

MG01

Particulars of a mortgage or charge

038062/247



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

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

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

MONDAY



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\*L18WGR09\*

14/05/2012

#40

COMPANIES HOUSE

21

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**1** Company details

Company number 0 4 0 6 8 8 6 0

Company name in full INEOS Treasury (UK) Limited

**2** Date of creation of charge

Date of creation d 0 d 4 m 0 m 5 y 2 y 0 y 1 y 2

**3** Description

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

Description The account charge dated 4 May 2012 entered into between INEOS Treasury (UK) Limited (the  
"Charging Company") and Barclays Bank PLC (the "Issuing Bank") (the "Account Charge")

**4** Amount secured

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

Amount secured Please refer to the attached continuation pages

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

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<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Barclays Bank PLC	
Address	Level 28, 1 Churchill Place, Canary Wharf, London	
Postcode	E 1 4 5 H P	
Name		
Address		
Postcode		
	<b>Continuation page</b> Please use a continuation page if you need to enter more details	

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<b>Continuation page</b> Please use a continuation page if you need to enter more details	
	Please refer to the attached continuation pages	

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<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b> Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered	
Commission allowance or discount	N/A	
<b>8</b>	<b>Delivery of instrument</b> You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870) We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)	
<b>9</b>  Signature	<b>Signature</b> Please sign the form here <hr/> Signature <div style="display: flex; align-items: center; justify-content: space-between;"> <span>X</span> <span>Shearman &amp; Sterling (London) LLP</span> <span>X</span> </div> <hr/> This form must be signed by a person with an interest in the registration of the charge	

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### Presenter information

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

Contact name Sedina Aidam

Company name Shearman & Sterling (London) LLP

Address Broadgate West

9 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 A P

Country UK

DX

Telephone 020 7655 5000



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'.



### Where to send

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

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

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

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



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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### Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All money or liabilities due, owing or incurred to the Issuing Bank by the Charging Company under the Finance Documents (including, without limitation, under any amendments, supplements or restatements of any Finance Documents however fundamental or in relation to any new or increased advances or utilisations or any extensions (in each case, to the extent permitted under the Finance 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 the Issuing Bank for or at the request of the Charging Company, and all losses incurred by the Issuing Bank in connection with any Finance Document (including, without limitation, under any amendments, supplements or restatements of any Finance Documents however fundamental or in relation to any new or increased advances or utilisations or any extensions (in each case, to the extent permitted under the Finance Documents)) (the "<b>Indebtedness</b>")</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p style="text-align: center;"><b>PART A</b></p> <p style="text-align: center;"><b><u>Definitions</u></b></p> <p>"<b>Account Bank</b>" means Barclays Bank PLC,</p> <p>"<b>Charged Account</b>" means any interest-bearing account held in London by the Charging Company with the Account Bank, including without limitation, the accounts details of which are set out in Schedule 1 (<i>Details of Charged Accounts</i>) of the Account Charge and includes any replacement, substitute or additional accounts from time to time,</p> <p>"<b>Charged Assets</b>" means the assets from time to time the subject of any Security created or purported to be created by or pursuant to the Account Charge,</p> <p>"<b>Declared Default</b>" means a Default which is continuing and in respect of which the Issuing Bank has given notice of intention to enforce,</p> <p>"<b>Default</b>" means each of the events or circumstances specified as such in the Account Charge,</p> <p>"<b>Finance Document</b>" means the LC Facility Agreement, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Issuing Bank and the Charging Company in writing,</p> <p>"<b>LC Facility Agreement</b>" means the English law letter of credit facility dated 4 May 2012 between the Charging Company and the Issuing Bank (as may be amended, re-stated, supplemented, re-designated, substituted or replaced from time to time),</p> <p>"<b>Receiver</b>" means a receiver or receiver and manager or administrative receiver of the whole or any part of the assets of the Charging Company or any other person which from time to time are or are expressed to be, the subject of the Transaction Security,</p> <p>"<b>Security</b>" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, security trust, assignment by way of security, assignation in security, standard security, any other security interest or any other agreement or arrangement (including a sale and repurchase arrangement) having the commercial effect of conferring security,</p> <p>"<b>Transaction Security</b>" means the Security created or expressed to be created in favour of the Issuing Bank pursuant to the Transaction Security Documents,</p> <p>"<b>Transaction Security Documents</b>" means a first priority fixed security interest over the Charged Account in favour of the Issuing Bank created by the Account Charge together with any other document entered into by the Charging Company creating or expressed to create any Security over all or any part of its assets in respect of its obligations under any of the Finance Documents,</p> <p>"<b>Utilisation Request</b>" means a notice substantially in the relevant form set out in Schedule 2 (<i>Request</i>) to the LC Facility Agreement or such other form as may be agreed by the Issuing Bank and the Charging Company from time to time,</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;"><b>PART B</b></p> <p style="text-align: center;"><b><u>Short Particulars of all the property mortgaged or charged</u></b></p> <p>1 Pursuant to Clause 3 1 (<i>Fixed charges</i>) of the Account Charge, the Charging Company, as security for the payment of the Indebtedness, charged in favour of the Issuing Bank with full title guarantee by way of first fixed charge all monies now or hereafter standing to the credit of the Charged Account</p> <p>2 Pursuant to Clause 3 2 (<i>Fixed and floating security</i>) of the Account Charge, if for any reason any Security in respect of any asset created or purported to be created pursuant to Clause 3 (<i>Charging Clause</i>) of the Account Charge as a fixed charge, does not, or ceases to, take effect as a fixed charge, it shall take effect as a first floating charge in respect of such asset. However, it is the intent of the parties that the Security over other Charged Assets shall remain unaffected</p> <p>3 Pursuant to Clause 3 3 (<i>Exceptions to the Security</i>) of the Account Charge, the security created pursuant to Clause 3 (<i>Charging Clause</i>) of the Account Charge shall not extend to any asset situated outside England and Wales to the extent that, and for so long as, any such security would be unlawful under the laws of the jurisdiction in which such asset is situated</p>	

