable loan in the nominal amount of EUR 141,000,000 (the "**Schuldschein Facilities**").
- O. Pursuant to clause 5.1 (*Additional Senior Lender Liabilities and Senior Secured Note Liabilities*) of the Intercreditor Deed, the Principal Obligor (as such term is defined in the Intercreditor Deed) has designated the Schuldschein Loan Agreement as Additional Senior Secured Liabilities under the Intercreditor Deed. Pursuant to a guarantee dated 22 March 2019 (the "**Schuldschein Guarantee**"), the Pledgor has agreed to secure the liabilities of the Borrower arising from the Schuldschein Loan Agreement, in its capacity as Guarantor.
- P. As security for the payment of the Secured Indebtedness (as defined below), the Pledgor has agreed to grant to the Eighth Ranking Secured Parties (as defined below), under the terms and conditions set out by this agreement, a eighth ranking pledge over a financial securities account (*nantissement de compte de titres financiers de huitième rang*) in which all the shares of INEOS France SAS, a *société par actions simplifiée* incorporated under the laws of France, with a share capital of € 51,057,480, having its registered office at Avenue de la Bienfaisance, BP 6, 13117 Laverà (France) and registered in France under number 351 670 823 R.C.S. Aix-en-Provence (the "**Company**") held by the Pledgor are registered (the "**Eighth Ranking Pledge**"), such shares held by the Pledgor representing on the date hereof 100 % of the share capital of the Company.

- Q. Pursuant to clause 22.18 (*French Security*) of the Intercreditor Deed, the Security Agent has been duly appointed as agent (*mandataire*) of the First Ranking Secured Parties, the Second Ranking Secured Parties, the Third Ranking Secured Parties, the Fourth Ranking Secured Parties, the Fifth Ranking Secured Parties, the Sixth Ranking Secured Parties, the Seventh Ranking Secured Parties and the Eighth Ranking Secured Parties, pursuant to article 1984 *et seq.* of the French *Code Civil*, in order to represent and act on behalf of each of them for any actions required or advisable in connection with the entry into, performance, management and foreclosure of any security interests (*sûretés*) governed by French law, and in respect of any dispute arising from or in connection with these security interests (*sûretés*), including the First Ranking Pledge, the Second Ranking Pledge, the Third Ranking Pledge, the Fourth Ranking Pledge, the Fifth Ranking Pledge, the Sixth Ranking Pledge, the Seventh Ranking Pledge and including the Eighth Ranking Pledge created by this Agreement.

IT IS AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless otherwise defined in this Agreement, capitalized terms and expressions used in this Agreement, shall have the meanings ascribed to them in the Senior Facilities Agreement, in the Intercreditor Deed or in the Schuldschein Loan Agreement, as applicable.

- 1.2. In this Agreement:

**"Account Holder"** means the Company as the issuer of the registered Financial Securities registered in the Pledged Account, in its capacity as account holder (*teneur de compte*).

**"Additional Senior Facilities Agreement"** means any credit agreement (including the Schuldschein Loan Agreement) pursuant to which any Additional Senior Lender Liabilities (as defined in the Intercreditor Deed) arise (as amended, restated, supplemented and/or waived from time to time).

**"Additional Senior Facilities Representative"** means a trustee, facility agent or other similar representative for or with respect to any Additional Senior Finance Parties.

**"Additional Senior Finance Documents"** means any Additional Senior Facilities Agreement, the guarantees in respect of any Additional Senior Lender Liabilities granted under any Additional Senior Finance Documents (including the guarantees granted pursuant to the Schuldschein Guarantee), the Security Interests granted or to be granted for the benefit of any Additional Senior Finance Parties and the Intercreditor Deed together with any accession, document, promissory note, fee letter, or any other document designated as an Additional Senior Finance Document by the Principal Obligor and the relevant Additional Senior Facilities Representative, but only to the extent that the Principal Obligor has given notice in accordance with Clause 5.1 (*Additional Senior Lender Liabilities and Senior Secured Note Liabilities*) of the Intercreditor Deed that the relevant liabilities are to constitute Additional Senior Secured Liabilities.

**"Additional Senior Finance Parties"** means each Additional Senior Facilities Representative and each creditor under each Additional Senior Facilities Agreement, provided that the Security Agent shall have confirmed its agreement in accordance with Clause 27.7 of the Intercreditor Deed to act as security agent for such Additional Senior Finance Parties.

**"Additional Senior Secured Indenture"** means any indenture (other than (i) the Original Senior Secured Indenture May 2015, and (ii) the Original Senior Secured Indenture November 2017) pursuant to which any Additional Senior Secured Notes are issued (as amended, restated, supplemented and/or waived from time to time).

**"Additional Senior Secured Liabilities"** has the meaning given to that term in the Intercreditor Deed.

**"Additional Senior Secured Notes Creditors"** means any Additional Senior Secured Noteholders, any Additional Senior Secured Notes Trustee and any Additional Senior Secured Notes Security Trustee, provided that the Security Agent shall have confirmed its agreement in accordance with Clause 27.7 of the Intercreditor Deed to act as security agent for such Additional Senior Secured Notes Creditors.

**"Additional Senior Secured Notes Documents"** means any Additional Senior Secured Indenture, any Additional Senior Secured Notes, the guarantees in respect of any Additional Senior Secured Notes granted under any Additional Senior Secured Indenture, the Security Interests granted or to be granted for the benefit of any Additional Senior Secured Notes Creditors pursuant to any Additional Senior Secured Notes Documents, and the Intercreditor Deed but only to the extent that the Principal Obligor has given notice in accordance with Clause 5.1 (*Additional Senior Lender Liabilities and Senior Secured Note Liabilities*) of the Intercreditor Deed that the relevant liabilities are to constitute Additional Senior Secured Liabilities.

**"Additional Senior Secured Noteholders"** means the holders from time to time of any Additional Senior Secured Notes.

**"Additional Senior Secured Notes"** means any Senior Secured Notes issued or to be issued by any Senior Secured Note Issuer (as defined in the Intercreditor Deed) after the date of this Agreement.

**"Additional Senior Secured Notes Security Trustee"** means any entity appointed as security trustee for any Additional Senior Secured Noteholders.

**"Additional Senior Secured Notes Trustee"** means any entity appointed as trustee for any Additional Senior Secured Noteholders.

**"Agreement"** means this agreement and the schedules hereto, as amended from time to time.

**"Cash Proceeds"** has the meaning set out in Clause 3.5.

**"Confirmation of Eighth Ranking Pledge"** means the confirmation of eighth ranking pledge (*attestation de nantissement de compte de titres financiers de huitième rang*) in the form attached as Schedule 2 (*Form of Confirmation of Eighth Ranking Pledge*) relating to the Eighth Ranking Pledge.

**"Declared Default"** means an Event of Default which is continuing and in respect of which the Security Agent has given notice of intention to enforce.

**"Delegate"** has the meaning given to that term in the Intercreditor Deed.

**"Eighth Ranking Secured Parties"** means each Senior Finance Party, each Senior Secured Notes Creditor, each Additional Senior Finance Party, each Second Secured Creditor, and any Receiver or Delegate, together with each of their respective assignees, transferees and successors. On the date of this Agreement, the Eighth Ranking Secured Parties are the entities listed in schedule A (*List of the Eighth Ranking Secured Parties on the Signing Date*) of the Statement of Eighth Ranking Pledge.

**"Event of Default"** means any event or circumstance specified as such in any of the Senior Facilities Agreement, the Original Senior Secured Indenture May 2015, the Original Senior Secured Indenture November 2017, any Additional Senior Facilities Agreement, any Additional Senior Secured Indenture, or any Second Secured Document.

**"Financial Securities"** means (i) on the date of this Agreement, three million four hundred and three thousand eight hundred and thirty-two (3,403,832) shares held by the Pledgor and representing 100 % of the issued share capital of the Company and, (ii) at any time thereafter, all other financial securities referred to in Clause 3 (*Scope of the Eighth Ranking Pledge*) which are recorded in the Pledged Account.

**"Group"** means the Parent and its Subsidiaries from time to time and **"Group Company"** and **"Member of the Group"** means any of them.

**"Intercreditor Deed"** means the intercreditor deed dated 12 May 2010 between, amongst others, the Obligors referred to therein, Barclays Bank PLC as security agent and as facility agent for the Senior Lenders, BP International Limited as collateral agent for the BP Creditors referred to therein and acceded to by The Bank of New York Mellon as the trustee for the Senior Secured Noteholders referred to therein and by The Bank of New York Mellon as trustee for the High Yield Noteholders referred to therein (as amended, restated, supplemented and/or waived from time to time, including as amended for the last time by the Tenth Amendment Deed).

**"Original Senior Secured Indenture May 2015"** means the indenture dated 5 May 2015, among INEOS Finance plc, the guarantors named therein, the Bank of New York Mellon as trustee, and the other parties thereto (as amended, restated, supplemented, and/or waived from time to time).

**"Original Senior Secured Indenture November 2017"** means the indenture dated 3 November 2017, among INEOS Finance plc, the guarantors named therein, the Bank

of New York Mellon as trustee, and the other parties thereto (as amended, restated, supplemented, and/or waived from time to time).

**"Original Senior Secured Notes Documents"** means any of the Original Senior Secured Notes May 2015 Documents and the Original Senior Secured Notes November 2017 Documents.

**"Original Senior Secured Notes May 2015 Creditors"** means any Original Senior Secured Noteholders May 2015, Original Senior Secured Notes May 2015 Security Trustee and any Original Senior Secured Notes May 2015 Trustee.

**"Original Senior Secured Notes May 2015 Documents"** means the Original Senior Secured Indenture May 2015, any Original Senior Secured Notes May 2015, the guarantees in respect of any Original Senior Secured Notes May 2015 granted under the Original Senior Secured Indenture May 2015, the Security Interests granted or to be granted for the benefit of any Original Senior Secured Notes May 2015 Creditors pursuant to the Original Senior Secured Notes Documents, and the Intercreditor Deed.

**"Original Senior Secured Notes November 2017 Creditors"** means any Original Senior Secured Noteholders November 2017, any Original Senior Secured Notes November 2017 Security Trustee and any Original Senior Secured Notes November 2017 Trustee.

**"Original Senior Secured Notes November 2017 Documents "** means the Original Senior Secured Indenture November 2017, any Original Senior Secured Notes November 2017, the guarantees in respect of any Original Senior Secured Notes November 2017 granted under the Original Senior Secured Indenture November 2017, the Security Interests granted or to be granted for the benefit of any Original Senior Secured Notes November 2017 Creditors pursuant to the Original Senior Secured Notes November 2017 Documents, and the Intercreditor Deed.

**"Original Senior Secured Noteholders May 2015"** means the holders from time to time of any Original Senior Secured Notes May 2015.

**"Original Senior Secured Noteholders November 2017"** means the holders from time to time of any Original Senior Secured Notes November 2017.

**"Original Senior Secured Notes May 2015"** means the € 770,000,000 4 % senior secured notes due 2023, and any additional senior secured notes due 2023 issued or to be issued under the Original Senior Secured Indenture May 2015.

**"Original Senior Secured Notes May 2015 Security Trustee"** means Barclays Bank PLC as security trustee for any Original Senior Secured Noteholders May 2015 and as beneficiary of the parallel debt provided for in Section 14.09 (*Parallel Debt*) of the Original Senior Secured Indenture May 2015.

**"Original Senior Secured Notes November 2017"** means the € 550,000,000 - 2 ½ % senior secured notes due 2025, and any additional senior secured notes due 2025 issued or to be issued under the Original Senior Secured Indenture November 2017.

**"Original Senior Secured Notes May 2015 Trustee"** means with respect to the Original Senior Secured Indenture May 2015, the Bank of New York Mellon as trustee for the Original Senior Secured Noteholders May 2015 under such Original Senior Secured Indenture May 2015.

**"Original Senior Secured Notes November 2017 Security Trustee"** means Barclays Bank PLC as security trustee for any Original Senior Secured Noteholders November 2017 and as beneficiary of the parallel debt provided for in Section 14.09 (*Parallel Debt*) of the Original Senior Secured Indenture November 2017.

**"Original Senior Secured Notes November 2017 Trustee"** means with respect to the Original Senior Secured Indenture November 2017, the Bank of New York Mellon as trustee for the Original Senior Secured Noteholders November 2017 under such Original Senior Secured Indenture November 2017.

**"Pledged Account"** means the (i) special financial securities account the details of which are specified in the Statement of Eighth Ranking Pledge, opened in the name of the Pledgor in the books of the Account Holder, in which the Financial Securities are registered and (ii) the Special Cash Account.

**"Principal Obligor"** means INEOS Holdings Limited.

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the assets of the Group Companies or any other persons which from time to time are or are expressed to be, the subject of the Transaction Security.

**"Relevant Secured Documents"** means the Senior Facilities Agreement, the Original Senior Secured Indenture May 2015, the Original Senior Secured Indenture November 2017, any Additional Senior Facilities Agreement (including the Schuldschein Loan Agreement), any Additional Senior Secured Indenture and any Second Secured Document.

**"Second Secured Creditors"** has the meaning given to that term in the Intercreditor Deed, provided that Second Secured Creditors shall only be treated as Second Secured Creditors for the purposes of this Agreement to the extent that the Security Agent has confirmed its agreement in accordance with Clause 27.7 of the Intercreditor Deed to act as security agent for such Second Secured Creditors.

**"Second Secured Documents"** has the meaning given to that term in the Intercreditor Deed.

**"Secured Documents"** means, together, the Senior Finance Documents, the Additional Senior Finance Documents, the Senior Secured Notes Documents and the Second Secured Documents.

**"Secured Indebtedness"** means all money or liabilities due, owing or incurred to any Eighth Ranking Secured Party (including to the Security Agent in its capacity as Security Trustee (as such term is defined in the Original Senior Secured Indenture May 2015) pursuant to (i) Section 14.09 (*Parallel Debt*) of the Original Senior Secured Indenture May 2015, (ii) any similar provision under the Original Senior

Secured Indenture November 2017, (iii) any similar provision under the Senior Facilities Agreement, (iv) any similar provisions under any Additional Senior Facilities Agreement (including the Schuldschein Loan Agreement), (v) any similar provisions under any Additional Senior Secured Indenture), in each case by the Pledgor and/or any Group Company or any other grantor of Transaction Security under any Secured Document (including under the Schuldschein Guarantee and, without limitation, under any amendments, supplements or restatements of any Secured Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities or any issuances of additional notes (in each case, to the extent permitted under the Secured Documents)) at present or in the future, in any manner whether actual or contingent, matured or unmatured, liquidated or unliquidated, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon (both before and after judgment) and including all liabilities in connection with any notes, bills or other instruments accepted by any Eighth Ranking Secured Party for or at the request of a Group Company, and all losses incurred by any Eighth Ranking Secured Party in connection with any Secured Document (including, without limitation, under any amendments, supplements or restatements of any Secured Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities or any issuances of additional notes (in each case, to the extent permitted under the Secured Documents)); the aggregate principal amount of the Secured Indebtedness being:

- (i) the aggregate amount of the Facilities under the Senior Facilities Agreement being USD 1,660,000,000 and €2,060,000,000;
- (ii) the aggregate amount of the Schuldschein Facilities under the Schuldschein Loan Agreement being € 141,000,000;
- (iii) the aggregate amount of the Original Senior Secured Notes May 2015 upon their issuance being € 770,000,000; and
- (iv) the aggregate amount of the Original Senior Secured Notes November 2017 upon their issuance being € 550,000,000;

respectively, plus (in each case) all interest, late payment interest, fees, penalties, indemnities, costs, charges, taxes and any other amounts incurred in connection therewith.

**"Security Documents"** has the meaning given to that term in the Intercreditor Deed.

**"Security Interest"** has the meaning given to that term in the Intercreditor Deed.

**"Senior Finance Documents"** has the meaning given to that term in the Intercreditor Deed.

**"Senior Finance Parties"** has the meaning given to that term in the Intercreditor Deed.

**"Senior Secured Notes Creditors"** means any Original Senior Secured Notes May 2015 Creditors, any Original Senior Secured Notes November 2017 Creditors and any Additional Senior Secured Notes Creditors.

**"Senior Secured Notes Documents"** means any Original Senior Secured Notes May 2015 Documents, any Original Senior Secured Notes November 2017 Documents and any Additional Senior Secured Notes Documents.

**"Senior Secured Notes"** has the meaning given to that term in the Intercreditor Deed.

**"Special Cash Account"** means the special bank account opened in the name of the Pledgor in the books of the Special Cash Account Holder whose IBAN number is FR76 1131 5000 0108 0058 7863 032 and which, pursuant to article L. 211-20 of the French *Code Monétaire et Financier*, forms part of the Pledged Account.

**"Special Cash Account Holder"** means the bank which is the account holder of the Special Cash Account, being Caisse d'Épargne CEPAC, Direction Coverage Grands Comptes (ES: 00804) located at Place Estrangin Pastré, 13254 Marseille Cedex 06 (France).

**"Statement of Eighth Ranking Pledge"** means the statement of eighth ranking pledge (*déclaration de nantissement de compte de titres financiers de huitième rang*) in the form attached as Schedule 1 (*Form of Statement of Eighth Ranking Pledge*) relating to the Eighth Ranking Pledge (as it can be amended, completed, supplemented and/or otherwise modified from time to time).

**"Tenth Amendment Deed"** means the tenth amendment deed relating to the Intercreditor Deed, made between, amongst others, INEOS Holdings Limited, as Principal Obligor and Barclays Bank PLC, as Senior Facility Agent and dated 22 March 2019.

**"Transaction Security"** means the Security Interests created or expressed to be created in favour of the Security Agent or any other Secured Party pursuant to the Security Documents.

### 1.3. Construction

In this Agreement, unless the context otherwise requires:

- any reference to a person is deemed to be a reference to or to include its successors, assignees or transferees (notably any person succeeding to it following a merger or a partial spin-off (*apport partiel d'actif*);
- any reference to Clauses and Schedules are references to, respectively, clauses, paragraphs, preamble or Schedules to this Agreement and references to this Agreement include its Schedules;
- a reference to any agreement (including without limitations, any of the Secured Documents), is to be construed as a reference to that agreement as it may be amended, varied, supplemented or restated from time to time;

- any reference to a law or statutory instrument or any provision thereof is to be construed as a reference to that law or statutory instrument or such provision thereof as the same may have been, or may from time to time hereafter be, amended or re-enacted;
- any reference to a time of day is a reference to Paris time; and
- the headings in this Agreement are inserted for convenience only and are to be ignored in construing this Agreement.

If:

- the Senior Discharge Date (as defined in the Intercreditor Deed) insofar as it relates to the Senior Finance Documents (as defined in the Senior Facilities Agreement) has occurred; or
- the Senior Facilities Agreement is terminated or cancelled or is for any other reason invalid, illegal or otherwise unenforceable,

then the reference in this Agreement to words and expressions being as defined in the Senior Facilities Agreement is to those words and expressions as defined immediately prior to such events.

#### 1.4. **Intercreditor Deed**

The rights and obligations of all parties to this Agreement and the Eighth Ranking Pledge are subject to the terms of the Intercreditor Deed.

## 2. **EIGHTH RANKING PLEDGE**

- 2.1. As security for the full payment, discharge and performance by the Pledgor of the Secured Indebtedness, the Pledgor hereby agrees to grant a eighth ranking pledge for the benefit of the Security Agent and the other Eighth Ranking Secured Parties, who accept, over the Pledged Account in accordance with article L. 211-20 of the French *Code monétaire et financier*.
- 2.2. Immediately after the execution of this Agreement, on the date of this Agreement, the Pledgor shall:
  - (a) deliver to the Security Agent a duly executed original copy of the Statement of Eighth Ranking Pledge,
  - (b) deliver a duly executed original copy of the Statement of Eighth Ranking Pledge (together with a copy of this Agreement) to the Account Holder and the Special Cash Account Holder;
  - (c) procure that the Account Holder executes and delivers to the Security Agent a Confirmation of Eighth Ranking Pledge related to the Eighth Ranking Pledge; and

- (d) procure that the Eighth Ranking Pledge be registered in the books (*registre des mouvements de titres and comptes d'actionnaires*) of the Company as of the signing date of the Statement of Eighth Ranking Pledge.
- 2.3. The Pledgor shall procure that the Special Cash Account Holder executes and delivers to the Security Agent, no later than fifteen (15) days after the date hereof, with respect to the Special Cash Account, an *attestation de constitution de nantissement de compte espèces spécial* substantially in the form set out in Schedule 3 (*Form of Confirmation of Eighth Ranking Pledge (Special Cash Account)*) duly executed by the Special Cash Account Holder.
- 2.4. The First Ranking Secured Parties, the Second Ranking Secured Parties, the Third Ranking Secured Parties, the Fourth Ranking Secured Parties, the Fifth Ranking Secured Parties, the Sixth Ranking Secured Parties and the Seventh Ranking Secured Parties, as beneficiaries of, respectively, the First Ranking Pledge, the Second Ranking Pledge, the Third Ranking Pledge, the Fourth Ranking Pledge, the Fifth Ranking Pledge, the Sixth Ranking Pledge and the Seventh Ranking Pledge, expressly accept the execution and delivery of this Agreement and of the Statement of Eighth Ranking Pledge and agree that the Eighth Ranking Secured Parties, as beneficiaries of the Eighth Ranking Pledge, may receive the proceeds of enforcement of the Eighth Ranking Pledge in accordance with the provisions of Clause 18 (*Application of Proceeds*) of the Intercreditor Deed.
- 2.5. The First Ranking Secured Parties, the Second Ranking Secured Parties, the Third Ranking Secured Parties, the Fourth Ranking Secured Parties, the Fifth Ranking Secured Parties, the Sixth Ranking Secured Parties and the Seventh Ranking Secured Parties, as beneficiaries of, respectively, the First Ranking Pledge, the Second Ranking Pledge, the Third Ranking Pledge, the Fourth Ranking Pledge, the Fifth Ranking Pledge, the Sixth Ranking Pledge and the Seventh Ranking Pledge, acknowledge and agree that (to the extent required to create the Eighth Ranking Pledge or permit the Eighth Ranking Pledge to subsist), the First Ranking Secured Parties will hold those assets which are subject to the Eighth Ranking Pledge as *tiers convenus* for the Eighth Ranking Secured Parties as beneficiaries of the Eighth Ranking Pledge.
- 2.6. Pursuant to Clause 22.18 (*French Security*) of the Intercreditor Deed, the Security Agent has been duly appointed as agent (*mandataire*) of the First Ranking Secured Parties, the Second Ranking Secured Parties, the Third Ranking Secured Parties, the Fourth Ranking Secured Parties, the Fifth Ranking Secured Parties, the Sixth Ranking Secured Parties, the Seventh Ranking Secured Parties and the Eighth Ranking Secured Parties, pursuant to article 1984 *et seq.* of the French *Code civil*, in order to represent and act on behalf of each of them as *tiers convenus*, and for any actions required or advisable in connection therewith, including in respect of any dispute arising from or in connection therewith.
- 2.7. In acting as *tiers convenus*, the First Ranking Secured Parties (and the Security Agent acting as their agent in such capacity) shall:
- (a) without prejudice to their right to enforce the First Ranking Pledge in accordance with Clause 16 (*Enforcement of Security*) of the Intercreditor Deed,

not exercise their rights as *tiers convenus* in a manner which would impede the enforcement of the Eighth Ranking Pledge; and

- (b) incur no liability whatsoever to the Eighth Ranking Secured Parties as beneficiaries of the Eighth Ranking Pledge.

- 2.8. Each of the First Ranking Secured Parties, the Second Ranking Secured Parties, the Third Ranking Secured Parties, the Fourth Ranking Secured Parties, the Fifth Ranking Secured Parties, the Sixth Ranking Secured Parties and the Seventh Ranking Secured Parties agrees not to take any action to challenge the validity or enforceability of the Eighth Ranking Pledge by reason of it being expressed to be eighth ranking (or any other lower ranking), and the Eighth Ranking Secured Parties agree not to take any action to challenge the validity or enforceability of the First Ranking Pledge or the Second Ranking Pledge or the Third Ranking Pledge or the Fourth Ranking Pledge or the Fifth Ranking Pledge or the Sixth Ranking Pledge or the Seventh Ranking Pledge.

### 3. SCOPE OF THE EIGHTH RANKING PLEDGE

- 3.1. In accordance with article L. 211-20 of the French *Code monétaire et financier*, all Financial Securities initially registered in the Pledged Account, those which may be substituted therefor or added thereto in any manner whatsoever, as well as all Cash Proceeds are automatically incorporated in the scope of the Eighth Ranking Pledge without any such operation constituting in any manner a novation of the rights or the security granted to the Eighth Ranking Secured Parties under the Eighth Ranking Pledge.
- 3.2. In addition, if the Pledgor subsequently subscribes or purchases in any manner whatsoever other financial securities (*titres financiers*) issued by the Account Holder that are not automatically included in the scope of the Eighth Ranking Pledge pursuant to Clause 3.1 above, the Pledgor shall transfer the said financial securities to the Pledged Account and the said financial securities shall therefore be included in the scope of the Eighth Ranking Pledge in accordance with article L. 211-20 (I) of the French *Code monétaire et financier*. The Pledgor shall execute all such documents and take all such other actions as may be necessary or appropriate to effect such transfer.
- 3.3. The provisions of paragraphs 3.1 and 3.2 above will be applicable only if the relevant securities are included in the scope of the First Ranking Pledge and/or the Second Ranking Pledge and/or the Third Ranking Pledge and/or the Fourth Ranking Pledge and/or the Fifth Ranking Pledge and/or the Sixth Ranking Pledge and/or the Seventh Ranking Pledge. If not, such provisions shall not apply and the relevant securities will not be included in the scope of the Eighth Ranking Pledge.
- 3.4. In accordance with article L. 211-20 of the French *Code monétaire et financier*, the Financial Securities and the sums in any currency whatsoever subsequently registered in the Pledged Account, as a security for the performance by the Pledgor of the Secured Indebtedness, are subject to the same terms as those initially registered and are considered as if they were so registered on the date of the initial Statement of Eighth Ranking Pledge.

- 3.5. Subject to paragraph 3.4 above, all income and proceeds (*fruits et produits*) in cash payable in respect of the Financial Securities, including without limitation all dividends and other distributions in cash to which the Financial Securities give right as well as all cash proceeds of any capital reduction and more generally all cash amounts in any currency whatsoever payable in respect of or in substitution for any of the Financial Securities (the "**Cash Proceeds**") shall be paid to the Special Cash Account. By executing the Confirmation of Eighth Ranking Pledge, the Account Holder shall accept to make such payments to the Special Cash Account. So long as no Event of Default has occurred, the Pledgor is hereby authorised by the Eighth Ranking Secured Parties to withdraw from the Special Cash Account all Cash Proceeds which have been credited therein. This authorisation may be revoked by the Security Agent, on behalf of the Eighth Ranking Secured Parties, by simple notice (substantially in the form of Schedule 4 (*Form of notice of Declared Default to the Special Cash Account Holder*)) of the Security Agent to the Special Cash Account Holder (with a copy to the Pledgor) upon the occurrence of an Event of Default which is continuing. Upon receipt of such notice by the Special Cash Account Holder, all amounts standing to the credit of the Special Cash Account shall become unavailable for the Pledgor until a notification to the contrary is received by the Special Cash Account Holder from the Security Agent. In accordance with article L. 211-20 of the French *Code monétaire et financier*, the Special Cash Account is considered to be part of the Pledged Account on the date of the signature of the Statement of Eighth Ranking Pledge.

#### 4. REPRESENTATIONS AND WARRANTIES

The Pledgor represents and warrants to each of the Eighth Ranking Secured Parties, as from the date hereof and for the entire duration of the Eighth Ranking Pledge, that except to the extent permitted otherwise by the Relevant Secured Documents:

- (a) the Financial Securities represent and will continue to represent at all times at least 100 % of the share capital of the Company;
- (b) the Company is the account holder (*teneur de compte*) of all securities (*titres financiers*) issued by it;
- (c) the Financial Securities and the Pledged Account are wholly owned by the Pledgor and are not subject to any pledge, encumbrance, attachment, sequestration or security interest of any kind (other than the First Ranking Pledge, the Second Ranking Pledge, the Third Ranking Pledge, the Fourth Ranking Pledge, the Fifth Ranking Pledge, the Sixth Ranking Pledge, the Seventh Ranking Pledge and the Eighth Ranking Pledge) and are not subject to any applicable legal, contractual, corporate or judicial restriction with respect to their transferability or which could affect the rights of the Eighth Ranking Secured Parties with respect to the Eighth Ranking Pledge;
- (d) other than the First Ranking Pledge, the Second Ranking Pledge, the Third Ranking Pledge, the Fourth Ranking Pledge, the Fifth Ranking Pledge, the Sixth Ranking Pledge, the Seventh Ranking Pledge and the Eighth Ranking Pledge, and subject to the provisions of the Intercreditor Deed relevant to the Agreement, there is no shareholders' agreement or other agreement or commitment binding on the Pledgor which could prevent, limit or affect the

validity or enforcement of the Eighth Ranking Pledge or the transfer of the Financial Securities; and

- (e) the articles of association (*statuts*) of the Company do not contain any prior approval clause (*clause d'agrément*).

## 5. UNDERTAKINGS

The Pledgor undertakes to each of the Eighth Ranking Secured Parties, as from the date hereof and for the entire duration of the Eighth Ranking Pledge:

- (a) not to sell or otherwise transfer in any manner whatsoever (including by way of merger or corporate reconstruction) the Pledged Account, the Financial Securities or the Cash Proceeds (except as permitted by Clause 3.5) or grant any right in respect thereof, other than as permitted by the Relevant Secured Documents and pursuant to the First Ranking Pledge Agreement, the Second Ranking Pledge Agreement, the Third Ranking Pledge Agreement, the Fourth Ranking Pledge Agreement, the Fifth Ranking Pledge Agreement, the Sixth Ranking Pledge Agreement, the Seventh Ranking Pledge Agreement and the Eighth Ranking Pledge Agreement;
- (b) not to create, incur or permit to subsist any security interest or encumbrance whatsoever over the Pledged Account, the Financial Securities or the Cash Proceeds other than the First Ranking Pledge, the Second Ranking Pledge, the Third Ranking Pledge, the Fourth Ranking Pledge, the Fifth Ranking Pledge, the Sixth Ranking Pledge, the Seventh Ranking Pledge and the Eighth Ranking Pledge, other than as permitted by the Relevant Secured Documents;
- (c) not to locate or permit to locate any Financial Securities or Cash Proceeds to be attributed to it or to be acquired or received by it in an account other than the Pledged Account, other than as permitted by the Relevant Secured Documents;
- (d) not to close the Pledged Account, other than as permitted by the Relevant Secured Documents;
- (e) not to allow the articles of association (*statuts*) of the Company to contain any provision which would limit in anyway the exercise by the Eighth Ranking Secured Parties of their rights under the Eighth Ranking Pledge;
- (f) not to use any voting rights relating to the Financial Securities in a manner which would affect the validity or enforceability of the Eighth Ranking Pledge or cause an Event of Default to occur;
- (g) at its own expense, promptly following request by the Security Agent, to execute such agreements and otherwise take whatever action the Security Agent may reasonably require:
  - (i) to perfect and/or protect the Eighth Ranking Pledge;

- (ii) to facilitate the realisation or enforcement of the Eighth Ranking Pledge; and
- (iii) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under this Agreement.

## 6. ENFORCEMENT

- 6.1. If, following the occurrence of a Declared Default, there is any sum due under any of the Secured Indebtedness which is unpaid and remains unpaid, the Security Agent, in the name and on behalf of the other Eighth Ranking Secured Parties, shall be entitled to exercise in respect of the Eighth Ranking Pledge all rights, remedies and actions whatsoever that are available to the Eighth Ranking Secured Parties under French law, and enforce the Eighth Ranking Pledge in accordance with applicable laws and regulations and in particular, articles L. 211-20 and D. 211-12 of the French *Code monétaire et financier* and L. 521-3 of the French *Code de commerce*. Accordingly, subject to the applicable provisions of the Intercreditor Deed and French laws and regulations, the Security Agent, in the name and on behalf of the other Eighth Ranking Secured Parties will be entitled, upon eight (8) Business Days' prior written notice (*mise en demeure*) to the Pledgor, to:
- (a) require the sale of all or part of the Financial Securities by way of public auction (*vente publique*), in accordance with the provisions of article L. 521-3 of the French *Code de commerce*; or
  - (b) require the foreclosure (*attribution judiciaire*) of all or part of the Financial Securities, in accordance with the provisions of article 2347 of the French *Code civil*; or
  - (c) require the transfer of the Financial Securities, in accordance with the provisions of article 2348 of the French *Code civil*, whereupon (i) the Eighth Ranking Secured Parties will automatically and immediately become the owners of the Financial Securities, (ii) the value of the Financial Securities on the date of the transfer will be estimated by an expert appointed either by mutual agreement of the Pledgor and the Security Agent (both acting in good faith) or by court decision, and (iii) if the value of the Financial Securities so transferred to the Eighth Ranking Secured Parties exceeds the amount of the Secured Indebtedness, the difference will be paid to the Pledgor in accordance with the last paragraph of article 2348 of the French *Code civil*.
- 6.2. The Eighth Ranking Secured Parties shall be entitled to exercise any of the rights referred to in Clause 6.1 above without being required to enforce other rights that the Eighth Ranking Secured Parties may hold against the Pledgor or any other person or under any other security interest.
- 6.3. The enforcement proceeds of the security created hereunder shall be applied in accordance with the provisions of the Intercreditor Deed.
- 6.4. Without prejudice to the provisions of this Clause 6 (*Enforcement*), any decision to enforce the First Ranking Pledge and/or the Second Ranking Pledge and/or the Third

Ranking Pledge and/or the Fourth Ranking Pledge and/or the Fifth Ranking Pledge and/or the Sixth Ranking Pledge and/or the Seventh Ranking Pledge and/or the Eighth Ranking Pledge shall be taken in accordance with Clause 16 (*Enforcement of Security*) of the Intercreditor Deed.

**7. TERM**

Once the Security Agent is satisfied, acting reasonably, that all the Secured Indebtedness has been paid in full and neither the Security Agent nor any other Eighth Ranking Secured Party has any contingent liability under the Secured Documents to advance further monies to, or incur liability on behalf of, the Pledgor, the Security Agent and each other Eighth Ranking Secured Party shall, at the request and cost of the Pledgor, take any action which may be necessary to release the Pledged Account from the security constituted by this Agreement and procure the reassignment of any assets assigned to the Security Agent pursuant to this Agreement.

**8. ASSIGNMENT AND TRANSFER**

- 8.1. This Agreement shall be binding upon and inure to the benefit of each party hereto and any successor, transferee and assignee.
- 8.2. In case of assignment or transfer of all or part of the rights and obligations of any Eighth Ranking Secured Party under the Secured Indebtedness in accordance with the applicable provisions of the Secured Documents, or in case of subrogation of any person in the said rights, the assignee, the beneficiary of the transfer, or the person so subrogated, as applicable, shall automatically benefit from the rights resulting from this Agreement which remain attached to the rights and obligations resulting from the Secured Documents and any reference to the Eighth Ranking Secured Parties includes any person so subrogated in the said rights or assignee or beneficiary of a transfer of all or part of the rights and obligations of such Eighth Ranking Secured Party under the Secured Documents, which is expressly acknowledged and agreed by the Pledgor.
- 8.3. In case of replacement of the Security Agent pursuant to the applicable provisions of the Secured Documents, the successor agent will be deemed the Security Agent for the purposes of this Agreement and the Eighth Ranking Pledge.

**9. EXPENSES**

The Pledgor shall bear any expense which the Security Agent or any other Eighth Ranking Secured Party may incur in connection with the preparation and execution of this Agreement, as well as any expenses in connection with the preservation or enforcement of the Eighth Ranking Secured Parties' rights under this Agreement and the Eighth Ranking Pledge, all in accordance with the terms of the Secured Documents.

**10. NOTICES**

Any communication to be made under or in connection with this Agreement shall be made in accordance with clause 25 (*Notices*) of the Intercreditor Deed.

## **11. PARTIAL INVALIDITY**

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

## **12. REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of any Eighth Ranking Secured Party, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

## **13. MISCELLANEOUS**

- 13.1. This Agreement and the Eighth Ranking Pledge created hereby are in addition and without prejudice to any other guarantees or security interests existing or to be created or granted either by the Pledgor or any other person pursuant to the terms of the Secured Documents.
- 13.2. This Agreement and the Eighth Ranking Pledge created hereby are irrevocable and will remain in force notwithstanding any amendment, restatement, renewal or extension of the term of the Secured Documents, or any waiver thereunder.

## **14. NO HARDSHIP**

Each party to this Agreement hereby acknowledges that the provisions of article 1195 of the French *Code civil* shall not apply to it with respect to its obligations under this Agreement or under the Statement of Eighth Ranking Pledge and that it shall not be entitled to make any claim under article 1195 of the French *Code civil*.

## **15. GOVERNING LAW**

This Agreement is governed by French law.

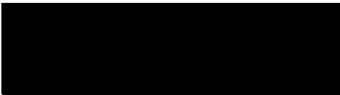
## **16. DISPUTES**

Any dispute that may arise out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the *Tribunal de Commerce* de Paris.

Executed on 22 March 2019.

In ten (10) original copies

**THE PLEDGOR:**



**INEOS INVESTMENTS INTERNATIONAL LIMITED**

By: *WILLIAM POLLARD*  
*AUTHORISED SIGNATORY*

**THE SECURITY AGENT** acting (i) for itself and (ii) in the name and on behalf of the other Eighth Ranking Secured Parties as Security Agent pursuant to the Intercreditor Deed, as Security Trustee under the Original Senior Secured Indenture May 2015 and the Original Senior Secured Indenture November 2017 (as such term is defined therein) and as Security Agent under the Schuldschein Loan Agreement (as such term is defined therein):



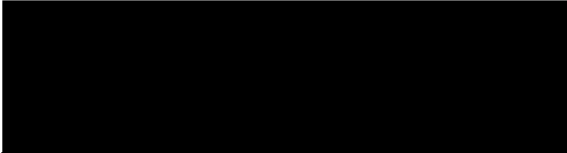
**BARCLAYS BANK PLC**

By:

**Emma Sharma**  
**Assistant Vice President**

**IN THE PRESENCE OF THE FIRST RANKING SECURED PARTIES:**

represented by the SECURITY AGENT, acting (i) for itself and (ii) in the name and on behalf of the other First Ranking Secured Parties as Security Agent pursuant to the Intercreditor Deed (as such term is defined therein) and as Security Trustee under the Original Senior Secured Indenture May 2015 (as such term is defined therein):



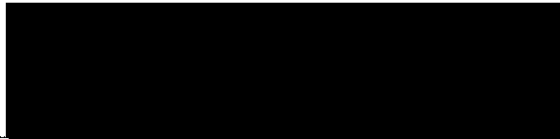
**BARCLAYS BANK PLC**

By:

**Emma Sharma**  
**Assistant Vice President**

**IN THE PRESENCE OF THE SECOND RANKING SECURED PARTIES:**

represented by the SECURITY AGENT, acting (i) for itself and (ii) in the name and on behalf of the other Second Ranking Secured Parties as Security Agent pursuant to the Intercreditor Deed (as such term is defined therein) and as Security Trustee under the Original Senior Secured Indenture May 2015 (as such term is defined therein):



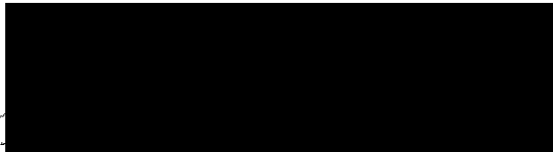
**BARCLAYS BANK PLC**

By:

**Emma Sharma**  
**Assistant Vice President**

**IN THE PRESENCE OF THE THIRD RANKING SECURED PARTIES:**

represented by the SECURITY AGENT, acting (i) for itself and (ii) in the name and on behalf of the other Third Ranking Secured Parties as Security Agent pursuant to the Intercreditor Deed (as such term is defined therein) and as Security Trustee under the Original Senior Secured Indenture May 2015 (as such term is defined therein):



**BARCLAYS BANK PLC**

By:

*Emma Sharma*  
**Assistant Vice President**

**IN THE PRESENCE OF THE FOURTH RANKING SECURED PARTIES:**

represented by the SECURITY AGENT acting (i) for itself and (ii) in the name and on behalf of the other Fourth Ranking Secured Parties as Security Agent pursuant to the Intercreditor Deed (as such term is defined therein) and as Security Trustee under the Original Senior Secured Indenture May 2015 (as such term is defined therein):



**BARCLAYS BANK PLC**

By:

**Emma Sharma**  
**Assistant Vice President**

**IN THE PRESENCE OF THE FIFTH RANKING SECURED PARTIES:**

represented by the SECURITY AGENT, acting (i) for itself and (ii) in the name and on behalf of the other Fifth Ranking Secured Parties as Security Agent pursuant to the Intercreditor Deed (as such term is defined therein) and as Security Trustee under the Original Senior Secured Indenture May 2015 (as such term is defined therein);



**BARCLAYS BANK PLC**

By:

**Emma Sharma**  
**Assistant Vice President**

**IN THE PRESENCE OF THE SIXTH RANKING SECURED PARTIES:**

represented by the SECURITY AGENT, acting (i) for itself and (ii) in the name and on behalf of the other Sixth Ranking Secured Parties as Security Agent pursuant to the Intercreditor Deed (as such term is defined therein) and as Security Trustee under the Original Senior Secured Indenture May 2015 (as such term is defined therein):



**BARCLAYS BANK PLC**

By:

**Emma Sharma**  
**Assistant Vice President**

**IN THE PRESENCE OF THE SEVENTH RANKING SECURED PARTIES:**

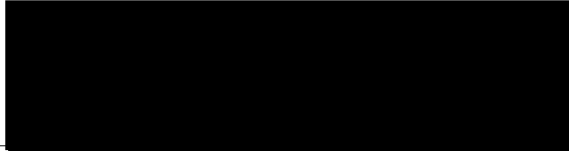
represented by the SECURITY AGENT, acting (i) for itself and (ii) in the name and on behalf of the other Seventh Ranking Secured Parties as Security Agent pursuant to the Intercreditor Deed (as such term is defined therein), and as Security Trustee under the Original Senior Secured Indenture May 2015 and the Original Senior Secured Indenture November 2017 (as such term is defined therein):

  
BARCLAYS BANK PLC

By:

**Emma Sharma**  
**Assistant Vice President**

**THE SECURITY AGENT**, acting as third party holder (*tiers convenu*) in accordance with articles 2.5 and 2.6 of the Agreement:



**BARCLAYS BANK PLC**

By:

**Emma Sharma**  
**Assistant Vice President**

## SCHEDULE 1 – FORM OF STATEMENT OF EIGHTH RANKING PLEDGE

### DÉCLARATION DE NANTISSEMENT DE COMPTE DE TITRES FINANCIERS DE HUITIEME RANG

La présente déclaration est soumise aux dispositions de  
l'article L. 211-20 du Code monétaire et financier

#### CONSTITUANT DU NANTISSEMENT DE HUITIEME RANG :

**INEOS INVESTMENTS INTERNATIONAL LIMITED**, société de droit anglais ayant son siège social Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, Royaume Uni, immatriculée sous le numéro 3938607,

(ci-après le "**Constituant**").

#### BÉNÉFICIAIRES DE HUITIEME RANG DU NANTISSEMENT :

1. **BARCLAYS BANK PLC**, société de droit anglais ayant son siège social 5 The North Colonnade, Canary Wharf, Londres, E14 4BB, Royaume-Uni, agissant tant en son nom et pour son propre compte qu'au nom et pour le compte des autres Bénéficiaires de Huitième Rang (tel que ce terme est défini ci-après) en sa qualité (i) d'agent administratif (*Administrative Agent*) et d'agent des sûretés (*Security Agent*) aux termes du contrat de crédit (*Senior Facilities Agreement*) en date du 27 avril 2012 (tel qu'amendé de temps à autre, notamment par un avenant en date du 8 mai 2013, un avenant en date du 21 février 2014, un avenant en date du 24 novembre 2014, un avenant en date du 31 mars 2015, un avenant en date du 5 juin 2015, un avenant en date du 28 février 2017 et un avenant en date du 3 novembre 2017, le "**Contrat de Crédits Senior**") (ii) d'agent des sûretés (*Security Agent*) aux termes du contrat de crédit (*Schuldschein Loan Agreement*) en date du 22 mars 2019 (le "**Contrat de Crédit Schuldschein**") et (iii) d'agent des sûretés senior (*Senior Security Agent*) aux termes de la convention intercréanciers (*Intercreditor Deed*, tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang (telle que définie ci-dessous)) (telle qu'amendée de temps à autre, la "**Convention Intercréanciers**"),

(ci-après en cette qualité, avec tout successeur désigné conformément aux stipulations du Contrat de Crédits Senior et de la Convention Intercréanciers, l'"**Agent**" ou l'"**Agent des Sûretés**");

2. les banques, établissements financiers et autres institutions financières agissant en qualité de Prêteurs ("**Lenders**", tel que ce terme est défini dans le Contrat de Crédits Senior) aux termes du Contrat de Crédits Senior ;
3. les banques, établissements financiers et autres institutions financières agissant en qualité de Contreparties (*Hedging Counterparties*) au Contrats de Couverture ("**Hedging Agreements**", tel que ce terme est défini dans la Convention Intercréanciers) aux termes de la Convention Intercréanciers ; et

4. les banques, établissements financiers et autres institutions financières agissant en qualité de Banques de Gestion de Trésorerie (*Cash Management Bank*) aux termes de la Convention Intercréanciers) ;

(les entités listées aux paragraphes 2 à 4 ci-dessus étant ci-après désignées les "**Parties Financières Senior**" ("*Senior Finance Parties*", tel que ce terme est défini dans la Convention Intercréanciers)),

5. **BARCLAYS BANK PLC**, société de droit anglais, ayant son siège social 5 The North Colonnade, Canary Wharf, Londres, E14 4BB, Royaume-Uni en sa qualité (i) d'Agent Fiduciaire des Sûretés ("*Security Trustee*", aux termes et tel que défini dans les Documents Relatifs aux Obligations Senior Mai 2015 Initiales ("*Original Senior Secured Notes May 2015 Documents*"), tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang) et (ii) d'Agent Fiduciaire des Sûretés ("*Security Trustee*", aux termes et tel que défini dans les Documents Relatifs aux Obligations Senior Novembre 2017 Initiales ("*Original Senior Secured Notes November 2017 Documents*"), tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang) ;
6. toute banque, établissement financier ou autre institution financière agissant en qualité (i) d'Agent Fiduciaire au titre des Obligations Senior Initiales Mai 2015 ("*Original Senior Secured Notes May 2015 Trustee*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang), et/ou (ii) d'Agent Fiduciaire au titre des Obligations Senior Initiales Novembre 2017 ("*Original Senior Secured Notes November 2017 Trustee*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang), et/ou (iii) de Créancier au titre des Obligations Senior Initiales Mai 2015 ("*Original Senior Secured Notes May 2015 Creditor*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang), et/ou (iv) de Créancier au titre des Obligations Senior Initiales Novembre 2017 ("*Original Senior Secured Notes November 2017 Creditor*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang) ; aux termes des Documents Relatifs aux Obligations Senior ("*Senior Secured Notes Documents*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang) ;
7. toute banque, établissement financier ou autre institution financière agissant en qualité d'Agent Fiduciaire au titre des Obligations Senior Additionnelles ("*Additional Senior Secured Notes Trustee*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang) aux termes des Documents Relatifs aux Obligations Senior Additionnelles ("*Additional Senior Secured Notes Documents*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang) ;
8. les banques, établissements financiers et autres institutions financières agissant en qualité de Créanciers au titre des Obligations Senior Additionnelles ("*Additional Senior Secured Notes Creditors*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang),

(les entités listées aux paragraphes 5, 6, 7 et 8 ci-dessus étant ci-après désignées les "Créanciers au titre des Obligations Senior" ("*Senior Secured Notes Creditors*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang)),

9. les banques, établissements financiers et autres institutions financières agissant en qualité de Seconds Créanciers Garantis ("*Second Secured Creditors*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang) ;
10. les banques, établissements financiers et autres institutions financières agissant en qualité de Parties Financières Senior Additionnelles ("*Additional Senior Finance Parties*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang), en ce compris les prêteurs au titre du Contrat de Crédit Schuldschein ;
11. les banques, établissements financiers et autres institutions financières agissant en qualité d'Administrateurs ("*Receivers*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang) ; et
12. les banques, établissements financiers et autres institutions financières agissant en qualité de Délégués ("*Delegates*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang),

(l'Agent, l'Agent des Sûretés, les Parties Financières Senior, les Créanciers au titre des Obligations Senior, les Seconds Créanciers Nantis, les Parties Financières Senior Additionnelles, les Administrateurs et les Délégués, ainsi que leurs cessionnaires, successeurs, subrogés et ayants-droit respectifs étant ci-après désignés ensemble les **"Bénéficiaires de Huitième Rang"**, les Bénéficiaires de Huitième Rang à la date des présentes étant les entités dont la liste figure à l'Annexe A (*Liste des Bénéficiaires de Huitième Rang à la Date de Signature*)),

#### **CRÉANCES GARANTIES :**

- Nature : toutes dettes et autres obligations, dues ou pouvant être dues aux Bénéficiaires de Huitième Rang (y compris à l'Agent des Sûretés (en sa qualité d'Agent Fiduciaire des Sûretés (*Security Trustee*, tel que ce terme est défini dans le Contrat d'Emission des Obligations Senior Initiales Mai 2015 (*Original Senior Secured Indenture May 2015*, tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang)), (i) au titre de la Section 14.09 (*Parallel Debt*) du Contrat d'Emission des Obligations Senior Initiales Mai 2015 (*Original Senior Secured Indenture May 2015*, tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang), ou (ii) aux termes de toute stipulation similaire au titre du Contrat d'Emission des Obligations Senior Initiales Novembre 2017 (*Original Senior Secured Indenture November 2017*, tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang), ou (iii) aux termes de toute stipulation similaire au titre du Contrat de Crédits Senior, ou (iv) de toute autre stipulation similaire au titre de tout Contrat de Crédits Senior Additionnels (en ce compris au titre du Contrat de Crédit Schuldschein), ou (v) de toute autre disposition similaire aux termes de tout Contrat d'Emission d'Obligations Senior Additionnelles (*Additional Senior Secured Indenture*, tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang)), dans chacun des cas par le Constituant et/ou toute Société du Groupe ("*Group Company*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang) ou tout autre constituant d'une Sûreté de l'Opération ("*Transaction*"),

*Security*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang) au titre de tout Document Garanti ("*Secured Documents*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang) (en ce compris au titre de la *Schuldschein* Garantie, et y compris, sans limitation, de tout avenant, supplément, ou réitération de tout Document Garanti quelque soit son importance ou au titre de toute nouvelle ou augmentation d'avance, de tirage, de toute prorogation, de tout engagement ou ligne de crédit supplémentaire ou de toute émission d'obligations additionnelles (dans chaque cas, dans la mesure permise par les Documents Garantis)), que ces obligations ou autres dettes soient présentes ou futures, échues ou non échues, exigibles ou non exigibles, liquides ou non liquides, encourues individuellement ou solidairement avec toute autre personne, à titre principal ou à titre de garant, ainsi que tous les intérêts y afférents (aussi bien avant qu'après jugement), en ce compris les dettes au titre de toutes obligations, effets de commerce ou autres titres de paiement acceptés par tout Bénéficiaire de Huitième Rang pour, ou à la demande d'une Société du Groupe ("*Group Company*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang) et toutes pertes subies par tout Bénéficiaire de Huitième Rang au titre des Documents Garantis ("*Secured Documents*", tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang) (y compris, sans limitation, de tout avenant, supplément, ou réitération de tout Document Garanti quelque soit son importance ou au titre de toute nouvelle ou augmentation d'avance, de tirage, de toute prorogation, de tout engagement ou ligne de crédit supplémentaire ou de toute émission d'obligations additionnelles (dans chaque cas, dans la mesure permise par les Documents Garantis)), accompagné de tous intérêts, intérêts de retard, commissions, primes, pénalités, indemnités frais, charges, taxes et tout autre montant dû au titre de ce qui précède ;

- Montant des créances garanties :

- (a) au titre des facilités (*Facilities*) au titre du Contrat de Crédits Senior (*Senior Facilities Agreement*) : USD 1.660.000.000 et € 2.060.000.000 en principal, à majorer de tous intérêts, intérêts de retard, commissions, primes, pénalités, frais, charges, taxes et tous autres accessoires ;
- (b) au titre des facilités (*Schuldschein Facilities*) au titre du Contrat de Crédit *Schuldschein* (*Schuldschein Loan Agreement*) : € 141.000.000 en principal, à majorer de tous intérêts, intérêts de retard, commissions, primes, pénalités, frais, charges, taxes et tous autres accessoires ; et
- (c) au titre des Documents Relatifs aux Obligations Senior (*Senior Secured Notes Documents*) :
  - 1. € 770.000.000 au titre des Obligations Senior Initiales Mai 2015 (*Original Senior Secured Notes May 2015*), et

2. € 550.000.000 au titre des Obligations Senior Initiales Novembre 2017 (*Original Senior Secured Notes November 2017*),

en principal à majorer de tous intérêts, intérêts de retard, commissions, primes, pénalités, frais, charges, taxes et tous autres accessoires ;

(ci-après les "**Créances Garanties**").

#### **IDENTIFICATION DU COMPTE SPÉCIAL NANTI :**

- (a) Compte de titres financiers n°4 ter ouvert dans les livres d'INEOS France SAS, une société par actions simplifiée au capital de € 51.057.480, ayant son siège social Avenue de la Bienfaisance, BP 6, 13117 Laveran (France) et immatriculée sous le numéro 351 670 823 R.C.S. Aix-en-Provence (le "**Teneur de Compte**") au nom du Constituant,

(ci-après le "**Compte de Titres Financiers**") ;

- (b) Compte spécial n°FR76 1131 5000 0108 0058 7863 032 ouvert dans les livres de Caisse d'Épargne CEPAC, Place Estrangin Pastré, 13254 Marseille Cedex 06 (France) (le "**Teneur de Compte Espèces Spécial**") au nom du Constituant,

(ci-après le "**Compte Espèces Spécial**") ;

le Compte Espèces Spécial étant réputé faire partie intégrante du Compte de Titres Financiers à la date des présentes,

(le Compte de Titres Financiers et le Compte Espèces Spécial, ensemble le "**Compte Nanti**").

#### **TITRES FINANCIERS INSCRITS INITIALEMENT AU COMPTE NANTI :**

- Nature : actions nominatives
- Emetteur : INEOS France SAS, une société par actions simplifiée, au capital de € 51.057.480, ayant son siège social Avenue de la Bienfaisance, BP 6, 13117 Laveran (France) et immatriculée sous le numéro 351 670 823 R.C.S. Aix-en-Provence
- Nombre : trois millions quatre cent trois mille huit cent trente-deux (3.403.832) actions

#### **CONDITIONS DU NANTISSEMENT DE HUITIEME RANG :**

Le Constituant constitue en nantissement de huitième rang le Compte Nanti au bénéfice des Bénéficiaires de Huitième Rang en garantie de ses obligations au titre des Créances Garanties selon les conditions et modalités de la convention de nantissement de huitième rang de compte de titres financiers (*Eighth Ranking Financial Securities Account Pledge Agreement*) en date du 22 mars 2019 (la "**Convention de Nantissement de Huitième Rang**") conclue par le Constituant et l'Agent des Sûretés agissant au nom et pour le compte des autres Bénéficiaires de Huitième Rang. Tous les termes et expressions définis dans la présente

déclaration de nantissement (la "**Déclaration de Nantissement de Huitième Rang**") auront le sens qui leur est attribué à la Convention de Nantissement de Huitième Rang, le cas échéant par renvoi.

Les droits et obligations respectifs (i) des Bénéficiaires de Premier Rang ("*First Ranking Secured Parties*") au titre du Nantissement de Premier Rang ("*First Ranking Pledge*"), (ii) des Bénéficiaires de Second Rang ("*Second Ranking Secured Parties*") au titre du Nantissement de Second Rang ("*Second Ranking Pledge*"), (iii) des Bénéficiaires de Troisième Rang ("*Third Ranking Secured Parties*") au titre du Nantissement de Troisième Rang ("*Third Ranking Pledge*"), (iv) des Bénéficiaires de Quatrième Rang ("*Fourth Ranking Secured Parties*") au titre du Nantissement de Quatrième Rang ("*Fourth Ranking Pledge*"), (v) des Bénéficiaires de Cinquième Rang ("*Fifth Ranking Secured Parties*") au titre du Nantissement de Cinquième Rang ("*Fifth Ranking Pledge*"), (vi) des Bénéficiaires de Sixième Rang ("*Sixth Ranking Secured Parties*") au titre du Nantissement de Sixième Rang ("*Sixth Ranking Pledge*"), (vii) des Bénéficiaires de Septième Rang ("*Seventh Ranking Secured Parties*") au titre du Nantissement de Septième Rang ("*Seventh Ranking Pledge*") et (viii) des Bénéficiaires de Huitième Rang ("*Eighth Ranking Secured Parties*") au titre du Nantissement de Huitième Rang ("*Eighth Ranking Pledge*"), à l'égard du Compte Nanti et du Constituant sont soumis par ailleurs aux stipulations de l'Accord Intercréanciers ("*Intercreditor Deed*").

L'Agent des Sûretés, agissant en son nom et pour le compte des Bénéficiaires de Premier Rang ("*First Ranking Secured Parties*"), est nommé comme tiers convenu entre les Bénéficiaires de Premier Rang, les Bénéficiaires de Second Rang, les Bénéficiaires du Troisième Rang, les Bénéficiaires de Quatrième Rang, les Bénéficiaires de Cinquième Rang, les Bénéficiaires de Sixième Rang, les Bénéficiaires de Septième Rang, les Bénéficiaires de Huitième Rang et le Constituant, conformément aux termes de l'article 2337, alinéa 2, du Code civil.

Fait le \_\_ mars 2019, en quatre (4) exemplaires originaux.

**LE CONSTITUANT :**

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**INEOS INVESTMENTS INTERNATIONAL LIMITED**

Par :

ANNEXE A

LISTE DES BÉNÉFICIAIRES DE HUITIEME RANG À LA DATE DE SIGNATURE

**I. Les Parties Financières Senior (*Senior Finance Parties*, tel que ce terme est défini dans la Convention Intercréanciers) :**

**A. L'Agent Administratif (*Administrative Agent*, tel que ce terme est défini dans le Contrat de Crédits Senior) :**

| NAME              | Address/Registered office                  |
|-------------------|--|
| Barclays Bank PLC | 745 Seventh Avenue<br>New York<br>NY 10019 |

**B. L'Agent des Sûretés (*Security Agent*, tel que ce terme est défini dans le Contrat de Crédits Senior) :**

| NAME              | Address/Registered office                                  |
|-------------------|--|
| Barclays Bank PLC | 5 The North Colonnade<br>Canary Wharf<br>London<br>E14 4BB |

**C. L'Agent des Sûretés (*Security Agent*, tel que ce terme est défini dans le Contrat de Crédit Schuldschein (*Schuldschein Loan Agreement*)) :**

| NAME              | Address/Registered office                                  |
|-------------------|--|
| Barclays Bank PLC | 5 The North Colonnade<br>Canary Wharf<br>London<br>E14 4BB |

**D. Les Prêteurs (*Lenders*, tel que ce terme est défini dans le Contrat de Crédits Senior) et/ou les *Additional Senior Finance Parties* et/ou les *Second Secured Creditors* (tel que ces termes sont définis dans la Convention Intercréanciers) :**

| NAME  | Address/Registered office   |
|---|---|
| ABSALON CREDIT FUND DESIGNATED ACTIVITY COMPANY   | PINNACLE 2, EASTPOINT BUSINESS PARK, CLONTARF, DUBLIN 3               |
| ACCIDENT COMPENSATION CORPORATION-(2176)  | 650 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-7014               |
| ACCUNIA EUROPEAN CLO I BV   | HERIKERBERGWEG 238, LUNA ARENA, AMSTERDAM 1101 CM                     |
| ACCUNIA EUROPEAN CLO II BV  | 1, 5 STORE REGNEGADE, COPENHAGEN 1110                                 |
| ACCUNIA EUROPEAN CLO III DESIGNATED ACTIVITY COMPANY                                      |   |
| ADAGIO IV CLO DAC   | 7 NEWGATE STREET, LONDON EC1A 7NX                                     |
| ADAGIO V CLO DESIGNATED ACTIVITY COMPANY  |   |
| ADAGIO VI CLO DESIGNATED ACTIVITY COMPANY   | 100 WEST PUTNAM AVENUE, 4TH FLOOR, GREENWICH, CT, 06830               |
| AGER CORPORATE LOANS HY   | 43RD FLOOR, 9 WEST 57TH STREET, NEW YORK, NY, 10019-2706              |
| ALLIED IRISH BANKS PLC  | BANKCENTRE, BALLSBRIDGE, DUBLIN 4                                     |
| ALME LOAN FUNDING II DESIGNATED ACTIVITY COMPANY  | 9 WEST 57TH STREET, 43RD FLOOR, NEW YORK, 10019                       |
| ALME LOAN FUNDING III DESIGNATED ACTIVITY COMPANY   | 43RD FLOOR, 9 WEST 57TH STREET, NEW YORK, NY, 10019-2706              |
| ALME LOAN FUNDING IV BV   |   |
| ALME LOAN FUNDING V BV  | 9 WEST 57TH STREET, 43RD FLOOR, NEW YORK, 10019                       |
| AMADABLUM US LEVERAGED LOAN FUND ASERIES TRUST OF GLOBAL MULTI PORTFOLIO INVESTMENT TRUST | SUITE 1800, 1555 PEACHTREE STREET NORTH EAST, ATLANTA, GA, 30309-2460 |

| NAME   | Address/Registered office  |
|--|--|
| AO FUNDING, LTD.   | 300 PARK AVE, FL 21, NEW YORK, 10022-7403  |
| APS BANK LIMITED   | APS CENTRE, TOWER STREET, BIRKIRKA-RA, BKR 4012  |
| AQUEDUCT EUROPEAN CLO 1-2017 DESIGNATED ACTIVITY COMPANY | 25 ST JAMES STREET, LONDON SW1A 1HA  |
| AQUEDUCT EUROPEAN CLO 2-2017 DESIGNATED ACTIVITY COMPANY |  |
| AQUEDUCT EUROPEAN CLO 3-2019 DESIGNATED ACTIVITY COMPANY | 4TH FLOOR, DEVONSHIRE HOUSE, 1 MAY-FAIR PLACE, LONDON W1J 8AJ                                      |
| ARBOUR CLO DESIGNATED ACTIVITY COMPANY                   | 28TH FLOOR, 333 SOUTH GRAND AVENUE, LOS ANGELES, CA, 90071-1504                                    |
| ARBOUR CLO II DESIGNATED ACTIVITY COMPANY                | 10 BRESSENDEN PLACE, LONDON SW1E 5DH   |
| ARBOUR CLO III DESIGNATED ACTIVITY COMPANY               |  |
| ARBOUR CLO IV DESIGNATED ACTIVITY COMPANY                |  |
| ARBOUR CLO V DESIGNATED ACTIVITY COMPANY                 | C/O OAKTREE CAPITAL MANAGEMENT LP, 28TH FLOOR, 333 SOUTH GRAND AVENUE, LOS ANGELES, CA, 90071-1504 |
| ARBOUR CLO VI DESIGNATED ACTIVITY COMPANY                | 10 BRESSENDEN PLACE, LONDON SW1E 5DH   |
| ARES EUROPEAN CLO VI BV                                  | 5TH FLOOR, 6 ST ANDREW STREET, LONDON EC4A 3AE   |
| ARES EUROPEAN CLO IX BV                                  | 12TH FLOOR, 2000 AVENUE OF THE STARS, LOS ANGELES, CA, 90067-4700                                  |
| ARES EUROPEAN CLO VII BV                                 |  |
| ARES EUROPEAN CLO VIII BV                                |  |
| ARIES CAPITAL DESIGNATED ACTIVITY COMPANY                | 29TH FLOOR, 111 HUNTINGTON AVENUE, BOSTON, MA, 02199-7610  |

| NAME  | Address/Registered office   |
|---|---|
| ARMADA EURO CLO I DAC   | SUITE 1600, 399 PARK AVENUE, NEW YORK, NY, 10022-4415                     |
| ARMADA EURO CLO II DAC  |   |
| AURIUM CLO I DAC  | IFSC, 5 HARBOUR MASTER PLACE, DUBLIN 1                                    |
| AURIUM CLO II DESIGNATED ACTIVITY COMPANY                         | C/O TOWER RESEARCH CAPITAL LLC, 11TH FLOOR, 377 BROADWAY, NEW YORK, 10013 |
| AURIUM CLO III DESIGNATED ACTIVITY COMPANY                        | 3RD FLOOR, 86 BROOK STREET, LONDON W1K 5AY                                |
| AURIUM CLO IV DAC   |   |
| AVOCA CLO XI DESIGNATED ACTIVITY COMPANY                          | 75 ST STEPHENS GREEN, DUBLIN 2  |
| AVOCA CLO XII DESIGNATED ACTIVITY COMPANY                         |   |
| AVOCA CLO XIII DESIGNATED ACTIVITY COMPANY                        |   |
| AVOCA CLO XIV DESIGNATED ACTIVITY COMPANY                         |   |
| AVOCA CLO XIX DESIGNATED ACTIVITY COMPANY                         |   |
| AVOCA CLO XV DESIGNATED ACTIVITY COMPANY                          |   |
| AVOCA CLO XVI DESIGNATED ACTIVITY COMPANY                         |   |
| AVOCA CLO XVII DESIGNATED ACTIVITY COMPANY                        |   |
| AVOCA CLO XVIII DESIGNATED ACTIVITY COMPANY                       |   |
| AVOCA CLO XX DESIGNATED ACTIVITY COMPANY                          |   |
| AVOCA EUROPEAN LOAN FUND DESIGNATED ACTIVITY COMPANY              |   |
| AVOCA SECURED FLOATING RATE LOAN FUND DESIGNATED ACTIVITY COMPANY |   |
| AVOCA CREDIT OPPORTUNITIES PLC                                    | 5 HARBOURMASTER PLACE, IFSC, DUBLIN 1                                     |

| NAME  | Address/Registered office  |
|---|--|
| AXA INVESTMENT MANAGEMENT LOAN LIMITED                                  | 100 WEST PUTNAM AVENUE, 4TH FLOOR, GREENWICH, CT 06830               |
| AXA IRELAND LEVERAGED LOANS FUND  |  |
| AXA UK GPS LEVERAGED LOAN FUND  |  |
| AXA UK LEVERAGED LOANS FUND   |  |
| AZB FUNDING 4 LIMITED   | 6-1-1 KOKIMACHI, CHIYODA-KU, 102-8660                                |
| BABSON EURO CLO 2014-2 BV   | 1500 MAIN STREET, SPRINGFIELD, 1111                                  |
| BABSON EURO CLO 2015-1 BV   |  |
| BAIN CAPITAL EURO CLO 2017-1 DESIGNATED ACTIVITY COMPANY                | 37TH FLOOR, 200 CLARENDON STREET, BOSTON, MA, 02116-5042             |
| BANCO SANTANDER SA  | PASEO DE PEREDA 9-12, SANTANDER, 39004                               |
| BANK CIC -SCHWEIZ- AG   | MARKTPLATZ 13, BASEL, 4001   |
| BANK OF AMERICA MERRILL LYNCH INTERNATIONAL DAC                         | 2 KING EDWARD STREET, LONDON EC1A 1HQ                                |
| BANK OF AMERICA MERRILL LYNCH INTERNATIONAL DESIGNATED ACTIVITY COMPANY | 2 PARK PLACE, HATCH STREET, DUBLIN 2,                                |
| BANK OF THE PHILIPPINE ISLANDS  | BPI BUILDING, 6768 AYALA AVENUE, CORNER PASEO DE ROXAS, MAKATI, 1226 |
| BANK OF THE PHILIPPINE ISLANDS (EUROPE) PLC                             | FLOOR 4, 28/29 THREADNEEDLE STREET, LONDON EC2R 8AY                  |
| BARCLAYS BANK PLC-LONDON BRANCH-CHURCHILL PLACE                         | 1 CHURCHILL PLACE, CANARY WHARF, LONDON E14 5HP                      |
| BARCLAYS CAPITAL INC-NEW YORK BRANCH                                    | 745 SEVENTH AVENUE, NEW YORK, NY, 10019-6801                         |
| BARCLAYS CAPITAL INC-NEW YORK BRANCH                                    |  |
| BARINGS EURO CLO 2014-1   | 1500 MAIN STREET, SPRINGFIELD, MA 01111-0                            |
| BARINGS EURO CLO 2016-1 BV  |  |
| BARINGS EURO CLO 2017-1 BV  |  |

| NAME   | Address/Registered office                               |
|--|---|
| BARINGS GLOBAL FLOATING RATE FUND                                      |   |
| BARINGS GLOBAL LOAN LIMITED  |   |
| BARINGS EURO CLO 2018-1 BV   | 61 ALDWYCH, LONDON WC2B 4AE                             |
| BARINGS EURO CLO 2018-3 BV   |   |
| BARINGS EURO CLO 2018-2 B.V  | 155 BISHOPSGATE, LONDON EC2M 3XY                        |
| BAYVK R2 FONDS   | 75 ST STEPHENS GREEN, DUBLIN 2                          |
| BBC PENSION SCHEME   | 650 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-7014 |
| BENTHAM SYNDICATED LOAN FUND   | ONE MADISON AVENUE, NEW YORK, NY, 10010-3603            |
| BILTMORE US SENIOR LOAN FUND A SERIES TRUST OF INCOME INVESTMENT TRUST | 1290 6TH AVENUE, 25TH FLOOR, NEW YORK, 10104            |
| BLACK DIAMOND CLO 2015-1 DESIGNATED ACTIVITY COMPANY                   | 68 PALL MALL, LONDON SW1Y 5ES                           |
| BLACKROCK EUROPEAN CLO I DESIGNATED ACTIVITY COMPANY                   | 12 THROGMORTON AVENUE, LONDON EC2N 2DL                  |
| BLACKROCK EUROPEAN CLO II DESIGNATED ACTIVITY COMPANY                  |   |
| BLACKROCK EUROPEAN CLO III DESIGNATED ACTIVITY COMPANY                 | 70 SIR JOHN ROGERSONS QUAY, DUBLIN 2                    |
| BLACKROCK EUROPEAN CLO IV DESIGNATED ACTIVITY COMPANY                  | 55 EAST 52ND STREET, NEW YORK, 10055                    |
| BLACKROCK EUROPEAN CLO V DESIGNATED ACTIVITY COMPANY                   |   |
| BLACKROCK EUROPEAN CLO VI DESIGNATED ACTIVITY COMPANY                  | 12 THROGMORTON AVENUE, LONDON EC2N 2DL                  |

| NAME  | Address/Registered office                                 |
|---|---|
| BLACKROCK GLOBAL LONG/SHORT CREDIT FUND OF BLACKROCK FUNDS IV           | 55 EAST 52ND STREET, NEW YORK, 10055-0000                 |
| BLACKROCK STRATEGIC INCOME OPPORTUNITIES PORTFOLIO OF BLACKROCK FUNDS V |   |
| BLACKSTONE/GSO CORPORATE FUNDING DAC                                    | 31ST FLOOR, 345 PARK AVENUE, NEW YORK, NY, 10154-3000     |
| BLACKSTONE/GSO CORPORATE FUNDING DAC ING DAC                            | 9TH & 10TH FLOOR, O'CONNELLE BRIDGE, DUBLIN 1             |
| BLACKSTONE/GSO LOAN FUNDING DESIGNATED ACTIVITY COMPANY                 |   |
| BLACKSTONE/GSO LOAN FUNDING DAC   | SUITE 400, 251 LITTLE FALLS DRIVE, WILMINGTON, DE 19808-1 |
| BLUEBAY EUROPEAN HIGH YIELD BOND FUND (CANADA)                          | 77 GROSVENOR STREET, GREATER LONDON LONDON W1K 3JR        |
| BLUEBAY HIGH INCOME LOAN INVESTMENTS (LUXEMBOURG) SA                    |   |
| BLUEMOUNTAIN EUR CLO 2016-1 DESIGNATED ACTIVITY COMPANY                 | 12TH FLOOR, 280 PARK AVENUE, NEW YORK, NY, 10017-1216     |
| BLUEMOUNTAIN FUJI EUR CLO II DESIGNATED ACTIVITY COMPANY                |   |
| BLUEMOUNTAIN FUJI EUR CLO III DESIGNATED ACTIVITY COMPANY               | 280 PARK AVENUE, 12TH FLOOR, NEW YORK, 10017-0000         |
| BNP PARIBAS FCT FPE   | 1 BOULEVARD HAUSSMANN, PARIS 75009                        |
| BNP PARIBAS FLEXI III EUROPEAN SENIOR CORPORATE LOANS                   |   |
| BNP PARIBAS FLEXI III GLOBAL SENIOR CORPORATE LOANS FUND                | NO ADDRESS REQUIRED FOR THIS ENTITY, LONDON               |
| BNP PARIBAS FPS FPE   | 5 ALDERMANBURY SQUARE, LONDON EC2V 7BP                    |

| NAME  | Address/Registered office                             |
|---|---|
| BNP PARIBAS GLOBAL SENIOR CORPORATE LOANS         | NO ADDRESS REQUIRED FOR THIS ENTITY, LONDON           |
| BNP PARIBAS SA-LONDON BRANCH                      | 10 HAREWOOD AVENUE, LONDON NW1 6AA                    |
| BNP PARIBAS SENIOR CORPORATE LOANS EUROPE/US      | 1 BOULEVARD HAUSSMANN, PARIS 75009                    |
| BNPP EURO SENIOR CORPORATE LOANS                  |   |
| BNPP FLEXI III SSEC BANK LOAN MOGLIANO            | HERENGRACHT 595, AMSTERDAM, 1017 CE                   |
| BNPP AM EURO CLO 2017 BV                          | 16 BOULEVARD DES ITALIENS, PARIS 75009                |
| BNPP IP EURO CLO 2015-1 BV                        |   |
| BOSPHORUS CAPITAL DESIGNATED ACTIVITY COMPANY     | 4TH FLOOR, 3 GEORGE'S DOCK, IFSC, DUB-LIN D01 X5X0    |
| BOSPHORUS CLO III DAC                             | KAISERSTRASSE 16, FRANKFURT, 60311                    |
| BOSPHORUS CLO IV DESIGNATED ACTIVITY COMPANY      | 30 GRESHAM STREET, LONDON EC2P 2XY                    |
| BOWERY FUNDING ULC                                | 38TH FLOOR, ONE BRYANT PARK, NEW YORK, NY, 10036-6715 |
| BRIDGE LEVERAGED CAPITAL STRUCTURES FUND LIMITED  | SUITE 1600, 399 PARK AVENUE, NEW YORK NY, 10022-4415  |
| CABOT SQUARE EUROPEAN SENIOR LOAN FUND D.A.C      | ONE MADISON AVENUE, NEW YORK, NY, 10010-3603          |
| CADOGAN SQUARE CLO IX DESIGNATED ACTIVITY COMPANY |   |
| CADOGAN SQUARE CLO V BV                           | 1 CABOT SQUARE, LONDON E14 4QJ                        |
| CADOGAN SQUARE CLO VI BV                          |   |
| CADOGAN SQUARE CLO VII B.V.                       |   |
| CADOGAN SQUARE CLO VIII DAC                       | ONE MADISON AVENUE, NEW YORK, NY, 10010-3603          |
| CADOGAN SQUARE CLO X DESIGNATED ACTIVITY COMPANY  |   |

| NAME   | Address/Registered office  |
|--|--|
| CADOGAN SQUARE CLO XI DAC  |  |
| CADOGAN SQUARE CLO XII DESIGNATED ACTIVITY COMPANY                           |  |
| CAIRN CLO III BV   | HERIKERBERGWEG 238, LUNA ARENA, AMSTERDAM ZUIDOOST 1101 CM                     |
| CAIRN CLO IX BV  | 27 KNIGHTSBRIDGE, LONDON SW1X 7LY  |
| CAIRN CLO V BV   |  |
| CAIRN CLO VI BV  |  |
| CAIRN CLO VII BV   |  |
| CAIRN CLO VIII B.V.  |  |
| CARDIF BNPP IP GLOBAL SENIOR CORPORATE LOANS                                 | 1 BOULEVARD HAUSSMANN, PARIS 75009   |
| CARLYLE EURO CLO 2017-2 DESIGNATED ACTIVITY COMPANY                          | LANDSDOWNE HOUSE, 57 BERKELEY SQUARE, LONDON W1J 6ER                           |
| CARLYLE GLOBAL MARKET STRATEGIES EURO CLO 2013-1 BV                          | HERIKERBERGWEG 238, AMSTERDAM ZUIDOOST 1101 CM                                 |
| CARLYLE GLOBAL MARKET STRATEGIES EURO CLO 2014-1 DAC                         | SUITE 220, 1001 PENNSYLVANIA AVENUE NORTHWEST, WASHINGTON D.C., DC, 20004-2505 |
| CARLYLE GLOBAL MARKET STRATEGIES EURO CLO 2015-1 DESIGNATED ACTIVITY COMPANY |  |
| CARLYLE GLOBAL MARKET STRATEGIES EURO CLO 2015-2 DAC                         |  |
| CARLYLE GLOBAL MARKET STRATEGIES EURO CLO 2015-3 DAC                         |  |
| CARLYLE GLOBAL MARKET STRATEGIES EURO CLO 2014-2 DESIGNATED ACTIVITY COMPANY |  |
| CARLYLE GLOBAL MARKET STRATEGIES EURO CLO 2016-2 DAC                         | LANDSDOWNE HOUSE, 57 BERKELEY SQUARE, LONDON W1J 6ER                           |
| CENTAURUS CAPITAL LP   | 27TH FLOOR, 1114 AVENUE OF THE AMERICAS, NEW YORK, NY,                         |

| NAME   | Address/Registered office                            |
|--|--|
|  | 10036-7703   |
| CITIBANK EUROPE PLC                                    | 1 NORTH WALL QUAY, DUBLIN 1                          |
| CITIBANK EUROPE PLC UK BRANCH                          | 390-388 GREENWICH STREET, NEW YORK, 10013-2396       |
| CLARINDA PARK CLO DAC                                  | 9TH & 10TH FLOOR, O'CONNELL BRIDGE, DUBLIN 1         |
| CLONTARF PARK CLO DESIGNATED ACTIVITY COMPANY          |  |
| CASTLE PARK CLO DESIGNATED ACTIVITY COMPANY            |  |
| COMMERZBANK AG-LONDON BRANCH                           | 30 GRESHAM STREET, LONDON EC2P 2XY                   |
| CONTEGO CLO II BV                                      | NEW COURT, ST SWITHIN'S LANE, LONDON EC4N 8AL        |
| CONTEGO CLO III BV                                     |  |
| CONTEGO CLO IV DESIGNATED ACTIVITY COMPANY             |  |
| CONTEGO CLO V DESIGNATED ACTIVITY COMPANY              |  |
| CONTEGO CLO VI DESIGNATED ACTIVITY COMPANY             |  |
| CREDIT SUISSE INTERNATIONAL                            | 1 CABOT SQUARE, LONDON E14 4QJ                       |
| CREDIT SUISSE NOVA (LUX)                               | ONE MADISON AVENUE, NEW YORK, NY, 10010-3603         |
| CREDIT SUISSE NOVA (LUX) EUROPEAN SENIOR LOAN FUND     |  |
| CREDIT SUISSE NOVA (LUX) GLOBAL SENIOR LOAN FUND       |  |
| CVC CORDATUS LOAN FUND III DESIGNATED ACTIVITY COMPANY | 20-22 BEDFORD ROW, LONDON WC1R 4JS                   |
| CVC CORDATUS LOAN FUND IV DCA                          | 42ND FLOOR, 712 5TH AVENUE, NEW YORK, NY, 10019-4154 |
| CVC CORDATUS LOAN FUND IX DAC                          |  |
| CVC CORDATUS LOAN FUND V DESIGNATED ACTIVITY COMPANY   |  |
| CVC CORDATUS LOAN FUND VI DESIGNATED ACTIVITY COMPANY  |  |
| CVC CORDATUS LOAN FUND VIII DAC                        |  |
| CVC CORDATUS LOAN FUND X DESIGNATED ACTIVITY COMPANY   | 111 STRAND, LONDON WC2R 0AG                          |

| NAME   | Address/Registered office                                      |
|--|--|
| CVC CORDATUS LOAN FUND VII DAC   | 20-22 BEDFORD ROW, LONDON WC1R 4JS                             |
| CVC CORDATUS LOAN FUND XI DESIGNATED ACTIVITY COMPANY                                  |  |
| CVC CREDIT EURO YIELD (N) HOLDCO S.A.R.L   |  |
| CVC EUROPEAN CREDIT OPPORTUNITIES SARL ACTING IN RESPECT OF ITS COMPARTMENT A          | 33 BOULEVARD DU PRINCE HENRI, LUXEMBOURG L-1724                |
| CVC EUROPEAN CREDIT OPPORTUNITIES SARL-COMPARTMENT C                                   | 42ND FLOOR, 712 5TH AVENUE, NEW YORK, NY, 10019-4154           |
| C4ELB II SARL  | 5TH FLOOR, OSTER ALLE 56, COPENHAGEN 2100                      |
| DARTRY PARK CLO DAC  | 9TH & 10TH FLOOR, O'CONNELL BRIDGE, DUBLIN 1                   |
| DESJARDINS GLOBAL TACTICAL BOND FUND (FONDS DESJARDINS OBLIGATIONS MONDIALES TACTIQUE) | 650 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-7014        |
| DEUTSCHE BANK AG-LONDON BRANCH   | WINCHESTER HOUSE, 1 GREAT WINCHESTER STREET, LONDON EC2N 2DB   |
| DRYDEN XXVII-R EURO CLO 2017 BV  | GRAND BUILDINGS, 1-3 STRAND, TRAFALGAR SQUARE, LONDON WC2N 5HR |
| DRYDEN 29 EURO CLO 2013 BV   |  |
| DRYDEN 32 EURO CLO 2014 BV   |  |
| DRYDEN 39 EURO CLO 2015 BV   | 7TH FLOOR, 655 BROAD STREET, NEWARK, NJ, 07102-4410            |
| DRYDEN 44 CLO 2015 BV  |  |
| DRYDEN 46 EURO CLO 2016 BV   |  |
| DRYDEN 51 EURO CLO 2017 BV   |  |
| DRYDEN 48 EURO CLO 2016 B.V.   | GRAND BUILDINGS, 1-3 STRAND, TRAFALGAR SQUARE, LONDON          |

| NAME   | Address/Registered office                                  |
|--|--|
| DRYDEN 52 EURO CLO 2017 BV                     | WC2N 5HR   |
| DRYDEN 56 EURO CLO 2017 B.V.                   |  |
| DRYDEN 59 EURO CLO 2017 BV                     |  |
| DRYDEN 62 EURO CLO 2017 B.V.                   |  |
| DRYDEN 66 EURO CLO 2018 BV                     | 7TH FLOOR, 655 BROAD STREET, NEWARK, NJ, 07102-4410        |
| EAST-WEST UNITED BANK SA                       | 10 BOULEVARD JOSEPH II, LUXEMBOURG L-1840                  |
| EATON VANCE FLOATING RATE PORTFOLIO            | TWO INTERNATIONAL PLACE, BOSTON, MA 02110-0                |
| EATON VANCE FLOATING-RATE INCOME TRUST         |  |
| EATON VANCE LIMITED DURATION INCOMEFUND        |  |
| EATON VANCE SENIOR FLOATING-RATE TRUST         |  |
| EATON VANCE SENIOR INCOME TRUST                |  |
| ELM PARK CLO DESIGNATED ACTIVITY COMPANY       | 9TH & 10TH FLOOR, O'CONNELL BRIDGE, DUBLIN 1               |
| ENERGIZER 3 EUR LOAN FUNDING DAC               | 43RD FLOOR, 9 WEST 57TH STREET, NEW YORK, NY, 10019-2706   |
| ERSTE GROUP BANK AG-LONDON BRANCH              | 110 BISHOPSGATE, LONDON EC2N 4AY                           |
| ERSTE GROUP BANK AG-NEW YORK BRANCH            | WEST BUILDING, 280 PARK AVENUE, NEW YORK, NY, 10017        |
| EURO GALAXY VI CLO DESIGNATED ACTIVITY COMPANY | 3RD FLOOR, 280 PARK AVENUE, NEW YORK, NY, 10017-3254       |
| EURO GALAXY VI CLO DESIGNATED ACTIVITY COMPANY | 6TH FLOOR EXCHEQUER COURT, 33 ST MARY AXE, LONDON EC3A 8AA |
| EURO INCOME BOND FUND-(3621)                   | 650 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-7014    |
| EURO-GALAXY III CLO BV                         | 6TH FLOOR EXCHEQUER COURT, 33 ST MARY AXE, LONDON EC3A     |

| NAME  | Address/Registered office   |
|---|---|
|   | 8AA   |
| EURO-GALAXY IV CLO BV   | C/O PINEBRIDGE INVESTMENTS EUROPE L, 6TH FLOOR EXCHEQUER COURT, 33 ST MARY AXE, LONDON EC3A 8AA |
| EURO-GALAXY V CLO B.V.  | 399 PARK AVENUE, 4TH FLOOR, NEW YORK, 10022   |
| EURO-GALAXY VII CLO DESIGNATED ACTIVITY COMPANY                     | 425 WALNUT STREET, CINCINNATI, OH, 45202-3923   |
| EURO-GALAXY VII CLO DESIGNATED ACTIVITY COMPANY                     | 6TH FLOOR EXCHEQUER COURT, 33 ST MARY AXE, LONDON EC3A 8AA                                      |
| FCP AXA GERMANY LEVERAGED LOANS FUND                                | TOUR MAJUNGA, LA DEFENSE 9, 6 PLACE DE LA PYRAMIDE, PUTEAUX 92800                               |
| FCP AXA IM EUROPEAN LOAN FUND                                       | 100 WEST PUTNAM AVENUE, 4TH FLOOR, GREENWICH, CT 06830  |
| FCP COLUMBUS DIVERSIFIED LEVER-AGED LOANS FUND                      |   |
| FCP COLUMBUS GLOBAL DEBT FUND                                       |   |
| FCP SOGECAP DIVERSIFIED LOANS FUNDS                                 |   |
| FCP SCOR EURO LOANS   | 5 AVENUE KLEBER, PARIS 75016  |
| FEDEX CORPORATION EMPLOYEES PENSION TRUST                           | 77 GROSVENOR STREET, GREATER LONDON LONDON W1K 3JR  |
| FID LOANS 1 (IRELAND) LIMITED                                       | NEW COURT, ST SWITHIN'S LANE, LONDON EC4N 8AL   |
| FONDAZIONE ROMA SIF-FONDAZIONE ROMAGLOBAL BOND SATELLITE II (10994) | 650 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-7014   |
| GCA CREDIT OPPORTUNITIES MASTER FUND LIMITED                        | C/O GLOBAL CREDIT ADVISERS LLC, 26TH FLOOR, 101 PARK AVENUE, NEW YORK, NY, 10178-2604           |

| NAME  | Address/Registered office   |
|---|---|
| GENERALI GLOBAL PRIVATE CORPORATE CREDIT FUND                             | 1 BOULEVARD HAUSSMANN, PARIS 75009  |
| GIS INCOME FUND EURO-HEDGED   | 650 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-7014                                       |
| GLG EURO CLO II DAC   | RIVERBANK HOUSE, 2 SWAN LANE, LONDON EC4R 3AD   |
| GLMEUR MS WH DESIGNATED ACTIVITY COMPANY                                  | 300 PARK AVE FL 21, NEW YORK, 10022-7403  |
| GOLDENTREE LOAN MANAGEMENT EUR CLO1 DESIGNATED ACTIVITY COMPANY           |   |
| GOLDMAN SACHS INTERNATIONAL BANK  | PETERBOROUGH COURT, 133 FLEET STREET, LONDON EC4A 2BB   |
| GRAND HARBOUR I BV  | 9TH & 10TH FLOOR, O'CONNELL BRIDGE, DUBLIN 1  |
| GRAND HARBOUR I BV  | THE CENTRE, TIGNE POINT, SLIEMA TPO 0001  |
| GRIFFITH PARK CLO DAC   | 9TH & 10TH FLOOR, O'CONNELL BRIDGE, DUBLIN 1  |
| GROSVENOR PLACE CLO 2015-1 BV   | 4TH FLOOR, 1 STRAND, LONDON WC2N 5HR  |
| HALCYON LOAN ADVISORS EUROPEAN FUNDING 2017-2 DESIGNATED ACTIVITY COMPANY | C/O MAPLES FIDUCIARY SERVICES (DELA, SUITE 302, 4001 KENNETT PIKE, WILMINGTON, DE, 19807-2039 |
| HALCYON LOAN ADVISORS EUROPEAN FUNDING 2014 BV                            |   |
| HALCYON LOAN ADVISORS EUROPEAN FUNDING 2016 DESIGNATED ACTIVITY COMPANY   |   |
| HALCYON LOAN ADVISORS EUROPEAN FUNDING 2017-1 DAC                         |   |
| HALCYON LOAN ADVISORS EUROPEAN FUNDING 2018-1 DAC                         |   |
| HARVEST CLO IX DESIGNATED ACTIVITY COMPANY                                |   |
| HARVEST CLO VIII DAC  | 16 PALACE STREET, LONDON SW1E 5JD   |
| HARVEST CLO X DESIGNATED ACTIVITY COMPANY                                 |   |

| NAME   | Address/Registered office                                       |
|--|---|
| HARVEST CLO XI DESIGNATED ACTIVITY COMPANY   |   |
| HARVEST CLO XIX DESIGNATED ACTIVITY COMPANY  |   |
| HARVEST CLO XV DAC   |   |
| HARVEST CLO XVI DESIGNATED ACTIVITY COMPANY  |   |
| HARVEST CLO XVII DAC   |   |
| HARVEST CLO XVIII DESIGNATED ACTIVITY COMPANY  |   |
| HARVEST CLO XX DESIGNATED ACTIVITY COMPANY   |   |
| HOLLAND PARK CLO DESIGNATED ACTIVITY COMPANY   | 9TH & 10TH FLOOR, O'CONNELL BRIDGE, DUBLIN 1                    |
| HSBC BANK PLC  | 8-14 CANADA SQUARE, LONDON E14 5HQ                              |
| ICG EUROPEAN SENIOR LOAN FUND DAC  | 600 LEXINGTON AVENUE, 24TH FLOOR, NEW YORK, 10022               |
| ICG SENIOR DEBT PARTNERS SVI ACT-INGIN RESPECT OF EACH OF THE PRESENT& FUTURE SERIES OF COMPART-MENT TEN   |   |
| ICG SENIOR DEBT PARTNERS SVI ACT-INGIN RESPECT OF SYNDICATED LOAN SUB-COMPARTMENT OF CO-OP SECURED FINANCE |   |
| INDIANA PUBLIC RETIREMENT SYSTEM   | 27TH FLOOR, 1114 AVENUE OF THE AMERICAS, NEW YORK, 10036-7703   |
| INDIANA PUBLIC RETIREMENT SYSTEM   | 28TH FLOOR, 333 SOUTH GRAND AVENUE, LOS ANGELES, CA, 90071-1504 |
| INTERNATIONALE KAG MBH FOR ACCOUNT OF INKA L   | 10 BRESSENDEN PLACE, LONDON SW1E 5DH                            |

| NAME   | Address/Registered office   |
|--|---|
| INTERNATIONALE KAG MBH FOR ACCOUNT OF INKA L   | 28TH FLOOR, 333 SOUTH GRAND AVENUE, LOS ANGELES, CA, 90071-1504       |
| INTERNATIONALE KAG MBH FOR ACCOUNT OF INKA GOPK SEGMENT GOPK HY                            | 7TH FLOOR, 655 BROAD STREET, NEWARK, NJ, 07102-4410                   |
| INTERNATIONALE KAG MBH FOR ACCOUNT OF GOTH LOANS   |   |
| INVESCO BANK LOAN FUND A SERIES TRUST OF MULTI-MANAGER GLOBAL INVESTMENT TRUST             | SUITE 1800, 1555 PEACHTREE STREET NORTH EAST, ATLANTA, GA, 30309-2460 |
| INVESCO BANK LOAN FUND SERIES 2 A SERIES TRUST OF MULTI-MANAGER GLOBAL INVESTMENT          |   |
| INVESCO DYNAMIC CREDIT OPPORTUNITIES FUND  | 522 5TH AVENUE, 6TH FLOOR, NEW YORK, 10036-7601                       |
| INVESCO FLOATING RATE FUND   | SUITE 1800, 1555 PEACHTREE STREET NORTH EAST, ATLANTA, GA, 30309-2460 |
| INVESCO LEVERAGED LOAN FUND 2016 A SERIES TRUST OF GLOBAL MULTI PORTFOLIO INVESTMENT TRUST |   |
| INVESCO LOAN FUND SERIES 3 A SERIES TRUST OF MULTI-MANAGER GLOBAL INVESTMENT TRUST         |   |
| INVESCO LOAN FUND SERIES 4 A SERIES TRUST OF MULTI-MANAGER GLOBAL INVESTORS TRUST          |   |
| INVESCO SENIOR INCOME TRUST  |   |

| NAME   | Address/Registered office   |
|--|---|
| INVESCO SENIOR LOAN FUND   |   |
| INVESCO SENIOR LOAN FUND   | SUITE 1000, 11 GREENWAY PLAZA, HOU-STON, TX, 77046-1100               |
| INVESCO ZODIAC FUNDS - INVESCO EUROPEAN SENIOR LOAN SELECT FUND                        | 27TH FLOOR, 1166 AVENUE OF THE AMERICAS, NEW YORK, NY, 10036-2719     |
| INVESCO ZODIAC FUNDS - INVESCO GLOBAL SENIOR LOAN SELECT FUND                          |   |
| INVESCO ZODIAC FUNDS-INVESCO EU-ROPEAN SENIOR LOAN FUND                                | AVENUE JF KENNEDY 37A, LUXEMBOURG 1855                                |
| INVESCO ZODIAC FUNDS-INVESCO US SENIOR LOAN FUND                                       | SUITE 1800, 1555 PEACHTREE STREET NORTH EAST, ATLANTA, GA, 30309-2460 |
| JANUS HENDERSON EURO SECURED LOANS FUND  | 201 BISHOPSGATE, LONDON EC2M 3AE                                      |
| JEFFERIES INTERNATIONAL LIMITED  | VINTNERS PLACE, 68 UPPER THAMES STREET, LONDON EC4V 3BJ               |
| JP MORGAN SECURITIES PLC   | 25 BANK STREET, CANARY WHARF, LONDON E14 5JP                          |
| KAPITALFORENINGEN INDUSTRIENS<br>PENSION PORTFOLIO, INVESTMENT<br>GRADE OBLIGATIONER I | 650 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-7014               |
| KKR EUROPEAN CREDIT OPPORTUNITIES FUND II DESIGNATED<br>ACTIVITY COMPANY               | 75 ST STEPHENS GREEN, DUBLIN 2  |
| LAURELIN 2016-1 DESIGNATED ACTIVITY COMPANY  | 300 PARK AVE FL 21, NEW YORK, 10022-7403                              |
| LEHIGH VALLEY HOSPITAL INC   | 650 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-7014               |

| NAME   | Address/Registered office   |
|--|---|
| LLOYDS BANK PENSION SCHEME NO 1-(7667)           |   |
| LLOYDS BANK PENSION SCHEME NO 2-(7668)           |   |
| M&G ACTIVE EUROPEAN LOAN FUND                    |   |
| M&G BROAD EUROPEAN LOAN FUND LTD                 | C/O M&G INVESTMENT MANAGEMENT LIMIT, LAURENCE POUNTNEY HILL, LON-DON EC4R 0HH |
| M&G EUROPEAN LOAN FUND LTD                       |   |
| M & G ZETA EUROPEAN LOAN FUND LIMITED            |   |
| M&G FOCUSED EUROPEAN LOAN FUND LTD               | GOVERNORS HOUSE, 5 LAURENCE POUNTNEY HILL, LONDON EC4R 0HH                    |
| M&G INDEPENDENT EUROPEAN LOAN FUND LIMITED       |   |
| M&G MANAGED EUROPEAN LOAN FUND LIMITED           |   |
| M&G VERSATILE EUROPEAN LOAN FUND LIMITED         |   |
| M&G SLK EUROPEAN LOAN FUND LTD                   | 78 SIR JOHN ROGERSON'S QUAY, DUBLIN 2   |
| MAN GLG EURO CLO I DESIGNATED ACTIVITY COMPANY   | RIVERBANK HOUSE, 2 SWAN LANE, LONDON EC4R 3AD                                 |
| MAN GLG EURO CLO III DESIGNATED ACTIVITY COMPANY |   |
| MAN GLG EURO CLO IV DESIGNATED ACTIVITY COMPANY  |   |
| MARKS & SPENCER PENSION SCHEME                   | 650 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-7014                       |
| MATIGNON DERIVATIVES LOANS UNLIMITED COMPANY     | TOUR MAJUNGA, LA DEFENSE 9, 6 PLACE DE LA PYRAMIDE, PUTEAUX 92800             |
| MATIGNON LEVERAGED LOANS LIMITED                 |   |
| MATIGNON LOANS FUND                              |   |
| MATIGNON LOANS IARD FUND                         | 100 WEST PUTNAM AVENUE, 4TH FLOOR, GREENWICH CT 06830                         |

| NAME  | Address/Registered office                                       |
|---|---|
| MCH SARL  | 77 GROSVENOR STREET, LONDON W1K 3JR                             |
| METROPOLITAN LIFE INSURANCE COMPANY   | 200 PARK AVENUE, NEW YORK, 10166                                |
| METROPOLITAN LIFE INSURANCE COMPANY   |   |
| MILLTOWN PARK CLO DAC   | 9TH & 10TH FLOOR, O'CONNELL BRIDGE, DUBLIN 1                    |
| MISSOURI EDUCATION PENSION TRUST  | 28TH FLOOR, 333 SOUTH GRAND AVENUE, LOS ANGELES, CA, 90071-1504 |
| MORGAN STANLEY BANK INTERNATIONAL LIMITED                                       | 25 CABOT SQUARE, LONDON E14 4QA                                 |
| MORGAN STANLEY GLOBAL FIXED INCOME OPPORTUNITIES FUND                           | 522 5TH AVENUE, 6TH FLOOR, NEW YORK, 10036-7601                 |
| MULTIFLEX SICAV - GLOBAL MULTI-ASSET INCOME FUND                                | 650 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-7014         |
| MUZINICH & COMPANY (IRELAND) LIMITED FOR THE ACCOUNT MUZINICH EUROPE YIELD FUND | FLOOR 18, 450 PARK AVENUE, NEW YORK, 10022-2692                 |
| MUZINICH HIGH GRADE LOANS FINANCE LIMITED                                       |   |
| NATIONAL RAILROAD RETIREMENT INVESTMENT TRUST                                   | 77 GROSVENOR STREET, LONDON W1K 3JR                             |
| NEUBERGER BERMAN EUROPEAN CLO IV DESIGNATED ACTIVITY COMPANY                    | 190 SOUTH LASALLE STREET, SUITE 2400, CHICAGO, IL 60603-0       |
| NB GLOBAL FLOATING RATE INCOME FUND(LUX) 2 SARL                                 | 1290 AVENUE OF THE AMERICAS, NEW YORK, NY, 10104-6178           |
| NEUBERGER BERMAN EUROPEAN SENIOR FLOATING RATE INCOME FUND                      |   |
| NEUBERGER BERMAN INVESTMENT FUNDS II PLC  |   |
| NEUBERGER BERMAN HIGH QUALITY GLOBAL SENIOR FLOATING RATE INCOME FUND           | 1290 6TH AVENUE, 25TH FLOOR, NEW YORK, 10104                    |

| NAME   | Address/Registered office                                |
|--|--|
| NEUBERGER BERMAN INVESTMENT FUNDS II PLC-NEUBERGER BERMAN US/EUROPEAN SENIOR FLOATING RATE INCOME FUND |  |
| NEUBERGER BERMAN INVESTMENT FUNDS II PLC – NEUBERGER BERMAN GLOBAL SENIOR FLOATING RATE INCOME FUND    |  |
| NEW PLACE INVESTMENTS SARL – COMPARTMENT DELO SENIOR LOAN  | NEW COURT, ST SWITHIN'S LANE LONDON EC4N 8AL             |
| NEW PLACE INVESTMENTS SARL- COMPARTMENT OBERON BCF   |  |
| NEWHAVEN CLO DAC   | 37TH FLOOR, 200 CLARENDON STREET, BOSTON, MA, 02116-5042 |
| NEWHAVEN II CLO DESIGNATED ACTIVITY COMPANY  |  |
| NN (L) FLEX-SENIOR LOANS   | 5780 POWERS FERRY RD, SUITE 300, ATLANTA, GA 30327-4     |
| NN (L) FLEX-SENIOR LOANS SELECT  |  |
| NOMURA INTERNATIONAL PLC   | 1 ANGEL LANE, LONDON EC4R 3AB                            |
| NORTH WESTERLY CLO IV 2013 BV  | CLAUDE DEBUSSYLAAN 18, AMSTERDAM 1082 MD                 |
| NORTH WESTERLY V.B.V.  | CARNEGIEPLEIN 4, S'GRAVENHAGE (THE HAGUE), 2517 KJ       |
| NORTHEAST LOANS SARL   | NEW COURT, ST SWITHIN'S LANE, LONDON EC4N 8AL            |
| NORTHILL GLOBAL ALTERNATIVE FUNDS ICAV CAPITAL FOUR-DP LOAN FUND                                       | 5TH FLOOR, OSTER ALLE 56, COPENHAGUE, 2100               |
| NORTHWESTERN MUTUAL SERIES FUND INC  | 650 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-7014  |
| NOVA SCOTIA PUBLIC SERVICE SUPERANNUATION FUND   |  |
| NOVA SCOTIA TEACHERS PENSION FUND  |  |

| NAME  | Address/Registered office   |
|---|---|
| NP EUROPE LOAN MANAGEMENT I DAC                                   | 3RD FLOOR, 280 PARK AVENUE, NEW YORK, NY, 10017-3254              |
| OAK HILL EUROPEAN CREDIT PARTNERS III DESIGNATED ACTIVITY COMPANY | 27TH FLOOR, 1114 AVENUE OF THE AMERICAS, NEW YORK, NY, 10036-7703 |
| OAK HILL EUROPEAN CREDIT PARTNERS IV DESIGNATED ACTIVITY COMPANY  |   |
| OAK HILL EUROPEAN CREDIT PARTNERS V DESIGNATED ACTIVITY COMPANY   |   |
| OAK HILL EUROPEAN CREDIT PARTNERS VI DESIGNATED ACTIVITY COMPANY  |   |
| OAK HILL EUROPEAN CREDIT PARTNERS VII DESIGNATED ACTIVITY COMPANY |   |
| OAKTREE EUROPEAN CREDIT SARL                                      | 28TH FLOOR, 333 SOUTH GRAND AVENUE, LOS ANGELES, CA, 90071-1504   |
| OAKTREE EUROPEAN SENIOR LOAN SARL                                 |   |
| OBERON CREDIT INVESTMENT II SA                                    | NEW COURT, ST SWITHIN'S LANE, LONDON EC4N 8AL                     |
| OBERON CREDIT INVESTMENT III S.A.R.L.                             |   |
| OCP EURO CLO 2017-1 DESIGNATED ACTIVITY COMPANY                   | SUITE 100, 910 SYLVAN AVENUE, ENG-LEWOOD CLIFFS, NJ 07632-3       |
| OCP EURO CLO 2017-2 DESIGNATED ACTIVITY COMPANY                   |   |
| ORWELL PARK CLO DAC   | 9TH & 10TH FLOOR, O'CONNELL BRIDGE, DUBLIN 1                      |
| OZLME II DESIGNATED ACTIVITY COMPANY                              | 39TH FLOOR, 9 WEST 57TH STREET, NEW YORK, 10019                   |
| OZLME BV  | 40 ARGYLL STREET, LONDON W1F 7EB                                  |
| OZLME III DESIGNATED ACTIVITY COMPANY                             |   |
| OZLME IV DESIGNATED ACTIVITY COMPANY                              | 39TH FLOOR, 9 WEST 57TH STREET, NEW YORK, 10019                   |

| NAME  | Address/Registered office  |
|---|--|
| PALMERSTON PARK CLO DESIGNATED ACTIVITY COMPANY   | 31ST FLOOR, 345 PARK AVENUE, NEW YORK, NY, 10154-3000              |
| PARTNER REINSURANCE EUROPE SE   | 4TH FLOOR, DEVONSHIRE HOUSE, 1 MAY-FAIR PLACE, LONDON W1J 8AJ      |
| PENSIONDANMARK PEN-SIONSFORSIKRINGSAKTIESELSKAB   | 1 CABOT SQUARE, LONDON E14 4QJ                                     |
| PHOENIX PARK CLO DESIGNATED ACTIVITY COMPANY  | 9TH & 10TH FLOOR, O'CONNELL BRIDGE, DUBLIN 1                       |
| PI SOLUTIONS-GLOBAL FLOATING RATE INCOME  | 60 STATE STREET, BOSTON, MA, 02109-1820                            |
| PIMCO CORPORATE & INCOME OPPORTUNITY FUND-(2492)  | SUITE 300, 840 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-6310 |
| PIMCO FUNDS DIVERSIFIED INCOME FUND-744   |  |
| PIMCO FUNDS GLOBAL INVESTORS SE-RIES PLC DIVERSIFIED IN-(14689)                                   |  |
| PIMCO GIS DIVERSIFIED INCOME FUND-(4689)  |  |
| PIMCO GLOBAL INVESTMENT GRADE CREDIT FUND-(3683)  |  |
| PIMCO MONTHLY INCOME FUND (CANADA)-1747   |  |
| PIMCO CAYMAN BB LOAN FUND JPY HEDGE 2018 - A SERIES TRUST OF MULTI MANAGER GLOBAL INVESTORS TRUST |  |
| PIMCO GIS EURO CREDIT FUND  | 650 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-7014            |
| PIMCO INCOME FUND (MULTI SECTOR)-(768)  |  |
| PINEBRIDGE EURO S.A.R.L   |  |
| PINEBRIDGE SARL   | 399 PARK AVENUE, 4TH FLOOR, NEW YORK, 10022                        |
| PIONEER INVESTMENTS DIVERSIFIED LOANS FUND  | 60 STATE STREET, BOSTON, MA, 02109-1820                            |

| NAME  | Address/Registered office                                       |
|---|---|
| PRAMERICA EUROPEAN LOAN OPPORTUNITIES LIMITED             | GRAND BUILDINGS, 1-3 STRAND, TRAFALGAR SQUARE, LONDON WC2N 5HR  |
| PRAMERICA GLOBAL LOAN OPPORTUNITIES LIMITED               | 751 BROAD STREET, NEWARK, NJ 07102-3                            |
| PRAMERICA LOAN OPPORTUNITIES LIMITED                      | 7TH FLOOR, 655 BROAD STREET, NEWARK, NJ, 07102-4410             |
| PROVIDUS CLO I DESIGNATED ACTIVITY COMPANY                | 80 PALL MALL, LONDON SW1Y 5ES                                   |
| PROVIDUS CLO II DESIGNATED ACTIVITY COMPANY               |   |
| PRUDENTIAL GLOBAL SHORT DURATION HIGH YIELD FUND          | 7TH FLOOR, 655 BROAD STREET, NEWARK, NJ, 07102-4410             |
| PTRS EUROLF 8 DAC   | 5TH FLOOR, 80 VICTORIA STREET, LONDON SW1 E5JL                  |
| PTRS EUROLF 9 DESIGNATED ACTIVITY COMPANY                 |   |
| PURPLE FINANCE CLO 1 DAC                                  | 21 QUAI D'AUSTERLITZ, CEDEX 13, PARIS 75013                     |
| QUAESTIO ALTERNATIVE FUNDS SCA SICAV-FIS                  | 100 WEST PUTNAM AVENUE, 4TH FLOOR, GREENWICH, CT 06830          |
| QUAMVIS S.C.A. SICAV-FIS                                  | 1290 AVENUE OF THE AMERICAS, NEW YORK, NY, 10104-6178           |
| QUAMVIS SCA SICAV-FIS CMAB -SIF CREDIT MULTI ASSET POOL B | 38TH FLOOR, ONE BRYANT PARK, NEW YORK, NY, 10036-6715           |
| RICHMOND PARK CLO DESIGNATED ACTIVITY COMPANY             | 9TH & 10TH FLOOR, O'CONNELL BRIDGE, DUBLIN 1                    |
| RIO TINTO PENSION FUND                                    | 650 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-7014         |
| RIO TINTO 2009 PENSION FUND                               |   |
| RIVERNORTH/OAKTREE HIGH INCOME FUND                       | 28TH FLOOR, 333 SOUTH GRAND AVENUE, LOS ANGELES, CA, 90071-1504 |
| ROCKFORD TOWER EUROPE CLO 2018-1 DAC                      | 30TH FLOOR, 65 EAST 55TH STREET, NEW YORK, NY, 10022-3358       |
| RYE HARBOUR CLO DAC                                       | 37TH FLOOR, 200 CLARENDON STREET, BOSTON, MA, 02116-5042        |

| NAME   | Address/Registered office   |
|--|---|
| SANTA MARIA LOANS S.A.R.L.   | NEW COURT, ST SWITHIN'S LANE, LONDON EC4N 8AL                                 |
| SCOR EURO LOANS IV   | 5 AVENUE KLEBER, PARIS 75016  |
| SENIOR DEBT PORTFOLIO  | 2 INTERNATIONAL PLACE, BOSTON, MA, 02110-4108                                 |
| SHELL PENSIONS TRUST LIMITED AS TRUSTEE OF THE SHELL CONTRIBUTORY PENSION FUND             | YORK ROAD, SHELL CENTRE, LONDON SE1 7NA                                       |
| SMTB EUROPEAN LOAN FUND LIMITED  | TOUR MAJUNGA, LA DEFENSE 9, 6 PLACE DE LA PYRAMIDE, PUTEAUX 92800             |
| SOCIETE GENERALE SA-LONDON BRANCH  | SG HOUSE, 41 TOWER HILL, LONDON EC3N 4SG                                      |
| SORRENTO PARK CLO DAC  | 9TH & 10TH FLOOR, O'CONNELL BRIDGE, DUBLIN 1                                  |
| SOUND POINT EURO CLO I FUNDING DESIGNATED ACTIVITY COMPANY                                 | 33RD FLOOR, 375 PARK AVENUE, NEW YORK, 10152-0002                             |
| SPECIALIST INVESTMENT FUNDS (1) PUBLIC LIMITED COMPANY-M&G CONSERVATIVE EUROPEAN LOAN FUND | 78 SIR JOHN ROGERSON'S QUAY, DUBLIN 2   |
| ST PAULS CLO II DAC  | 600 LEXINGTON AVENUE, 24TH FLOOR, NEW YORK, 10022                             |
| ST PAULS CLO IV DAC  |   |
| ST PAULS CLO V LIMITED   |   |
| ST PAULS CLO IX DESIGNATED ACTIVITY COMPANY  | JUXON HOUSE, 100 ST PAUL'S CHURCH-YARD, LONDON EC4M 8BU                       |
| ST PAULS CLO VI DAC  |   |
| ST PAULS CLO VII DAC   |   |
| STATE BANK OF INDIA  | REPRESENT CORPORATE CENTRE, MADAM CAMA ROAD, STATE BANK BHAVAN, MUMBAI 400021 |
| STATE BANK OF INDIA (LONDON)   |   |

| NAME   | Address/Registered office   |
|--|---|
| STATE BANK OF INDIA (UK) LIMITED   | 650 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-7014                               |
| STATE BANK OF INDIA, ANTWERP BRANCH  |   |
| STATE OF HAWAII EMPLOYEES' RETIREMENT SYSTEM   |   |
| STICHTING BEDRIJFSPENSIOENFONDS VOOR DE AGRAR  | 20 CHURCHILL PLACE, CANARY WHARF, LONDON E14 5HJ                                      |
| STATE STREET BANK INTERNATIONAL GMBH   |   |
| STCH DELA DEPOSITARY & MANAGEMENT  |   |
| STICHTING BEDRIJFSTAKPENSIOEN-FONDSVOOR HET BEROEP   | GRAND BUILDINGS, 1-3 STRAND, TRAFALGAR SQUARE, LONDON WC2N 5HR                        |
| STICHTING DEPOSITARY APG FIXED INCOME CREDITS POOL   | 77 GROSVENOR STREET, LONDON W1K 3JR   |
| STICHTING PENSIOENFONDS HOOGOV-ENS-OAKTREE MANAGEMENT  | OUDE LINDESTRAAT 70, HEERLEN 6411 EJ  |
| STICHTING SHELL PENSIOENFONDS  | 28TH FLOOR, 333 SOUTH GRAND AVENUE, LOS ANGELES, CA, 90071-1504                       |
| SUTTON PARK CLO DESIGNATED ACTIVITY COMPANY  | GOVERNORS HOUSE, 5 LAURENCE POUNTNEY HILL, LONDON EC4R 0HH                            |
| SWISS CAPITAL ALTERNATIVE STRATEGIES FUNDS SPC FOR THE ACCOUNT OF ITSSC ALTERNATIVE STRATEGY 3 SP SEGREG | 9TH & 10TH FLOOR, O'CONNELL BRIDGE, DUBLIN 1  |
| SWISS LIFE LOAN FUND (LUX) - SENIOR SECURED LOANS II   | C/O GLOBAL CREDIT ADVISERS LLC, 26TH FLOOR, 101 PARK AVENUE, NEW YORK, NY, 10178-2604 |
| SWISS LIFE LOAN FUND (LUX) - SENIOR SECURED LOANS III  |   |
| SWISS LIFE LOAN FUND (LUX) - SENIOR SECURED LOANS V  |   |
| TCF LOAN WAREHOUSE 1 DESIGNATED ACTIVITY COMPANY   | GENERAL GUIBAN-QUAI 40, ZURICH 8002   |
| THE BOARD OF THE PENSION PROTECTION FUND   | 5TH FLOOR, 80 VICTORIA STREET, LONDON SW1 E5JL  |
|  | 650 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-7014                               |

| NAME   | Address/Registered office                                  |
|--|--|
| THE DREYFUS/LAUREL FUNDS INC-<br>DREYFUS FLOATING RATE INCOME FUND     | 7TH FLOOR, 200 PARK AVENUE, NEW YORK, NY, 10166-0090       |
| THE GAMMA EUROPEAN LOAN FUND   | GOVERNORS HOUSE, 5 LAURENCE POUNTNEY HILL, LONDON EC4R 0HH |
| THE PRUDENTIAL ASSURANCE COMPANY LIMITED (PAC)                         |  |
| THE ROYAL BANK OF SCOTLAND GROUP PENSION FUND                          | 650 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-7014    |
| TIKEHAU CLO BV   | 134 BOULEVARD HAUSSMANN, PARIS 75008                       |
| TIKEHAU CLO II BV  | 6TH FLOOR, 35 KING STREET, LONDON EC2V 8EH                 |
| TIKEHAU CLO III BV   |  |
| TIKEHAU CLO IV BV  |  |
| TORO EUROPEAN CLO 2 DESIGNATED ACTIVITY COMPANY                        | 5TH FLOOR, 80 VICTORIA STREET, LONDON SW1 E5JL             |
| TORO EUROPEAN CLO 2 DESIGNATED ACTIVITY COMPANY                        |  |
| TORO EUROPEAN CLO 3 DESIGNATED ACTIVITY COMPANY                        |  |
| TORO EUROPEAN CLO 4 DAC  |  |
| TORO EUROPEAN CLO 5 DAC  |  |
| TORO EUROPEAN CLO 6 DAC  |  |
| TYMON PARK CLO DESIGNATED ACTIVITY COMPANY                             | 9TH & 10TH FLOOR, O'CONNELL BRIDGE, DUBLIN 1               |
| UBS EUROPE SE  | 5 BROADGATE, LONDON EC2M 2QS                               |
| UNITED CHURCH OF CANADA PENSION FUND-(1734)                            | 650 NEWPORT CENTER DRIVE, NEWPORT BEACH, CA, 92660-7014    |
| UNIVERSAL-INVESTMENT GMBH W/BAYVK R1-FONDS SEGMENT<br>BAYVK R1 BARINGS | 1500 MAIN STREET, SPRINGFIELD, 1111                        |

| <b>NAME</b>  | <b>Address/Registered office</b>                       |
|--|--|
| UNIVERSAL-INVESTMENT GMBH W/BAYVK R2-FONDS SEGMENT<br>BAYVK R2 BARINGS |  |
| VOYA EURO CLO I 2017 DESIGNATED ACTIVITY COMPANY                       | 5780 POWERS FERRY RD, SUITE 300, ATLANTA, GA 30327-4   |
| WELLS FARGO BANK NA  | 101 NORTH PHILLIPS AVENUE, SIOUX FALLS, SD, 57104-6738 |
| WILLOW PARK CLO DESIGNATED ACTIVITY COMPANY                            | 30 HERBERT STREET, DUBLIN 2                            |

**E. Les Contreparties (*Hedging Counterparties*) aux Contrats de Couverture (*Hedging Agreements*, tel que défini dans la Convention Intercréanciers) :**

| NAME                                    | Address/Registered office                                  |
|---|--|
| Barclays Bank PLC                       | 5 The North Colonnade<br>Canary Wharf<br>London<br>E14 4BB |
| Morgan Stanley & Co. International PLC. | Cabot Square, Canary Wharf<br>London E14 4QA<br>England    |

**F. Les Banques de Gestions de Trésorerie (*Cash Management Banks*, tel que défini dans la Convention Intercréanciers)**

| NAME | Address/Registered office |
|------|---------------------------|
| None | N/A                       |

**II. Les Créanciers au titre des Obligations Senior Initiales Mai 2015 (*Original Senior Secured Notes May 2015 Creditors*, tel que défini dans la Convention de Nantissement de Huitième Rang) :**

**A. L'Agent Fiduciaire des Sûretés (*Security Trustee*) au titre des Documents Relatifs aux Obligations Senior Initiales Mai 2015 (*Original Senior Secured Notes May 2015 Documents*, tel que défini dans la Convention de Nantissement de Huitième Rang) :**

| NAME              | Address/Registered office   |
|-------------------|---|
| Barclays Bank PLC | 5 The North Colonnade<br>London E14 4BB<br>Canary Wharf<br>United Kingdom |

**B. L'Agent Fiduciaire au titre des Obligations Senior Initiales Mai 2015 (*Original Senior Secured Notes Trustee May 2015*, tel que défini dans la Convention de Nantissement de Huitième Rang) :**

| NAME                                       | Address/Registered office                             |
|--|---|
| The Bank of New York Mellon, London Branch | One Canada Square<br>London E14 5AL<br>United Kingdom |

**III. Les Créanciers au titre des Obligations Senior Initiales Novembre 2017 (*Original Senior Secured Notes November 2017 Creditors*, tel que défini dans la Convention de Nantissement de Huitième Rang) :**

**A. L'Agent Fiduciaire des Sûretés (*Security Trustee*) au titre des Documents Relatifs aux Obligations Senior Initiales Novembre 2017 (*Original Senior Secured Notes November 2017 Documents*, tel que défini dans la Convention de Nantissement de Huitième Rang) :**

| NAME              | Address/Registered office   |
|-------------------|---|
| Barclays Bank PLC | 5 The North Colonnade<br>London E14 4BB<br>Canary Wharf<br>United Kingdom |

**B. L'Agent Fiduciaire au titre des Obligations Senior Initiales Novembre 2017 (*Original Senior Secured Notes November 2017 Trustee*, tel que défini dans la Convention de Nantissement de Huitième Rang) :**

| NAME                                       | Address/Registered office                             |
|--|---|
| The Bank of New York Mellon, London Branch | One Canada Square<br>London E14 5AL<br>United Kingdom |

*Translation for information purposes only*

**STATEMENT OF EIGHTH RANKING FINANCIAL  
SECURITIES ACCOUNT PLEDGE**

This statement of pledge is governed by  
article L.211-20 of the French *Code monétaire et financier*

**PLEDGOR:**

**INEOS INVESTMENTS INTERNATIONAL LIMITED**, a company incorporated under the laws of England and Wales, having its registered office at Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, United Kingdom, registered under number 3938607,

(hereinafter, the "**Pledgor**").

**EIGHTH RANKING SECURED PARTIES:**

1. **BARCLAYS BANK PLC**, a company having its registered office at 5 The North Colonnade, Canary Wharf, E14 4BB, London, England, acting in its own name and for its own account and in the name and on behalf of the other Eighth Ranking Secured Parties (as defined in below) as (i) Administrative Agent and Security Agent under the senior facilities agreement dated 27 April 2012 (as amended from time to time, including by an amendment dated 8 May 2013, an amendment dated 21 February 2014, an amendment dated 24 November 2014, a joinder agreement dated 31 March 2015, an amendment agreement dated 5 June 2015, a joinder and amendment agreement dated 28 February 2017 and a joinder and amendment agreement dated 3 November 2017 (the "**Senior Facilities Agreement**")), (ii) Security Agent under the loan agreement dated 22 March 2019 (the "**Schuldschein Loan Agreement**") and (iii) and as Senior Security Agent under the Intercreditor Deed (as defined in the Eighth Ranking Pledge Agreement (as defined below));

(the "**Agent**" or the "**Security Agent**"),

2. The banks, the financial establishments and the other financial institutions acting as Lenders (as defined in the Senior Facilities Agreement) under the Senior Facilities Agreement;
3. The banks, the financial establishments and the other financial institutions acting as Hedging Counterparties to the Hedging Agreements (as defined in the Intercreditor Deed) under the Intercreditor Deed; and
4. The banks, the financial establishments and the other financial institutions acting as Cash Management Banks under the Intercreditor Deed;

(the entities listed from paragraphs 2 to 4 being hereinafter referred to as the "**Senior Finance Parties**", as defined in the Intercreditor Deed),

5. **BARCLAYS BANK PLC**, a company having its registered office at 5 The North Colonnade, Canary Wharf, E14 4BB, London, United Kingdom as Security Trustee

under and as defined in (i) the Original Senior Secured Notes May 2015 Documents (as defined in the Eighth Ranking Pledge Agreement) and (ii) the Original Senior Secured Notes November 2017 Documents (as defined in the Eighth Ranking Pledge Agreement);

6. any bank, the financial establishment or any other financial institution acting as (i) Original Senior Secured Notes May 2015 Trustee (as defined in the Eighth Ranking Pledge Agreement), and/or (ii) Original Senior Secured Notes November 2017 Trustee (as defined in the Eighth Ranking Pledge Agreement), and/or (iii) Original Senior Secured Notes May 2015 Creditor (as defined in the Eighth Ranking Pledge Agreement), and/or (iv) Original Senior Secured Notes November 2017 Creditor (as defined in the Eighth Ranking Pledge Agreement); under the Senior Secured Notes Documents (as defined in the Eighth Ranking Pledge Agreement);
7. any bank, the financial establishment or any other financial institution acting as Additional Senior Secured Notes Trustee (as defined in the Eighth Ranking Pledge Agreement) under the Additional Senior Secured Notes Documents (as defined in the Eighth Ranking Pledge Agreement);
8. the banks, the financial establishments and the other financial institutions acting as Additional Senior Secured Notes Creditors (as defined in the Eighth Ranking Pledge Agreement),

(the entities listed in paragraphs 5, 6, 7 and 8 being hereinafter referred to as the "**Senior Secured Notes Creditors**", as defined in the Eighth Ranking Pledge Agreement),

9. the banks, the financial establishments and the other financial institutions acting as Second Secured Creditors (as defined in the Eighth Ranking Pledge Agreement) (hereinafter referred to as the "**Second Secured Creditors**", as defined in the Intercreditor Deed),
10. the banks, the financial establishments and the other financial institutions acting as Additional Senior Finance Parties (as defined in the Eighth Ranking Pledge Agreement), including the lenders under the Schuldschein Loan Agreement;
11. the banks, the financial establishments and the other financial institutions acting as Receivers (as defined in the Eighth Ranking Pledge Agreement); and
12. the banks, the financial establishments and the other financial institutions acting as Delegates (as defined in the Eighth Ranking Pledge Agreement);

(the Agent, the Security Agent, the Senior Finance Parties, the Senior Secured Notes Creditors, the Second Secured Creditors, the Additional Senior Finance Parties, the Receivers and the Delegates, together with their assignees, successors or transferees, the "**Eighth Ranking Secured Parties**", the Eighth Ranking Secured Parties being on the date hereof the entities listed in Schedule A (*List of the Eighth Ranking Secured Parties on the Signing Date*)),

## SECURED INDEBTEDNESS:

- Nature: all money or liabilities due, owing or incurred to any Eighth Ranking Secured Party (including to the Security Agent in its capacity as Security Trustee (as such term is defined in the Original Senior Secured Indenture May 2015) pursuant to (i) Section 14.09 (*Parallel Debt*) of the Original Senior Secured Indenture May 2015, (ii) any similar provision under the Original Senior Secured Indenture November 2017, (iii) any similar provision under the Senior Facilities Agreement, (iv) any similar provisions under any Additional Senior Facilities Agreement (including the Schuldschein Loan Agreement), (v) any similar provisions under any Additional Senior Secured Indenture), in each case by the Pledgor and/or any Group Company or any other grantor of Transaction Security under any Secured Document (including under the Schuldschein Guaranty, and, without limitation, under any amendments, supplements or restatements of any Secured Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities or any issuances of additional notes (in each case, to the extent permitted under the Secured Documents) at present or in the future, in any manner whether actual or contingent, matured or unmatured, liquidated or unliquidated, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon (both before and after judgment) and including all liabilities in connection with any notes, bills or other instruments accepted by any Eighth Ranking Secured Party for or at the request of a Group Company, and all losses incurred by any Eighth Ranking Secured Party in connection with any Secured Document (including, without limitation, under any amendments, supplements or restatements of any Secured Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities or any issuances of additional notes (in each case, to the extent permitted under the Secured Documents); plus all interest, late payment interest, fees, penalties, indemnities, costs, charges, taxes and any other amounts incurred in connection therewith.
- Amount of the secured indebtedness:
  - (a) under the Facilities under the Senior Facilities Agreement: USD 1,660,000,000 and € 2,060,000,000, in principal, plus all interest, late payment interest, fees, penalties, indemnities, costs, charges, taxes and any other amounts incurred in connection therewith;
  - (b) under the Schuldschein Facilities: € 141,000,000, in principal, plus all interest, late payment interest, fees, penalties, indemnities, costs, charges, taxes and any other amounts incurred in connection therewith; and
  - (c) under the Senior Secured Notes Documents:

- i. € 770,000,000 under the Original Senior Secured Notes May 2015, and
- ii. € 550,000,000 under the Original Senior Secured Notes November 2017,

in principal, plus all interest, late payment interest, fees, penalties, indemnities, costs, charges, taxes and any other amounts incurred in connection therewith;

(hereinafter the "**Secured Indebtedness**").

#### **IDENTIFICATION OF THE PLEDGED ACCOUNT:**

- (a) Financial securities account no. 4 ter opened in the corporate registers of INEOS France SAS, a French *société par actions simplifiée*, with a share capital of € 51,057,480, having its registered office at Avenue de la Bienfaisance, BP 6, 13117 Lavera (France) and registered under number 351 670 823 R.C.S. Aix-en-Provence (the "**Account Holder**") in the name of the Pledgor,

(hereinafter the "**Financial Securities Account**");

- (b) Special account no. FR76 1131 5000 0108 0058 7863 032 opened in the books of Caisse d'Épargne CEPAC, located at Place Estrangin Pastré, 13254 Marseille Cedex 06 (France) (the "**Special Cash Account Holder**") in the name of the Pledgor,

(hereinafter the "**Special Cash Account**");

The Special Cash Account being part of the Financial Securities Account on the date hereof,

(the Financial Securities Account and the Special Cash Account, collectively the "**Pledged Account**").

#### **FINANCIAL SECURITIES INITIALLY REGISTERED IN THE PLEDGED ACCOUNT:**

- Nature: nominative shares
- Issuer: INEOS France SAS, a French *société par actions simplifiée*, with a share capital of € 51,057,480 having its registered office Avenue de la Bienfaisance, BP 6, 13117 Lavera (France), and registered under number 351 670 823 R.C.S. Aix-en-Provence
- Number: three million four hundred and three thousand eight hundred and thirty-two (3,403,832) shares

#### **TERMS OF THE EIGHTH RANKING PLEDGE:**

The Pledgor pledged the Pledged Account in favor of the Eighth Ranking Secured Parties as a security for the payment of its obligations under the Secured Indebtedness under the terms and

conditions set forth in the eighth ranking financial securities account pledge agreement dated 22 March 2019 (the "**Eighth Ranking Pledge Agreement**") entered into between the Pledgor and the Security Agent acting in the name and on behalf of the other Eighth Ranking Secured Parties. Capitalized terms used in this statement of eighth ranking pledge of financial securities (the "**Statement of Eighth Ranking Pledge**") shall have the meaning ascribed to them in the Eighth Ranking Pledge Agreement unless otherwise indicated.

The respective rights and obligations of (i) the First Ranking Secured Parties pursuant to the First Ranking Pledge, (ii) the Second Ranking Secured Parties pursuant to the Second Ranking Pledge, (iii) the Third Ranking Secured Parties pursuant to the Third Ranking Pledge, (iv) the Fourth Ranking Secured Parties pursuant to the Fourth Ranking Pledge, (v) the Fifth Ranking Secured Parties pursuant to the Fifth Ranking Pledge, (vi) the Sixth Ranking Secured Parties pursuant to the Sixth Ranking Pledge, (vii) the Seventh Ranking Secured Parties pursuant to the Seventh Ranking Pledge and (viii) the Eighth Ranking Secured Parties pursuant to the Eighth Ranking Pledge, with respect to the Pledged Account and the Pledgor are also subject to the provisions of the Intercreditor Deed.

The Security Agent, acting in its own name and for its own account and in the name and on behalf of the First Ranking Secured Parties, will act as third party holder (*tiers convenu*) on behalf of the First Ranking Secured Parties, the Second Ranking Secured Parties, the Third Ranking Secured Parties, the Fourth Ranking Secured Parties, the Fifth Ranking Secured Parties, the Sixth Ranking Secured Parties, the Seventh Ranking Secured Parties, the Eighth Ranking Secured Parties and the Pledgor, in accordance with article 2337, alinéa 2, of the French *Code civil*.

Made on \_\_ March 2019 in four (4) original copies.

#### **THE PLEDGOR:**

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**INEOS INVESTMENTS INTERNATIONAL LIMITED**

By:

**SCHEDULE A**

**LIST OF THE EIGHTH RANKING SECURED PARTIES ON THE SIGNING DATE**

*(see French version)*

## SCHEDULE 2 – FORM OF CONFIRMATION OF EIGHTH RANKING PLEDGE

### ATTESTATION DE NANTISSEMENT DE COMPTE DE TITRES FINANCIERS DE HUITIEME RANG

(article L. 211-20 du Code monétaire et financier)

Après avoir pris connaissance de la déclaration de nantissement de huitième rang de compte de titres financiers (la "**Déclaration de Nantissement de Huitième Rang**"),

en date du : \_\_\_\_ mars 2019

signée par : **INEOS INVESTMENTS INTERNATIONAL LIMITED**, société de droit anglais, ayant son siège social Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, Royaume-Uni, immatriculée sous le numéro 3938607,

au bénéfice des personnes désignées en qualité de Bénéficiaires de Huitième Rang dans la Déclaration de Nantissement de Huitième Rang, représentées par **BARCLAYS BANK PLC**, société ayant son siège social 5 The North Colonnade, Canary Wharf, Londres, E14 4BB, Royaume-Uni,

(ci-après dénommée l'"**Agent des Sûretés**"),

et relative au nantissement de huitième rang du compte de titres financiers ouvert au nom du Constituant dans nos registres sociaux.

Les termes et expressions définis dans la présente attestation de nantissement de huitième rang auront le sens qui leur est attribué à la Déclaration de Nantissement de Huitième Rang, le cas échéant par renvoi.

Nous soussignés, agissant en qualité de teneur du compte nanti désigné dans la Déclaration de Nantissement de Huitième Rang,

- 1/ attestons par la présente l'inscription dans les livres de notre société du nantissement de huitième rang du compte de titres financiers dont les références figurent sur la Déclaration de Nantissement de Huitième Rang,
- 2/ donnons inventaire des titres financiers figurant au compte nanti dont la liste figure en annexe,
- 3/ prenons acte de l'interdiction faite au Constituant de disposer des titres financiers inscrits dans le compte nanti dans les conditions prévues par la convention de nantissement de huitième rang de compte de titres financiers (*Eighth Ranking Financial Securities Account Pledge Agreement*) en date du 22 mars 2019 (la "**Convention de Nantissement de Huitième Rang**") conclue par le Constituant et l'Agent des Sûretés (*Security Agent*) au nom et pour le compte des autres Bénéficiaires de Huitième Rang, dont une copie nous a été remise avec la Déclaration de Nantissement de Huitième Rang, et

4/ prenons acte des stipulations de l'article 3.4 de la Convention de Nantissement de Huitième Rang et acceptons la mission qui en résulte.

Il est rappelé à toutes fins utiles que le compte de titres financiers dont les références figurent sur la Déclaration de Nantissement de Huitième Rang est d'ores et déjà affecté (i) en nantissement de premier rang au profit de certains bénéficiaires (les "**Bénéficiaires de Premier Rang**") identifiés dans une déclaration de nantissement de compte de titres financiers de premier rang émise par le Constituant en date du 4 mai 2012 (telle que modifiée le 12 octobre 2012) conformément aux termes d'une convention de nantissement de compte de titres financiers de premier rang conclue en date du 4 mai 2012 (telle que modifiée par avenant en date du 12 octobre 2012) entre le Constituant, les Bénéficiaires de Premier Rang et l'Agent des Sûretés, (ii) en nantissement de second rang au profit de certains bénéficiaires (les "**Bénéficiaires de Second Rang**") identifiés dans une déclaration de nantissement de compte de titres financiers de second rang émise par le Constituant en date du 8 mai 2013 conformément aux termes d'une convention de nantissement de compte de titres financiers de second rang conclue en date du 8 mai 2013 entre le Constituant, les Bénéficiaires de Second Rang et l'Agent des Sûretés, (iii) en nantissement de troisième rang, au profit de certains bénéficiaires (les "**Bénéficiaires de Troisième Rang**") identifiés dans une déclaration de nantissement de compte de titres financiers de troisième rang émise par le Constituant en date du 31 mars 2015 conformément aux termes d'une convention de nantissement de compte de titres financiers de troisième rang conclue en date du 31 mars 2015 entre le Constituant, les Bénéficiaires de Troisième Rang et l'Agent des Sûretés, (iv) en nantissement de quatrième rang au profit de certains bénéficiaires (les "**Bénéficiaires de Quatrième Rang**") identifiés dans une déclaration de nantissement de compte de titres financiers de quatrième rang émise par le Constituant en date du 5 mai 2015 conformément aux termes d'une convention de nantissement de compte de titres financiers de quatrième rang conclue en date du 5 mai 2015 entre le Constituant, les Bénéficiaires de Quatrième Rang et l'Agent des Sûretés, (v) en nantissement de cinquième rang au profit de certains bénéficiaires (les "**Bénéficiaires de Cinquième Rang**") identifiés dans une déclaration de nantissement de compte de titres financiers de cinquième rang émise par le Constituant en date du 5 juin 2015 conformément aux termes d'une convention de nantissement de compte de titres financiers de cinquième rang conclue en date du 5 juin 2015 entre le Constituant, les Bénéficiaires de Cinquième Rang et l'Agent des Sûretés, (vi) en nantissement de sixième rang au profit de certains bénéficiaires (les "**Bénéficiaires de Sixième Rang**") identifiés dans une déclaration de nantissement de compte de titres financiers de sixième rang émise par le Constituant en date du 28 février 2017 conformément aux termes d'une convention de nantissement de compte de titres financiers de sixième rang conclue en date du 28 février 2017 entre le Constituant, les Bénéficiaires de Sixième Rang et l'Agent des Sûretés et (vii) en nantissement de septième rang au profit de certains bénéficiaires (les "**Bénéficiaires de Septième Rang**") identifiés dans une déclaration de nantissement de compte de titres financiers de septième rang émise par le Constituant en date du 3 novembre 2017 conformément aux termes d'une convention de nantissement de compte de titres financiers de septième rang conclue en date du 3 novembre 2017 entre le Constituant, les Bénéficiaires de Septième Rang et l'Agent des Sûretés.

Fait le \_\_ mars 2019 en deux (2) exemplaires originaux

LE TENEUR DE COMPTE :

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**INEOS FRANCE SAS**

Par :

**ANNEXE**  
**INVENTAIRE DES TITRES FINANCIERS**  
**FIGURANT INITIALEMENT AU COMPTE NANTI**

- Nature : actions nominatives
- Emetteur : INEOS France SAS, une société par actions simplifiée, au capital de € 51.057.480 ayant son siège social Avenue de la Bienfaisance, BP 6, 13117 Lavera (France) et immatriculée sous le numéro 351 670 823 R.C.S. Aix-en-Provence
- Nombre : trois millions quatre cent trois mille huit cent trente-deux (3.403.832) actions

*Translation for information purposes only*

**CONFIRMATION OF EIGHTH RANKING FINANCIAL SECURITIES ACCOUNT  
PLEDGE**

(article L. 211-20 of the French *Code monétaire et financier*)

We refer to the statement of eighth ranking financial securities account pledge (the "**Statement of Eighth Ranking Pledge**"),

dated: \_\_\_\_ March 2019

executed by: **INEOS INVESTMENTS INTERNATIONAL LIMITED**, a company incorporated under the laws of England and Wales, having its registered office at Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, United Kingdom, registered under number 3938607,

granted in favor of the Eighth Ranking Secured Parties, as identified in the Statement of Eighth Ranking Pledge, represented by **BARCLAYS BANK PLC**, a company having its registered office at 5 The North Colonnade, Canary Wharf, E14 4BB, London, United Kingdom,

(hereinafter referred to as the "**Security Agent**"),

and relating to the eighth ranking pledge over the financial securities account opened in the name of the Pledgor in our corporate registers.

Capitalized terms used in this confirmation of eighth ranking pledge shall have the meaning ascribed to them in the Statement of Eighth Ranking Pledge unless otherwise indicated.

We, the undersigned, acting as account holder of the pledged account referred to in the Statement of Eighth Ranking Pledge,

- 1/ hereby certify that the eighth ranking financial securities account pledge referred to in the Statement of Eighth Ranking Pledge has been registered in our corporate registers,
- 2/ certify that there is no financial securities registered in the pledged account other than those listed in schedule,
- 3/ acknowledge the prohibition of the Pledgor to dispose of the financial securities registered in the pledged account under the eighth ranking financial securities account pledge agreement dated 22 March 2019 (the "**Eighth Ranking Pledge Agreement**") entered into between the Pledgor and the Security Agent in the name and on behalf of the other Eighth Ranking Secured Parties, a copy of which has been delivered to us, together with the Statement of Eighth Ranking Pledge, and
- 4/ acknowledge the provisions of article 3.4 of the Eighth Ranking Pledge Agreement and accept the mission resulting therefrom.

It is specified that the pledged account referred to in the Statement of Eighth Ranking Pledge has already been pledged pursuant to (i) a first ranking pledge to some beneficiaries (the "**First Ranking Beneficiaries**"), the list of such First Ranking Beneficiaries being attached to a statement of first ranking pledge issued by the Pledgor on 4 May 2012 (as amended on 12 October 2012) in accordance with a first ranking financial securities account pledge agreement dated 4 May 2012 (as amended on 12 October 2012) entered into between the Pledgor, the First Ranking Beneficiaries and the Security Agent, (ii) a second ranking pledge to some beneficiaries (the "**Second Ranking Beneficiaries**"), the list of such Second Ranking Beneficiaries being attached to a statement of second ranking pledge issued by the Pledgor on 8 May 2013 in accordance with a second ranking financial securities account pledge agreement dated 8 May 2013 entered into between the Pledgor, the Second Ranking Beneficiaries and the Security Agent, (iii) a third ranking pledge to some beneficiaries (the "**Third Ranking Beneficiaries**"), the list of such Third Ranking Beneficiaries being attached to a statement of third ranking pledge issued by the Pledgor on 31 March 2015 in accordance with a third ranking financial securities account pledge agreement dated 31 March 2015 entered into between the Pledgor, the Third Ranking Beneficiaries and the Security Agent, (iv) a fourth ranking pledge to some beneficiaries (the "**Fourth Ranking Beneficiaries**"), the list of such Fourth Ranking Beneficiaries being attached to a statement of fourth ranking pledge issued by the Pledgor on 5 May 2015 in accordance with a fourth ranking financial securities account pledge agreement dated 5 May 2015 entered into between the Pledgor, the Fourth Ranking Beneficiaries and the Security Agent, (v) a fifth ranking pledge to some beneficiaries (the "**Fifth Ranking Beneficiaries**"), the list of such Fifth Ranking Beneficiaries being attached to a statement of fifth ranking pledge issued by the Pledgor on 5 June 2015 in accordance with a fifth ranking financial securities account pledge agreement dated 5 June 2015 entered into between the Pledgor, the Fifth Ranking Beneficiaries and the Security Agent, (vi) a sixth ranking pledge to some beneficiaries (the "**Sixth Ranking Beneficiaries**"), the list of such Sixth Ranking Beneficiaries being attached to a statement of sixth ranking pledge issued by the Pledgor on 28 February 2017 in accordance with a sixth ranking financial securities account pledge agreement dated 28 February 2017 entered into between the Pledgor, the Sixth Ranking Beneficiaries and the Security Agent and (vii) a seventh ranking pledge to some beneficiaries (the "**Seventh Ranking Beneficiaries**"), the list of such Seventh Ranking Beneficiaries being attached to a statement of seventh ranking pledge issued by the Pledgor on 3 November 2017 in accordance with a seventh ranking financial securities account pledge agreement dated 3 November 2017 entered into between the Pledgor, the Seventh Ranking Beneficiaries and the Security Agent.

Made on \_\_ March 2019

In two (2) original copies

**THE ACCOUNT HOLDER:**

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**INEOS FRANCE SAS**

By:

**SCHEDULE**  
**LIST OF THE FINANCIAL SECURITIES INITIALLY REGISTERED IN THE**  
**PLEDGED ACCOUNT**

- Nature:     nominative shares
- Issuer:     INEOS France SAS, a French *société par actions simplifiée*, with a share capital of € 51,057,480 having its registered office Avenue de la Bienfaisance, BP 6, 13117 Laverà (France) and registered under number 351 670 823 R.C.S. Aix-en-Provence
- Number:    three million four hundred and three thousand eight hundred and thirty-two (3,403,832) shares

### SCHEDULE 3 – FORM OF CONFIRMATION OF EIGHTH RANKING PLEDGE (SPECIAL CASH ACCOUNT)

#### ATTESTATION DE CONSTITUTION DE NANTISSEMENT DE HUITIEME RANG (COMPTE ESPECES SPECIAL)

(article L. 211-20 du Code monétaire et financier)

Après avoir pris connaissance de la déclaration de nantissement de huitième rang de compte de titres financiers, à laquelle nous sommes tiers, en date du 22 mars 2019 (la "**Déclaration de Nantissement de Huitième Rang**"), signée par INEOS INVESTMENTS INTERNATIONAL LIMITED en qualité de constituant (ci-après le "**Constituant**") au bénéfice des personnes désignées en qualité de bénéficiaires du nantissement de huitième rang dans la Déclaration de Nantissement de Huitième Rang (les "**Créanciers Nantis de Huitième Rang**") et portant initialement sur trois millions quatre cent trois mille huit cent trente-deux (3.403.832) actions de la société INEOS France SAS, pour sûreté des Créances Garanties (tel que ce terme est défini dans la Déclaration de Nantissement de Huitième Rang).

Nous soussignés, Caisse d'Épargne CEPAC,

agissant en qualité de simple teneur du compte espèces spécial nanti faisant partie intégrante du compte de titres financiers nanti ouvert sur les livres de la société émettrice INEOS France SAS, une société par actions simplifiée, au capital de € 51.057.480 ayant son siège social Avenue de la Bienfaisance, BP 6, 13117 Lavera, France, immatriculée sous le numéro 351 670 823 R.C.S. Aix-en-Provence, destiné à recevoir exclusivement les fruits et produits :

1. attestons par la présente de l'affectation en nantissement de huitième rang du compte espèces spécial nanti dont les références sont : FR76 1131 5000 0108 0058 7863 032 et dont le solde est de 0 € à ce jour ;
2. prenons acte de l'autorisation donnée au Constituant de disposer des fruits et produits inscrits sur le compte espèces spécial nanti sauf notification à nous faite par l'Agent de la survenance d'un Cas de Défaut (*Event of Default*) entraînant le blocage du compte espèces spécial nanti dans les conditions stipulées à la convention de nantissement de compte de titres financiers de huitième rang en date du 22 mars 2019 qui nous a été notifiée. Nous n'exercerons aucune mission de contrôle relative aux instructions de disposition, chacune devant être datée et signée, par le Constituant et/ou les Créanciers Nantis de Huitième Rang représentés par leur agent des sûretés, Barclays Capital plc, 5 The North Colonnade, Canary Wharf, Londres, E14 4BB, Royaume Uni, (l'"**Agent**"), dans des conditions satisfaisantes ;
3. Il est entendu que nous n'aurons, en aucune manière, à vérifier que les sommes versées sur ce compte correspondent aux fruits et produits effectivement dus au Constituant et plus généralement, nous n'assumons aucune responsabilité en ce qui concerne :

- (a) la bonne exécution par le Constituant et/ou la société émettrice de leurs obligations respectives ;
  - (b) la validité ou l'efficacité de la documentation juridique relative au nantissement de huitième rang ou aux obligations sous-jacentes garanties par le nantissement de huitième rang ;
  - (c) la disponibilité des fonds crédités (ou à créditer) sur le compte espèces spécial nanti ;
4. Caisse d'Épargne CEPAC sera en droit de se fier à toutes instructions reçues des Créanciers Nantis de Huitième Rang représentés par leur Agent aussi longtemps qu'elles lui sembleront apparemment conformes ;
  5. Toute notification de mainlevée ou de réalisation du nantissement de huitième rang à l'attention de Caisse d'Épargne CEPAC, le cas échéant dûment légalisée ou apostillée, devra être effectuée par écrit à l'adresse suivante :

Caisse d'Épargne CEPAC,  
 Direction Coverage Grands Comptes (ES: 00804)  
 A l'attention de Madame Stéphanie Scotto Di Vettimo  
 Place Estrangin Pastré,  
 13254 Marseille Cedex 06 (France)  
 Tél. : 04.91.57.34.43

6. Il est rappelé à toutes fins utiles que le compte espèces spécial nanti est d'ores et déjà affecté (i) en nantissement de premier rang au profit de certains bénéficiaires (les "**Bénéficiaires de Premier Rang**") identifiés dans une déclaration de nantissement de compte de titres financiers de premier rang émise par le Constituant en date du 4 mai 2012 (telle que modifiée le 12 octobre 2012) conformément aux termes d'une convention de nantissement de compte de titres financiers de premier rang conclue en date du 4 mai 2012 (telle que modifiée par avenant en date du 12 octobre 2012) entre le Constituant, les Bénéficiaires de Premier Rang et l'Agent des Sûretés, (ii) en nantissement de second rang au profit de certains bénéficiaires (les "**Bénéficiaires de Second Rang**") identifiés dans une déclaration de nantissement de compte de titres financiers de second rang émise par le Constituant en date du 8 mai 2013 conformément aux termes d'une convention de nantissement de compte de titres financiers de second rang conclue en date du 8 mai 2013 entre le Constituant, les Bénéficiaires de Second Rang et l'Agent des Sûretés, (iii) en nantissement de troisième rang au profit de certains bénéficiaires (les "**Bénéficiaires de Troisième Rang**") identifiés dans une déclaration de nantissement de compte de titres financiers de troisième rang émise par le Constituant en date du 31 mars 2015 conformément aux termes d'une convention de nantissement de compte de titres financiers de troisième rang conclue en date du 31 mars 2015 entre le Constituant, les Bénéficiaires de Troisième Rang et l'Agent des Sûretés, (iv) en nantissement de quatrième rang au profit de certains bénéficiaires (les "**Bénéficiaires de Quatrième Rang**") identifiés dans une déclaration de nantissement de compte de titres financiers de quatrième rang émise par le Constituant en date du 5 mai 2015 conformément aux termes d'une convention de nantissement de compte de titres financiers de quatrième rang conclue en date du 5 mai 2015 entre le Constituant, les

Bénéficiaires de Quatrième Rang et l'Agent des Sûretés, (v) en nantissement de cinquième rang au profit de certains bénéficiaires (les "**Bénéficiaires de Cinquième Rang**") identifiés dans une déclaration de nantissement de compte de titres financiers de cinquième rang émise par le Constituant en date du 5 juin 2015 conformément aux termes d'une convention de nantissement de compte de titres financiers de cinquième rang conclue en date du 5 juin 2015 entre le Constituant, les Bénéficiaires de Cinquième Rang et l'Agent des Sûretés, (vi) en nantissement de sixième rang au profit de certains bénéficiaires (les "**Bénéficiaires de Sixième Rang**") identifiés dans une déclaration de nantissement de compte de titres financiers de sixième rang émise par le Constituant en date du 28 février 2017 conformément aux termes d'une convention de nantissement de compte de titres financiers de sixième rang conclue en date du 28 février 2017 entre le Constituant, les Bénéficiaires de Sixième Rang et l'Agent des Sûretés et (vii) en nantissement de septième rang au profit de certains bénéficiaires (les "**Bénéficiaires de Septième Rang**") identifiés dans une déclaration de nantissement de compte de titres financiers de septième rang émise par le Constituant en date du 3 novembre 2017 conformément aux termes d'une convention de nantissement de compte de titres financiers de septième rang conclue en date du 3 novembre 2017 entre le Constituant, les Bénéficiaires de Septième Rang et l'Agent des Sûretés ; et

7. La présente attestation est régie par et doit être interprétée selon le droit français.

Tout litige relatif à la validité, l'interprétation ou l'exécution de la présente attestation de nantissement de huitième rang relève de la compétence exclusive du Tribunal de commerce du ressort juridictionnel de l'agence Caisse d'Epargne CEPAC désignée ci-avant.

Fait à \_\_\_\_\_, le \_\_\_\_\_ 2019

en deux (2) exemplaires originaux.

**LE TENEUR DE COMPTE ESPÈCES SPÉCIAL :**

\_\_\_\_\_  
**CAISSE D'ÉPARGNE CEPAC**

Par :

*Translation for information purposes only*

**CONFIRMATION OF EIGHTH RANKING PLEDGE (SPECIAL CASH ACCOUNT)**

(article L. 211-20 of the French *Code monétaire et financier*)

We refer to the statement of eighth ranking financial securities account pledge dated 22 March 2019, to which we are not party (the "**Statement of Eighth Ranking Pledge**"), entered into by INEOS INVESTMENTS INTERNATIONAL LIMITED as pledgor (hereinafter the "**Pledgor**"), in favor of the eighth ranking secured parties identified in the Statement of Eighth Ranking Pledge (the "**Eighth Ranking Secured Parties**"), as a security for the payment of the Secured Indebtedness (as defined in the Statement of Eighth Ranking Pledge), and initially related to three million four hundred and three thousand eight hundred and thirty-two (3,403,832) shares of INEOS France SAS.

We, the undersigned, Caisse d'Epargne CEPAC,

acting as account holder of the special cash account which is entirely part of the financial securities account opened in the corporate registers of the issuing company, INEOS France SAS, a French *société par actions simplifiée*, with a share capital of € 51,057,480 having its registered office at Avenue de la Bienfaisance, BP 6, 13117 Laverà, France, registered under number 351 670 823 R.C.S. Aix-en-Provence, purported to exclusively receive the cash and proceeds:

1. hereby confirm the creation of a eighth ranking pledge over the pledged special cash account, the details of which are: FR76 1131 5000 0108 0058 7863 032, with a balance of 0 € on the date hereof;
2. acknowledge that the Pledgor is authorized to dispose of the cash proceeds registered in the special cash account until the Security Agent notifies us the occurrence of an Event of Default leading to the blockage of the special cash account in accordance with the provisions of the eighth ranking financial securities account pledge agreement dated 22 March 2019, which eighth ranking pledge agreement has been notified to us. We will not exercise any control over the disposal instructions, which shall be dated and signed by the Pledgor and/or the Eighth Ranking Secured Parties represented by Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, E14 4BB, London, England, as senior secured agent (the "**Agent**"), in satisfactory terms.
3. It has been agreed that we will not have in any manner to check that the sums received in such account correspond to the cash proceeds actually due to the Pledgor, and more generally we may not be held be liable in respect of:
  - (a) the performance by the Pledgor and/or the issuing company of their respective obligations;
  - (b) the validity or the efficacy of the legal documentation related to the eighth ranking pledge or the underlying obligations which are secured by the eighth ranking pledge;

- (c) the availability of the sums credited (or to be credited) to the special cash account.
4. Caisse d'Épargne CEPAC shall be entitled to rely on any instruction received from the Eighth Ranking Secured Parties as represented by the Senior Secured Agent as long as it finds them apparently conform.
5. Any notice of release or enforcement of the eighth ranking pledge addressed to Caisse d'Épargne CEPAC, if applicable duly legalized or apostilled, shall be made in writing and sent to the following address:
- Caisse d'Épargne CEPAC,  
Direction Coverage Grands Comptes (ES: 00804)  
A l'attention de Madame Stéphanie Scotto Di Vettimo  
Place Estrangin Pastré,  
13254 Marseille Cedex 06 (France)  
Tél. : 04.91.57.34.43
6. It is specified that the pledged account referred to in the Statement of Eighth Ranking Pledge has already been pledged pursuant to (i) a first ranking pledge to some beneficiaries (the "**First Ranking Beneficiaries**"), the list of such First Ranking Beneficiaries being attached to a statement of first ranking pledge issued by the Pledgor on 4 May 2012 (as amended on 12 October 2012) in accordance with a first ranking financial securities account pledge agreement dated 4 May 2012 (as amended on 12 October 2012) entered into between the Pledgor, the First Ranking Beneficiaries and the Security Agent, (ii) a second ranking pledge to some beneficiaries (the "**Second Ranking Beneficiaries**"), the list of such Second Ranking Beneficiaries being attached to a statement of second ranking pledge issued by the Pledgor on 8 May 2013 in accordance with a second ranking financial securities account pledge agreement dated 8 May 2013 entered into between the Pledgor, the Second Ranking Beneficiaries and the Security Agent, (iii) a third ranking pledge to some beneficiaries (the "**Third Ranking Beneficiaries**"), the list of such Third Ranking Beneficiaries being attached to a statement of third ranking pledge issued by the Pledgor on 31 March 2015 in accordance with a third ranking financial securities account pledge agreement dated 31 March 2015 entered into between the Pledgor, the Third Ranking Beneficiaries and the Security Agent, (iv) a fourth ranking pledge to some beneficiaries (the "**Fourth Ranking Beneficiaries**"), the list of such Fourth Ranking Beneficiaries being attached to a statement of fourth ranking pledge issued by the Pledgor on 5 May 2015 in accordance with a fourth ranking financial securities account pledge agreement dated 5 May 2015 entered into between the Pledgor, the Fourth Ranking Beneficiaries and the Security Agent, (v) a fifth ranking pledge to some beneficiaries (the "**Fifth Ranking Beneficiaries**"), the list of such Fifth Ranking Beneficiaries being attached to a statement of fifth ranking pledge issued by the Pledgor on 5 June 2015 in accordance with a fifth ranking financial securities account pledge agreement dated 5 June 2015 entered into between the Pledgor, the Fifth Ranking Beneficiaries and the Security Agent, (vi) a sixth ranking pledge to some beneficiaries (the "**Sixth Ranking Beneficiaries**"), the list of such Sixth Ranking Beneficiaries being attached to a statement of sixth ranking pledge issued by the Pledgor on 28 February 2017 in

accordance with a sixth ranking financial securities account pledge agreement dated 28 February 2017 entered into between the Pledgor, the Sixth Ranking Beneficiaries and the Security Agent and (vii) a seventh ranking pledge to some beneficiaries (the "**Seventh Ranking Beneficiaries**"), the list of such Seventh Ranking Beneficiaries being attached to a statement of seventh ranking pledge issued by the Pledgor on 3 November 2017 in accordance with a seventh ranking financial securities account pledge agreement dated 3 November 2017 entered into between the Pledgor, the Seventh Ranking Beneficiaries and the Security Agent; and

7. This confirmation of eighth ranking pledge shall be governed and construed by French law.

Any dispute related to the validity, the construction or the performance of this confirmation of eighth ranking pledge shall be referred to the exclusive jurisdiction of the commercial court (*tribunal de commerce*) which has jurisdiction over the above-mentioned Caisse d'Epargne CEPAC branch.

Made in \_\_\_\_\_, on \_\_\_\_\_ 2019

In two (2) original copies

**SPECIAL CASH ACCOUNT HOLDER:**

\_\_\_\_\_  
**CAISSE D'ÉPARGNE CEPAC**

By:

## SCHEDULE 4 – FORM OF NOTICE OF DECLARED DEFAULT TO THE SPECIAL CASH ACCOUNT HOLDER

### MODELE DE NOTIFICATION DE LA SURVENANCE D'UN CAS DE DEFAULT AU TENEUR DU COMPTE ESPECES SPECIAL

A : Caisse d'Epargne CEPAC, agissant en qualité de teneur du Compte Espèces Spécial

- Déclaration de nantissement de huitième rang de compte de titres financiers en date du 22 mars 2019 (la "**Déclaration de Nantissement de Huitième Rang**").
- Compte bancaire spécial n°FR76 1131 5000 0108 0058 7863 032 ouvert dans vos livres (le "**Compte Espèces Spécial**").

Messieurs,

1. Nous nous référons à la convention de nantissement de huitième rang conclue le 22 mars 2019 entre INEOS Investments International Limited en tant que Constituant et nous-mêmes en tant que qu'Agent des Créanciers Nantis de Huitième Rang (la "**Convention de Nantissement de Huitième Rang**"), ainsi qu'à la Déclaration de Nantissement de Huitième Rang.
2. Nous vous notifions la survenance d'un Cas de Défaut (*Event of Default*) (tel que ce terme est défini dans la Convention de Nantissement de Huitième Rang) au titre des obligations garanties en vertu de la Convention de Nantissement de Huitième Rang.
3. A compter de la réception par vous de la présente lettre, le Constituant n'est donc plus autorisé à effectuer de débit sur le Compte Espèces Spécial mentionné ci-dessus et toute somme figurant au crédit de ce Compte Espèces Spécial doit être bloquée jusqu'à notification contraire de notre part.

Par Barclays Bank PLC

En qualité d'Agent des Sûretés

Signature: \_\_\_\_\_

*Translation for information purposes only*

**FORM OF NOTICE OF DECLARED DEFAULT TO THE SPECIAL CASH  
ACCOUNT HOLDER**

To: Caisse d'Epargne CEPAC, acting as Special Cash Account Holder

- Statement of eighth ranking pledge over a financial securities account dated 22 March 2019 (the "**Statement of Eighth Ranking Pledge**").
- Special bank account no. FR76 1131 5000 0108 0058 7863 032 opened in your books (the "**Special Cash Account**").

Dear Sirs,

1. We refer to the eighth ranking pledge agreement entered into on 22 March 2019 between INEOS Investments International Limited as Pledgor and us as Eighth Ranking Secured Party (the "**Eighth Ranking Pledge Agreement**") and to the Statement of Eighth Ranking Pledge.
2. We hereby notify you of the occurrence of an Event of Default (as defined in the Eighth Ranking Pledge Agreement) under the obligations secured by Eighth Ranking Pledge Agreement.
3. As from your receipt of this letter, the Pledgor ceases to be entitled to make any payment from the Special Cash Account mentioned above and all the amounts standing to the credit of such Special Cash Account shall be frozen until otherwise notified by us.

By Barclays Bank PLC

As Security Agent

Signature: \_\_\_\_\_