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### PART C

#### Covenants and Restrictions

1 Pursuant to Clause 6 (*Further Assurance*) of the Account Charge, the Charging Company will, at its own expense, promptly following request by the Issuing Bank, execute such deeds and other agreements and otherwise take whatever action the Issuing Bank may reasonably require in accordance with the LC Facility Agreement

(a) to perfect and/or protect the security created (or intended to be created) by the Account Charge,

(b) to facilitate the realisation or enforcement of such security, and/or

(c) to facilitate the exercise of any of the Issuing Bank's rights, powers or discretions under the Account Charge,

including the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever

2 Pursuant to Clause 6 (*Further Assurance*) of the Account Charge, any Transaction Security Document required to be executed by the Charging Company under Clause 6 (*Further Assurance*) of the Account Charge will contain clauses corresponding to the provisions set out in the Account Charge

3 Pursuant to Clause 7 (*Negative Pledge and Disposal Restrictions*) of the Account Charge, the Charging Company may not

(a) create or agree to create or allow to subsist any Security over any part of the Charged Assets,

(b) sell, lease, transfer or otherwise dispose of all or any part of the Charged Assets or the right to receive or to be paid the proceeds arising on the disposal of the same or agree or attempt to do so, or

(c) dispose of the equity of redemption in respect of all or any part of the Charged Assets, except as permitted by or pursuant to the LC Facility Agreement or with the prior written consent of the Issuing Bank

4 Pursuant to Clause 8 2 (*General undertakings*) of the Account Charge, the Charging Company will observe and perform all covenants and stipulations from time to time affecting the Charged Assets, make all payments, carry out all registrations or renewals and, save as permitted under the LC Facility Agreement, generally take all reasonable steps which are necessary to preserve, maintain and renew when necessary or desirable all the Charged Assets

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>5 Pursuant to Clause 8 3 (<i>Charged Account</i>) of the Account Charge, the Charging Company shall not withdraw all or any monies from time to time standing to the credit of the Charged Account, unless permitted to do so by clause 15 2 (<i>Withdrawals</i>) of the Account Charge of the LC Facility Agreement</p> <p>6 Pursuant to Clause 8 3 (<i>Charged Account</i>) of the Account Charge, following the occurrence of a Declared Default, the Issuing Bank (or its Receiver) may withdraw amounts standing to the credit of the Charged Accounts to meet any amount due and payable in respect of the Indebtedness to it when it is due and payable but unpaid</p>	

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FILE COPY

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

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

COMPANY NO. 4068860  
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED 4  
MAY 2012 AND CREATED BY INEOS TREASURY (UK) LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 14 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 MAY 2012

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES