

# Registration of a Charge

Company Name: INEOS HOLDINGS LIMITED

Company Number: 04215887

XCWVBI12

Received for filing in Electronic Format on the: 14/02/2024

# **Details of Charge**

Date of creation: 06/02/2024

Charge code: **0421 5887 0124** 

Persons entitled: BARCLAYS BANK PLC,

1828 CLO LIMITED, 1988 CLO 1 LTD., 1988 CLO 2 LTD.,

There are more than four persons entitled to the charge.

Brief description: N/A

Contains fixed charge(s).

Contains negative pledge.

# **Authentication of Form**

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

# **Authentication of Instrument**

Certification statement: I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT

TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL

INSTRUMENT.

Certified by:	SHEARMAN & STERLING (LONDON) LLP		
Electronically filed documer	nt for Company Number:	04215887	Page: 2



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4215887

Charge code: 0421 5887 0124

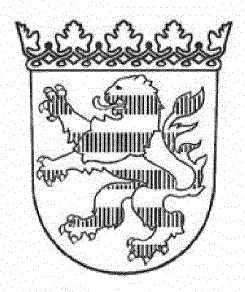
The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th February 2024 and created by INEOS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th February 2024.

Given at Companies House, Cardiff on 17th February 2024

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







Recorded
in Frankfurt sm Main on
6 February 2024
Before me.

#### Dr. Jochen Scheel

the undersigning Notary in the District of the Higher Regional Court (*Oberlandesgericht*) of Frankfurt am Main with my official seat in Bockenheimer Landstraße 2, Haus am OpernTurm, 60306 Frankfurt am Main.

appeared today simultaneously:

 Felicitas Carolina Rahlfs, geb. am 19. Juni 1998, whose business address is Hengeler Mueller Partnerschaft von Rechtsanwälten mbB, Bockenheimer Landstraße 24, 60323 Frankfurt am Main, and who identified herself by presenting her federal identity card.

The person appearing to 1 declared to make the following declarations in this Deed not in her own name but, excluding any personal liability, for and on behalf of

 a) INEOS Holdings Limited, a limited company organised under the laws of England and Wales with registered number 04215887, having its registered address at Hawksiease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, United Kingdom,

presenting a power of attorney dated 5 February 2024, which was present in the form of a PDF copy and which is attached to this Deed. The appearing person undertakes, without assuming personal liability, to deliver the original to the Notary;

100

- b) INEOS Manufacturing Deutschland GmbH, a limited liability company (Gesellschaft mit beschränkter Haftung) organised under the laws of Germany, registered in the commercial register (Handelsregister) of the local court (Amisgericht) of Köln under HRB 57260, having its business address at Alte Straße 201, 50769 Köln, Germany.
  - presenting a power of attorney dated 29 January 2024 which was present in the original and a herewith certified copy of which is attached to this Deed;
- c) INEOS Investment Holdings (Germany) Limited (formerly INEOS Phenol Limited), a limited company organised under the laws of England and Wales with registered number 4122347, having its registered address at Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, United Kingdom,
  - presenting a power of attorney dated 5 February 2024, which was present in the form of a PDF copy and which is attached to this Deed. The appearing person undertakes, without assuming personal liability, to deliver the original to the Notary;
- d) INEOS Deutschland GmbII, a limited liability company (Gesellschaft mit beschränkter Haftung) organised under the laws of Germany, registered in the commercial register (Handelsregister) of the local court (Amtsgericht) of Köln under HRB 61258, having its business address at Alte Straffe 201, 50769 Köln, Germany.
  - presenting a power of attorney dated 29 January 2024, which was present in the original and a herewith certified copy of which is attached to this Deed;
- e) Incos Köln Verwaltungs GmbH, a limited liability company (Gesellschaft mit beschränkter Haftung) organised under the laws of Germany, registered in the commercial register (Handelsregister) of the local court (Amisgericht) of Köln under HRB 59517, having its business address at Alte Straße 201, 50769 Köln, Germany.
  - presenting a power of attorney dated 29 January 2024, which was present in the original and a herewith certified copy of which is attached to this Deed;
- f) Incos Köln Beteiligungs GmbH & Co KG, a limited partnership (Kommanditgesell-schaft) organised under the laws of Germany, registered in the commercial register (Handeisregister) of the local court (Amtsgericht) of Köln under HRA 24630, having its business address at Alte Straße 201, 50769 Köln, Germany.
  - presenting a power of attorney dated 29 January 2024, which was present in the original and a herewith certified copy of which is attached to this Deed;
- g) INEOS Deutschland Holding GmbH, a limited liability company (Gesellschaft mit beschränkter Haftung) organised under the laws of Germany, registered in the commercial register (Handelsregister) of the local court (Antsgericht) of Köln under HRB 64857, having its business address at Alte Straße 201, 50760 Köln, Germany.
  - presenting a power of attorney dated 29 January 2024, which was present in the original and a herewith certified copy of which is attached to this Deed;
- h) INEOS Phenol GmbH, a limited liability company (Gesellschaft mit beschrönkter Hafhang) organised under the laws of Germany, registered in the commercial register (Handelsregister) of the local court (Amtsgericht) of Gelsenkirchen under HRB 9687, having its business address at Dechenstralle 3, 45966 Gladbeck, Germany.
  - presenting a power of attorney dated 29 January 2024, which was present in the original and a herewith certified copy of which is attached to this Deed.

 Antonius Klaus Theodor Rodewig, born 14 April 1992, whose business address is Hengeler Mueller Partnerschaft von Rechtsanwälten mbB, Bockenheimer Landstraße 24, 60323 Frankfurt am Main, and who identified himself by presenting his federal identity card.

The person appearing to 2 declared to make the following declarations in this Deed not in his own name but, excluding any personal liability, for and on behalf of

a) INEOS Phenol Verwaltungsgesellschaft mbH, a limited liability company (Gesell-schaft mit beschrünkter Haftung) organised under the laws of Germany, registered in the commercial register (Handelsregister) of the local court (Amisgericht) of Gelsenkirchen under HRB 4099, having its business address at Dechenstraße 3, 45966 Gladbeck, Germany.

presenting a power of attorney dated 29 January 2024, which was present in the original and a herewith certified copy of which is attached to this Deed;

b) INEOS Köln GmbH, a limited liability company (Gesellschaft mit beschränkter Haftung) organised under the laws of Germany, registered in the commercial register (Handelsregister) of the local court (Amtsgericht) of Köln under HRB 37428, having its business address at Alte Straße 201, 50769 Köln, Germany.

presenting a power of attorney dated 29 January 2024, which was present in the original and a herewith certified copy of which is attached to this Deed.

 Michelle Christina Schneider, born 11 March 1993, whose business address is Morgan, Lewis & Bockius LLP, Bockenheimer Landstraße 4, 60306 Frankfurt am Main, and who identified herself by presenting her federal identity card.

The person appearing to 3 declared to make the following declarations in this Deed not in her own name but, excluding any personal liability, for and on behalf of

BARCLAYS BANK PLC, a credit institution organised under the laws of England and Wales with registered no. 01026167, having its business address at 1 Churchill Place, Canary Wharf, London, E145HP, United Kingdom.

- a) acting for itself
  - presenting a power of attorney dated 6 February 2024 granted to BARCLAYS BANK PLC, which was present in the form of a PDF copy and which is attached to this Deed;
- b) acting as security agent for the institutions listed in <u>Schedule 2</u> to the abovementioned power of attorney (Secured Parties)

on the basis of the above mentioned power of attorney (which is insofar a sub-power of attorney) by BARCLAYS BANK PLC which contains as an Annex (i) an excerpt of an Intercreditor Agreement (Clause 22.13) according to which the Senior Security Agent is authorized to represent the Secured Parties to accept pledges and (ii) a <u>Schedule 2</u> annexed to the power of attorney containing a list of the Secured Parties. The excerpt of the above mentioned Intercreditor Agreement and the above mentioned <u>Schedule 2</u> are attached to this deed as copies.

The Notary instructed the Parties that he could not verify on the basis of the powers of attorney presented to him whether the Secured Parties listed in <u>Schedule 2</u> annexed to such power of attorney have actually granted power of attorney to BARCLAYS BANK PLC to enter into the Share Pledge Agreement and to accept the piedges set forth in this Deed. The Notary advised the appearing persons that he

could not verify whether such powers of attorney by the Secured Parties exist, whether they cover the scope of the notarization and whether they were duly issued. Upon instruction on the pertaining risks, the appearing persons declared that they insist on the notarization as set forth below without the aforementioned powers of attorney by the Secured Parties pursuant to Schedule 2 annexed to the power of attorney being presented in signed form.

As the signatures under the powers of attorney presented to him are not in legalized form, the Notary could also not verify the authenticity of the signatories and their power of representation.

The proxies do not assume any liability as to the validity and/or the scope of the aforementioned powers of attorney.

The appearing persons stated that the parties represented by them requested this Share Pledge Agreement to be recorded in the English language. The Notary convinced himself that the appearing persons are in adequate command of the English language and declared that he is in adequate command of the English language as well.

On being asked whether there had been any prior involvement by the Notary in terms of section 3 para 1 no. 7 of the German Notarisation Act (*Bearkundungsgesets*) the provisions of which had been explained by the Notary, the persons appearing said that there had been no such prior involvement.

Instructed by the Notary on their notification obligations under Anti-Money Laundering Law, the appearing persons declare that they make declarations exclusively on behalf of the parties represented by them.

The persons appearing requested the notarization of the following Junior Share and Interest Pledge Agreement over all of the shares and interests, respectively, in the respective companies as set forth in Clause 2 of this Agreement.

The persons appearing, acting as set forth above, declared the following for notarization:

# JUNIOR SHARE AND INTEREST PLEDGE AGREEMENT (NACHRANGIGE VERPFÄNDUNG VON GMBH-GESCHÄFTSANTEILEN UND KG-GESELLSCHAFTSANTEILEN)

among

INEOS HOLDINGS LIMITED
INEOS MANUFACTURING DEUTSCHLAND GMBH
INEOS INVESTMENT HOLDINGS (GERMANY) LIMITED
INEOS PHENOL VERWALTUNGSGESELLSCHAFT MBH
INEOS DEUTSCHLAND GMBH
INEOS KÖLN VERWALTUNGS GMBH
INEOS KÖLN BETEILIGUNGS GMBH & CO KG
INEOS DEUTSCHLAND HOLDING GMBH

as Pledgors

INEOS KÖLN VERWALTUNGS GMBH
INEOS KÖLN GMBH
INEOS DEUTSCHLAND HOLDING GMBH
INEOS PHENOL VERWALTUNGSGESELLSCHAFT MBH
INEOS DEUTSCHLAND GMBH
INEOS MANUFACTURING DEUTSCHLAND GMBH
INEOS KÖLN BETEILIGUNGS GMBH & CO KG
INEOS PHENOL GMBH

as Companies

**BARCLAYS BANK PLC** 

as Security Agent and Pledgee

arvd

THE INSTITUTIONS NAMED HEREIN

as Pledgees

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THIS SHARE AND INTEREST PLEDGE AGREEMENT (this "Agreement") is made on 6 February 2024

#### AMONG

- INEOS HOLDINGS LIMITED, a limited company organised under the laws of England and Wales with registered number 4215887, having its registered address at Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, United Kingdom ("Pledgor 1");
- INEOS MANUFACTURING DEUTSCHLAND GMBH, a limited liability company (Gesellschaft
  mit beschränkter Halfung) organised under the laws of Germany, registered in the commercial
  register (Handelsregister) of the local court (Amtsgericht) of K\u00f6lin under HRB 57260, having its
  business address at Alte Straße 201, 50769 K\u00f6lin, Germany ("Pledgor 2" and "Company 1");
- INEOS INVESTMENT HOLDINGS (GERMANY) LIMITED (formerly INEOS Phenol Limited), a limited company organised under the laws of England and Wales with registered number 4122347, having its registered address at Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG, United Kingdom ("Pledgor 3");
- 4. INEOS PHENOL VERWALTUNGSGESELLSCHAFT MBH, a limited liability company (Gesellschaft mit beschränkter Haftung) organised under the laws of Germany, registered in the commercial register (Handelsregister) of the local court (Amtagericht) of Gelsenkirchen under HRB 4099, having its business address at Dechenstraße 3, 45966 Gladbeck ("Pledgor 4" and "Company 2");
- INEOS DEUTSCHLAND GMBH, a limited liability company (Gesellschaft mit beschränkter Halfung) organised under the laws of Germany, registered in the commercial register (Handelsregister) of the local court (Amtsgericht) of Köln under HRB 61258, having its business address at Alte Straße 201, 50769 Köln, Germany ("Pledgor 5" and "Company 3");
- INEOS KÖLN VERWALTUNGS GMBH, a limited liability company (Gesellschaft mit beschränkter Haftung) organised under the laws of Germany, registered in the commercial register (Handelsregister) of the local court (Amtagericht) of Köln under HRB 59517, having its business address at Alte Straße 201, 50769 Köln, Germany ("Pledgor 6" and "Company 4");
- INEOS KÖLN BETEILIGUNGS GMBH & CO KG, a limited partnership (Kommandilgesellschaft) organised under the laws of Germany, registered in the commercial register (Handelsregister) of the local court (Amtsgericht) of Köln under HRA 24630, having its business address at Alte Straße 201, 50769 Köln, Germany ("Pledgor 7" and "Company 5");
- 8. INEOS DEUTSCHLAND HOLDING GMBH, a limited liability company (Gesellschaft mit beschränkter Haftung) organised under the laws of Germany, registered in the commercial register (Handelsregister) of the local court (Amtsgericht) of Köln under HRB 64857, having its business address at Alte Straße 201, 50769 Köln, Germany ("Pledgor 8" and "Company 6", Pledgor 1 through Pledgor 8 (inclusive) are collectively hereinafter referred to as the "Pledgors" and each as a "Pledgor");
- INEOS PHENOL GMBH, a limited liability company (Gesellschaft mit beschränkter Haftung)
  organised under the laws of Germany, registered in the commercial register (Handelsregister)
  of the local court (Amtsgericht) of Gelsenkirchen under HRB 9687, having its business address
  at Dechenstraße 3, 45966 Gladbeck, Germany ("Company 7");
- 10. INEOS KÖLN GMBH, a limited liability company (Geselischaft mit beschränkter Haftung) organised under the laws of Germany, registered in the commercial register (Handelsregister) of the local court (Amtsgericht) of Köln under HRB 37428, having its business address at Alte Straße 201, 50769 Köln, Germany ("Company 8", Company 1 through Company 8 (inclusive) are collectively hereinafter referred to as the "Companies" and each as a "Company");
- BARCLAYS BANK PLC, a credit institution organised under the laws of England and Wales with registered no. 01026167, having its business address at 1 Churchill Place, Canary Wharf.

London, E14 5HP, United Kingdom as security agent for the Secured Parties (as defined below) (the "Security Agent") and as original lender under the Senior Facilities Agreement (as defined below); and

12. THE INSTITUTIONS named in Schedule 1 hereto as original lenders (the "Original Lenders")

(the institutions listed under 11, and 12, above are hereinafter referred to each as an "Original Pledgee" and collectively as the "Original Pledgees" and together with any Future Pledgee (as defined below), each as a "Pledgee" and collectively as the "Pledgees").

#### WHEREAS:

- (A) INEOS Finance PLC (the "Senior Secured Note Issuer") has issued US\$ 1,000,000,000 8.375% senior secured notes and EUR 500,000,000 floating rate senior secured notes due 2019 (together the "2019 Senior Secured Notes") under the indenture dated as of 10 February 2012 among the Senior Secured Note Issuer, 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). The 2019 Senior Secured Notes have been fully redeemed in the meantime.
- (B) The Senior Secured Note Issuer has further issued US\$ 775,000,000 7.50% senior secured notes due 2020 (together the "2020 Senior Secured Notes") under the indenture dated as of 4 May 2012 among the Senior Secured Note Issuer, 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). The 2020 Senior Secured Notes have been fully redeemed in the meantime.
- (C) The Senior Secured Note Issuer has further issued EUR 770,000,000 4.00% senior secured notes due 2023 (together the "2023 Senior Secured Notes") under the indenture dated as of 5 May 2015 among the Senior Secured Note Issuer, the guarantors named therein, The Bank of New York Mellon as trustee (the "Senior Secured Notes Trustee") and the other parties thereto (as amended, restated, supplemented and/or waived from time to time; the "2023 Senior Secured Indenture"). The 2023 Senior Secured Notes have been fully redeemed in the meantime.
- (D) The Senior Secured Note Issuer has further issued EUR 550,000,000 2.125% senior secured notes due 2025 (together the "2025 Senior Secured Notes") under the indenture dated as of 3 November 2017 among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "2025 Senior Secured Indenture").
- (E) On 24 April 2019, the Senior Secured Note Issuer has further issued EUR 770,000,000 2.875% senior secured notes due 2026 (together the "2026 Senior Secured Notes") under the indenture dated as of 24 April 2019 among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "2026 Senior Secured Indenture").
- (F) On 29 October 2020, the Senior Secured Note Issuer has further issued EUR 325,000,000 3 3/8% senior secured notes due 2026 (together the "2026-2 Senior Secured Notes") under the indenture dated as of 29 October 2020 among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "2026-2 Senior Secured Indenture").
- (G) On 16 February 2023, the Senior Secured Note Issuer has further issued US\$ 425,000,000 6 3/4% senior secured notes due 2028 and 6 5/8% EUR 400,000,000 senior secured notes due 2028 (logether the "2028 Senior Secured Notes") under the indenture dated as of 16 February 2023 among the Senior Secured Note Issuer, the guarantors named therein, the Senior

Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "2028 Senior Secured Indenture").

- (H) On or about the date of this Agreement, the Senior Secured Note Issuer will further have issued US\$ 725,000,000 7 1/2% senior secured notes due 2029 and 6 3/8% EUR 850,000,000 senior secured notes due 2029 (the "New Senior Secured Notes") under the indenture dated on or about the date of this Agreement among the Senior Secured Note Issuer, the guarantors named therein, the Senior Secured Notes Trustee and the other parties thereto (as amended, restated, supplemented and/or waived from time to time, the "New Senior Secured Indenture").
- (I) INEOS US Finance LLC and the Senior Secured Note Issuer as Borrowers, Bardays Bank PLC as Administrative Agent (the "Administrative Agent") and Security Agent and the Lenders referred to therein have entered into a credit agreement originally dated 27 April 2012 (as amended and restated on 8 May 2013, on 21 February 2014, on 24 November 2014, on 31 March 2015, on 5 June 2015, on 28 February 2017, on 3 November 2017, on 29 October 2020, on 8 November 2021, on 8 November 2022 and on 16 February 2023 and as further amended, restated, refinanced, replaced, supplemented and/or waived from time to time, the "Existing Senior Facilities Agreement").
- In order to secure the obligations under or in connection with, inter alia, the 2019 Senior Secured Notes.
  - (1) Pledgor 1 and Pledgor 2 entered into a junior ranking share pledge agreement dated 8 February 2012 with the Security Agent and other financial institutions named therein as pledgees (notarial deed no. 31/2012 of the notary public Dr. Heinz-Joachim Freund, Frankfurt am Main, Germany) (the "Existing Pledge Agreement 1") and
  - (2) Pledgor 3 through Pledgor 8 (inclusive) entered into a junior ranking share and interest pledge agreement dated 29 February 2012 with the Security Agent and other financial institutions named therein as pledgees (notarial deed no. 42/2012 of the notary public Dr. Heinz-Joachim Freund, Frankfurt am Main, Germany) (the "Existing Pledge Agreement 2").
- (K) In order to secure the obligations under or in connection with, inter alia, the Senior Facilities Agreement, the 2019 Senior Secured Notes and the 2020 Senior Secured Notes.
  - (1) Pledgor 1 and Pledgor 2 entered into a junior ranking share pledge agreement dated 2 May 2012 with the Security Agent and other financial institutions named therein as pledgees (notarial deed no. 98/2012 of the notary public Dr. Heinz-Joachim Freund, Frankfurt am Main, Germany) (the "Existing Pledge Agreement 3");
  - (2) Pledgor 3 through Pledgor 8 (inclusive) entered into a junior ranking share and interest pledge agreement dated 25 May 2012 with the Security Agent and other financial institutions named therein as pledgees (notarial deed no. 123/2012 of the notary public Dr. Heinz-Joachim Freund, Frankfurt am Main, Germany) (the "Existing Pledge Agreement 4");
  - (3) The Pledgors entered into a junior ranking share and interest pledge agreement dated 7 May 2013 with the Security Agent and other financial institutions named therein as pledgees (notarial deed no. 75/2013 of the notary public Dr. Heinz-Joachim Freund, Frankfurt am Main, Germany) (the "Existing Pledge Agreement 5");
  - (4) The Pledgors entered into a junior ranking share and interest pledge agreement dated 20 November 2014 with the Security Agent and other financial institutions named therein as pledgees (notarial deed no. 247/2014 of the notary public Dr. Heinz-Joachim Freund, Frankfurt am Main, Germany) (the "Existing Pledge Agreement 6"); and
  - (5) The Pledgors entered into a junior ranking share and interest pledge agreement dated 26 March 2015 with the Security Agent and other financial institutions named therein as pledgees (notarial deed no. 83/2015 of the notary public Dr. Heinz-Joachim Freund, Frankfurt am Main, Germany) (the "Existing Pledge Agreement 7").

- (L) In order to secure the obligations under or in connection with, inter alia, the Senior Facilities Agreement, the 2020 Senior Secured Notes and the 2023 Senior Secured Notes, the Pledgors entered into a junior ranking share and interest pledge agreement dated 30 April 2015 with the Security Agent and other financial institutions named therein as pledgees (notarial deed no 118/2015 of the notary public Dr. Heinz-Joachim Freund, Frankfurt am Main, Germany) (the "Existing Pledge Agreement 8").
- (M) In order to secure the obligations under or in connection with the Senior Facilities Agreement and the 2023 Senior Secured Notes, the Pledgors entered into:
  - (1) a junior ranking share and interest pledge agreement dated 3 June 2015 with the Security Agent and other financial institutions named therein as pledgees (notarial deed no. 135/2015 of the notary public Dr. Heinz-Joachim Freund, Frankfurt am Main, Germany) (the "Existing Pledge Agreement 9"), and
  - (2) a junior ranking share and interest pledge agreement dated 27 February 2017 with the Security Agent and other financial institutions named therein as pledgees (notarial deed no. 16/2017 of the notary public Dr. Heinz-Joachim Freund, Frankfurt am Main, Germany) (the "Existing Pledge Agreement 10").
- (N) In order to secure the obligations under or in connection with the Senior Facilities Agreement, the 2023 Senior Secured Notes and the 2025 Senior Secured Notes, the Pledgors entered into a junior ranking share and interest pledge agreement dated 2 November 2017 with the Security Agent and other entities named therein as pledgees (notarial deed no. 152/2017 of the notary public Dr. Heinz-Joachim Freund, Frankfurt am Main, Germany) (the "Existing Pledge Agreement 11").
- (O) In order to secure the obligations under or in connection with the Senior Facilities Agreement, the 2023 Senior Secured Notes and the 2025 Senior Secured Notes, the Pfedgors entered into a junior ranking share and interest pledge agreement dated 21 March 2019 with the Security Agent and other entities named therein as pledgees (notarial deed no. 73/2019 JS of the notary public Dr. Jochen Scheel, Frankfurt am Main, Germany) (the "Existing Pfedge Agreement 12").
- (P) In order to secure the obligations under or in connection with the Senior Facilities Agreement, the 2023 Senior Secured Notes and the 2025 Senior Secured Notes, the Pledgors entered into a junior ranking share and interest pledge agreement dated 16 April 2019 with the Security Agent and other entities named therein as pledgees (notarial deed no. 102/2019 of the notary public Elmar Günther, Frankfurt am Main, Germany) (the "Existing Pledge Agreement 13").
- (Q) In order to secure the obligations under or in connection with the Senior Facilities Agreement, the 2025 Senior Secured Notes, the 2026 Senior Secured Notes and the 2026-2 Senior Secured Notes, the Pledgors entered into a junior ranking share and interest pledge agreement dated 27/28 October 2020 with the Security Agent and other entities named therein as pledges (notarial deed no. 149/2020 of the notary public Elmar Günther, Frankfurt am Main, Germany) (the "Existing Pledge Agreement 14").
- (R) In order to secure the obligations under or in connection with the Senior Facilities Agreement, the 2025 Senior Secured Notes, the 2026 Senior Secured Notes and the 2026-2 Senior Secured Notes, the Pledgors entered into a junior ranking share and interest pledge agreement dated 4 November 2021 with the Security Agent and other entities named therein as pledgees (notarial deed no. 187/2021 of the notary public Elmar Günther, Frankfurt am Main, Germany) (the "Existing Pledge Agreement 15").
- (5) In order to secure the obligations under or in connection with the Senior Facilities Agreement, the 2025 Senior Secured Notes, the 2026 Senior Secured Notes and the 2026-2 Senior Secured Notes, the Pledgors entered into a junior ranking share and interest pledge agreement dated 3 November 2022 with the Security Agent and other entities named therein as pledgees (notarial deed no. 222/2022 JS of the notary public Dr. Jochen Scheel, Frankfurt am Main, Germany) (the "Existing Pledge Agreement 16").

- (T) In order to secure the obligations under or in connection with the Senior Facilities Agreement, the 2025 Senior Secured Notes, the 2026-2 Senior Secured Notes, the 2026-2 Senior Secured Notes and the 2028 Senior Secured Notes, the Pledgors entered into a junior ranking share and interest pledge agreement dated 15 February 2023 with the Security Agent and other entities named therein as pledgees (notarial deed no. 34/2023 JS of the notary public Dr. Jochen Scheel, Frankfurt am Main, Germany) (the "Existing Pledge Agreement 17", and the Existing Pledge Agreement 1 through the Existing Pledge Agreement 17, together the "Existing Pledge Agreements").
- (U) INEOS US Finance LLC, INEOS Finance PLC, certain group companies as guarantors, certain lenders and the Administrative Agent and Security Agent will have entered into a joinder and amendment agreement in relation to the Existing Senior Facilities Agreement dated on or about the date hereof (the "Joinder Agreement") pursuant to which, inter alia, a new series of term loans will be incurred and certain other amendments will be made (the Existing Senior Facilities Agreement, as amended, restated, refinanced, replaced, supplemented and/or waived from time to time, including by way of the Joinder Agreement, the "Senior Facilities Agreement"). The amendments pursuant to the Joinder Agreement do not constitute a novation.
- (V) The Senior Facilities Agreement provides, under certain preconditions, for a right in favour of INEOS Luxembourg I S.A. (in its capacity as the "Company" under the Senior Facilities Agreement) and in favour of any entity succeeding INEOS Luxembourg I S.A. in the capacity as "Company" under the Senior Facilities Agreement, to designate any of its subsidiaries as an "unrestricted subsidiary" (each such subsidiary an "Unrestricted Subsidiary"), and further provides that such Unrestricted Subsidiary shall no longer be guarantor or security grantor in respect of the Secured Obligations and that any shares or interests in such Unrestricted Subsidiary shall no longer serve as collateral for the Secured Obligations.
- (W) The Pledgors have agreed to enter into this Agreement and to grant pledges over all of the Shares and Interests (as defined below) in each of the Companies to secure the respective claims of the Pledgees against the Obligors (as defined below), or any of them, under or in connection with the relevant Secured Documents (as defined below) and, by securing any claims of the Security Agent arising under the abstract acknowledgement of indebtedness (abstraktes Schuldanerkenntnis) granted under Clause 22.16 of the Intercreditor Deed (as defined below). Clause 14.09 of the 2025 Senior Secured Indenture, Clause 14.09 of the 2026 Senior Secured Indenture, Clause 14.09 of the 2026 Senior Secured Indenture and/or the relevant clause of the New Senior Secured Indenture, to indirectly secure the respective claims of the Secured Parties (as defined below) against the Obligors (as defined below) under the relevant Secured Documents.

#### NOW, IT IS HEREBY AGREED as follows:

#### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 In this Agreement

"Accession Document" means an agreement pursuant to which a person becomes a party to the Senior Facilities Agreement as an obligor;

"Administrative Agent Fee Letter" means the fee letter by and among the Administrative Agent and the borrowers under the Senior Facilities Agreement;

"Business Day" means any day (other than a Saturday or a Sunday) on which banks and financial markets are open for general business in London and New York;

"Cash Management Arrangement" shall mean any customary cash management, cash pooling or neiting or setting off arrangements or arrangements for the honouring of cheques, drafts or similar instruments including (for the avoidance of doubt) overdraft facilities entered into in the ordinary course of business but, in each case, only to the extent that the Principal Obligor has given notice in accordance with the terms of the Intercreditor Deed that the relevant cash management arrangement is to constitute a "Cash Management Arrangement";

"Cash Management Bank" means any bank or financial institution in its capacity as a provider of cash management services under a Cash Management Arrangement which is or becomes a party to the Intercreditor Deed as a cash management bank;

"Cash Management Exposure" means (without double counting) the aggregate of:

- (a) the principal amount under each overdraft facility provided under a Cash Management Arrangement (net of any credit balances on any account of any borrower under such overdraft facility with a Cash Management Bank, to the extent such credit balances are freely available to be set off by the Cash Management Bank against liabilities owed to it by the relevant borrower under the overdraft facility); and
- (b) the amount fairly representing the aggregate exposure (excluding interest and similar charges) of a Cash Management Bank under each other type of accommodation provided under a Cash Management Arrangement.

in each case as determined by the Cash Management Bank, acting reasonably in accordance with its normal banking practice and in accordance with the relevant Cash Management Arrangement;

"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" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;

"Event of Default" means any event or circumstance specified as such in any of the Senior Facilities Agreement or the Senior Secured Indentures;

"Existing GP Interest" means the general partner's interest (Komplementaranteil) in existence as at the date hereof in Company 5 held by Pledgor 6;

"Existing Interests" means the Existing GP Interest and the Existing LP Interest and any other interest in existence as at the date hereof in Company 5:

"Existing LP Interest" means the limited partner's interest (Kommanditantell) in existence as at the date hereof in Company 5 held by Pledgor 5, and which corresponds with the respective Pledgor's entry on the fixed capital account for the limited partner (festes Kapitalkonto);

"Existing Shares" means the number of issued and outstanding shares in each Company (other than Company 5) as listed in column B (3) of the table set out as part of Clause 2.1 (Pledged Shares and Interests) below;

"Future Interests" means all additional interests in Company 5 in which the relevant Pledgor holds an Existing Interest in whatever nominal amount, if any, which the relevant Pledgor may acquire in the future in the event of an increase of the capital (Einlagen) of Company 5 or otherwise;

"Future Pledgee" means any person (i) to whom a Pledge is transferred by operation of law, including as a result of transfer or assignment (including by way of assumption of contract (Vertragsübernahme)) of any part of the Secured Obligations from any Pledgee after the date of this Agreement and/or (ii) which becomes a Secured Party, including as a result of an assignment and assumption, a novation or a transfer of contract in relation to a Secured Document or accession to any Secured Document after the date of this Agreement, in each case provided that the respective person is a party to the Intercreditor Deed:

"Future Shares" means all additional shares in the capital of a Company (other than Company 5) in whatever nominal value which the relevant Pledgor may acquire in the future in the event of an increase of share capital of the respective Company or otherwise;

"Group" means the Parent and its Subsidiaries from time to time and "Group Company" and "member of the Group" means any of them;

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"Hedging Agreements" means all interest rate protection agreements (including, without limitation, interest rate swaps, caps, floors, collars and similar agreements) and/or other types of interest rate hedging agreements; foreign exchange contracts, currency swap agreements or other similar agreements or arrangements designed to protect against the fluctuations in currency values; or any forward contract, commodity swap, commodity option or other similar financial agreement or arrangement relating to, or the value of which is dependent upon, fluctuations in commodity prices, in each case entered into or to be entered into by a Subsidiary of intermediate Holdco that is an Obligor with a Hedge Counterparty under an "ISDA Master Agreement" or other agreement which is similar in effect to an "ISDA Master Agreement" and which the Principal Obligor has notified the Security Agent are to be treated as hedging agreements for the purposes of the Intercreditor Deed.

"Hedge Counterparty" means each bank or financial institution which is or becomes a party to the Intercreditor Deed as a hedge counterparty;

"Instructing Group" means the Senior Creditors whose Senior Credit Participations at the relevant time constitute the majority in aggregate principal amount of the total Senior Credit Participations at the relevant time:

"Intercreditor Deed" means the intercreditor deed dated 12 May 2010 between, amongst others, the Obligors referred to therein, the Administrative Agent, the Security Agent, 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 (as amended, restated, supplemented and/or waived from time to time);

"Interests" means the Existing Interests and the Future Interests;

"Intermediate Holdco" means INEOS Luxembourg I S.A.;

"ISDA Master Agreement" means the Master Agreement (Multicurrency – Cross Border) as published by the International Swaps and Derivatives Association, Inc. or the 2002 Master Agreement as published by the International Swaps and Derivatives Association, Inc.;

"Lenders" means any person participating as a lender under the Senior Facilities Agreement from time to time and "Lender" means any of them;

"Obligors" means the Principal Obligor, the Senior Secured Note Issuer, any borrower or guaranter under the Senior Finance Documents and/or any Senior Secured Note Document and "Obligor" means any of them;

"Parent" means INEOS Group Holdings S.A.;

"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 person 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 and the Senior Secured Indentures:

"Secured Documents" means, together, the Senior Finance Documents and the Senior Secured Note Documents;

"Secured Obligations" means any and all obligations due, owing or incurred to the Pledgees (or any of them) by any Obligor, any other Group Company or any other granter of Transaction Security under or in connection with any Secured Document (including, without limitation, 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 under any Secured Document (in each case to the extent permitted under the Secured Documents)) at present or in the future, in any manner whether actual and contingent, matured or unmatured, liquidated or

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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), including, but without limitation to, all liabilities in connection with any notes, bills or other instruments accepted by any Pledgee for or at the request of a Group Company and all losses incurred by any Pledgee in connection with any Secured Documents (including, without limitation, 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 under any Secured Document (in each case to the extent permitted under the Secured Documents)). The Secured Obligations shall, for the avoidance of doubt, also include (i) any obligations which are (or are expressed to be) or become owing to the Security Agent under any abstract acknowledgement of debt (abstraktes Schuldanerkenntnis) granted in relation to the Secured Documents, (ii) any obligations which are (or are expressed to be) or become owing to the Security Agent in its capacity as the joint and several creditor (Gesamtglaubiger) of each and every obligation of any Obligor, any other Group Company or any other grantor of Transaction Security towards each of the Pledgees under the Secured Documents and (iii) any non-contractual obligations arising in connection with the transactions contemplated by the Secured Documents, in particular, on the grounds of unjustified enrichment (ungerechtfertigte Bereicherung) and tort (Delikt);

"Secured Parties" means each Senior Finance Party, each Senior Secured Note Creditor and any Receiver or Delegate and "Secured Party" means any of them;

"Security Documents" means any document providing for a Security Interest in favour of the Secured Parties (or any of them) in respect of obligations of the Obligors under the Secured Documents:

"Security Interest" means any mortgage or deed of trust, charge, pledge, lien (statutory or otherwise), privilege, security interest, assignment, easement, hypothecation, claim, preference, priority or other encumbrance upon or with respect to any property of any kind (including any conditional sale, capital lease or other title retention agreement, real or personal, movable or immovable, now owned or hereafter acquired);

# "Senior Credit Participation" means:

- (a) in relation to a Senior Finance Party, the aggregate of:
  - (i) (without double counting) the amount of its aggregate commitments under the Senior Facilities Agreement and the outstanding principal amount of its aggregate loans extended under the Senior Facilities Agreement);
  - (ii) after the termination or close out of any liabilities owing to the Hedge Counterparties under or in connection with the Hedging Agreements, the amount, if any, payable to it as Hedge Counterparty under the relevant Hedging Agreement, that amount to be certified by the relevant Hedge Counterparty to the Administrative Agent and the Security Agent on request made in writing; and
  - (iii) the amount of its Cash Management Exposure; and
- in relation to a Senior Secured Note Creditor, the aggregate of the principal amount of the Senior Secured Notes in respect of which it is a Senior Secured Noteholder;

#### "Senior Creditors" means:

- (a) the Senior Finance Parties and/or any other lender or creditor in respect of any Senior Lender Liabilities owing under the Senior Finance Documents including, without limitation, each Hedge Counterparty and each Cash Management Bank; and
- (b) the Senior Secured Note Creditors;

"Senior Finance Documents" means the Senior Facilities Agreement, the Intercreditor Deed, the Security Documents, each Accession Document, any guarantee given with respect to the Senior Facilities Agreement, any promissory notes issued by a borrower under the Senior Facilities Agreement, the Hedging Agreements, any Cash Management Arrangement, the Administrative Agent Fee Letter and any other document designated as a Senior Finance Document by Intermediate HoldCo and the Administrative Agent:

"Senior Finance Parties" means the Administrative Agent, the Security Agent, each Lender, and each sub-agent appointed by the Administrative Agent with respect to matters relating to the loans under the Senior Facilities Agreement or the Security Agent with respect to matters relating to any Security Document, each Hedge Counterparty and each Cash Management Bank;

"Senior Lender Liabilities" means the liabilities owed by the Obligors to the Senior Finance Parties under or in connection with the Senior Finance Documents;

"Senior Secured Indentures" means the 2025 Senior Secured Indenture, the 2026 Senior Secured Indenture, the 2026-2 Senior Secured Indenture, the 2028 Senior Secured Indenture and the New Senior Secured Indenture:

"Senior Secured Noteholders" means the holders from time to time of the Senior Secured Notes:

"Senior Secured Notes" means the 2025 Senior Secured Notes, the 2026 Senior Secured Notes, the 2026-2 Senior Secured Notes, the 2028 Senior Secured Notes and the New Senior Secured Notes:

"Senior Secured Note Creditors" means any Senior Secured Noteholders and the Senior Secured Notes Trustee:

"Senior Secured Note Documents" means the Senior Secured Indentures, the Senior Secured Notes, the guarantees in respect of the Senior Secured Notes granted under the Senior Secured Indentures, the Security Interests granted or to be granted for the benefit of any Senior Secured Note Creditors and the Intercreditor Deed;

"Shares" means the Existing Shares and the Future Shares;

# "Subsidiary" of a person means:

- (a) any corporation more than 50% of the outstanding voting power of the voting stock of which is owned or controlled, directly or indirectly, by such person or by one or more other Subsidiaries of such person, or by such person and one or more other Subsidiaries thereof.
- any limited partnership of which such person or any Subsidiary of such person is a general partner, or
- (c) any other person in which such person, or one or more other Subsidiaries of such person, or such person and one or more other Subsidiaries, directly or indirectly, has more than 50% of the outstanding partnership or similar interests or has the power, by contract or otherwise, to direct or cause the direction of the policies, management and affairs thereof; and

"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.

1.2 A reference to any person in this Agreement includes such person's successors, transferees and assignees

Words importing the singular shall include the plural and vice versa unless the context requires otherwise.

# 2. PLEDGED SHARES AND INTERESTS

2.1 The following table sets out the respective shareholdings of each Pledgor in the respective Companies. Column A lists the names of the respective Pledgor and column B lists (1) the name of the respective Company, (2) the number of Existing Shares (and their respective nominal amounts) held by the respective Pledgor in the respective Company, (3) the total number of Existing Shares (and their respective nominal amounts) in the respective Company and (4) the aggregate stated share capital (Stammkapital) of the respective Company. The Pledgor (as listed in column A below) holds the shares in the respective nominal amounts listed in column (B) (2) in the Company listed in column B (1) next to the respective Pledgor's name.

	Column B
Column A	(1) Company
	(2) Shares held by Pledgor in Company
Pladgor	(3) Number of all Existing Shares
	(4) Aggregate stated share capital
oodiussaarsa talankoonta maaminin oo	(1) Ineos Köln Verwaitungs GmbH
INEOS Holdings Limited	(2) one share in the nominal amount of EUR 24,750 and a second share in the nominal amount of EUR 250 (each listed under current no. 1)
	(3) two shares in the aggregate nominal amount of EUR 25,000
	(4) EUR 25,000
1881 til statistist statistist statistist og statistist statistist statistist statistist statistist statistist	(1) INEOS Köln ĞmbH
INEOS Manufacturing	(2) one share in the nominal amount of EUR 500,000 with current no. 1 and a second share in the nominal amount of EUR 30,000 with current no. 2
Doutschland GmbH	(3) two shares in the aggregate nominal amount of EUR 530,000
	(4) EUR 530,000
mekkeen llaksissen saan saan saan naan naan saasaan saan sahaan hoon noon saan saan sa saas	(1) INEOS Deutschland Holding GmbH
INEOS investment Holdings (Germany)	(2) one share in the nominal amount of EUR 24,750 with current no. 1, a second share in the nominal amount of EUR 250 with current no. 2 and a third share in the nominal amount of EUR 1,000 with current no. 3
Limited	(3) three shares in the aggregate nominal amount of EUR 26,000
	(4) EUR 26,000
ikki kantilisis aasteläminen vansea amiikinen kaisti tiitiin käytelä viittiesi viittiesi tiitiitiesi tiitiite T	(1) INEOS Phenol Verwaltungsgesellschaft mbH
INEOS Investment	(2) one share in the nominal amount of DEM 50,000
Holdings (Germany) Limited	(3) one share in the aggregate nominal amount of DEM 50,000
	(4) DEM 50,000
ongskrinis knotot allement hänst i kild kild kild kirk in motolikisk sääde kild totak kenne men men men men me T	(1) INEOS Phenol GmbH
INEOS Phenol	(2) one share in the nominal amount of EUR 260 with current no. 2
Verwaltungsgesellschaft mbH	(3) two shares in the aggregate nominal amount of EUR 52,000,000
	(4) EUR 52,000,000

	(1) INEOS Manufacturing Deutschland GmbH
INEOS Deutschland	(2) one share in the nominal amount of EUR 22,500 with current no. 1
GmbH	(3) two shares in the aggregate nominal amount of EUR 25,000 (4) EUR 25,000
y ( green y the state of the st	(1) INEOS Manufacturing Deutschland GmbH
Ineos Köin Beteiligungs	(2) one share in the nominal amount of EUR 2,500 with current no. 2
GmbH & Co KG	(3) two shares in the aggregate nominal amount of EUR 25,000 (4) EUR 25,000
en ann an Aireann an Maria ann an Aireann an	(1) INEOS Deutschland GmbH
INEOS Deutschland	(2) one share in the nominal amount of EUR 25,000 with current no. 1
Holding GmbH	(3) one share in the aggregate nominal amount of EUR 25,000 (4) EUR 25,000
indanis kyyyytyypykysykyy yssyynny ysyymmassyn y allyssa palemni asimendii maes ullis tama all	(1) INEOS Phenol GmbH
INEOS Deutschland	(2) one share in the nominal amount of EUR 51,999,740 with current no. 3 (formerly current no. 1)
Holding GmbH	(3) two shares in the aggregate nominal amount of EUR 52,000,000
	(4) EUR 52,000,000

2.2 Pledgor 5 is the sole limited partner (Kommanditist) of Company 5 in which it holds the Existing LP Interest. Pledgor 6 is the sole general partner (Komplementar) of Company 5 in which it holds the Existing GP Interest.

The following table sets out the respective interests held by each Pledgor in Company 5. Column A lists the names of the Pledgors and Column B lists (1) the type of Existing Interest held by the relevant Pledgor in Company 5 and (2) the aggregate stated liable capital (Halfsumme), if any, pertaining to the respective Pledgor.

Column A	Column B (1) Type of Existing Interest held by Pledgor in Company 5
Pledgor	(2) Liable capital ( <i>Haftsumme</i> ), if any, held by Pledgor in Company 5
INEOS Deutschland GmbH	(1) Limited partner's interest (2) EUR 1,000
Ineos Köln Verwaltungs GmbH	(1) General partner's interest (2) None as of the date hereof

#### 3. PLEDGE

3.1 Each Pledgor hereby grants junior ranking pledges to each of the Pledgees over the Shares or Interests, respectively, held by it in the respective Company and/or acquired by it in the respective Company together with all anciliary rights and claims associated with the Shares or Interests, respectively, referred to in Clause 5 hereof (together the "Pledges" and each a "Pledge"). If the nominal share capital of a Company or the number or nominal amounts of the

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Existing Shares or the Existing Interests are different from the number or nominal amounts mentioned in Clause 2.1 or Clause 2.2, then, in any event, all Shares and Interests in each of the Companies in whatever nominal amount owned or held by the respective Pledger shall be pledged hereby to each of the Pledgees.

- 3.2 The Pledges shall be separate and shall rank equally with each other. The validity and effect of each of the Pledges shall be independent from the validity and the effect of the other Pledges created hereunder.
- 3.3 Each Original Pledgee hereby accepts its Pledges for itself, and the Security Agent, as representative without power of attorney (Vertreter ohne Vertretungsmacht), accepts the respective Pledges for and on behalf of each Future Pledgee. Each Future Pledgee ratifies such acceptance (Genehmigung der Erklärung des Vertreters ohne Vertretungsmacht) for itself by accepting the transfer or assignment (including for the avoidance of doubt by way of novation or assumption of contract (Vertragsübernahme)) of any part of the Secured Obligations from a Pledgee or otherwise by way of ratification in context of a Future Pledgee acceding to any Secured Document or otherwise becoming a party to a Secured Document. Upon such ratification such Future Pledgee becomes a party to this Agreement as Pledgee, it being understood that any future or conditional claim (zukünfliger oder bedingter Anspruch) of such Future Pledgee arising under any Secured Document (in each case, for the avoidance of doubt, as amended, varied, novated, supplemented or extended from time to time) shall be secured by the Pledges constituted hereunder. All parties hereby confirm that the validity of the Pledges granted hereunder shall not be affected by the Security Agent acting as representative without power of attorney for each Future Piedgee.

# 4. PURPOSE OF THE PLEDGES

The Pledges are constituted in order to secure the prompt and complete satisfaction of any and all Secured Obligations.

# 5. SCOPE OF THE PLEDGES

- 5.1 The Pledges constituted by this Agreement include the present and future rights to receive
  - (a) dividends payable in relation to the Shares, if any;
  - (b) profits payable in relation to the Interests (Gewinnansprüche), if any, and, in particular but not limited to, any and all rights and claims arising in connection with the capital accounts (Kapitalkanten), including the fixed capital account (festes Kapitalkanto), the reserve account (Rücklagenkonto) and the private accounts (Privatkonto) of the Pledgors, if any;
  - (c) liquidation proceeds (Liquidationserlöse), consideration for redemption (Abfindungsansprüche), repaid share capital (Stammkapital) or liable capital (Halfeinlage) in case of a capital decrease (Kapitalherabsetzung) or repaid capital surplus or paid-in surplus, any compensation in case of termination (Kündigung) and/or withdrawal (Austriti) of a shareholder or partner, respectively, of any of the Companies, the surplus in case of surrender (Preisgabe), any claim to a distribution quote (Auseinandersetzungsanspruch) and any compensation claims accruing to the respective general partner (Halfungsentschädigung zugunsten des Komplementärs).
  - (d) all other pecuniary claims associated with the Shares or Interests, respectively, including without limitation any proceeds or other consideration generated as a result of any transfer of the Shares or Interests, respectively; and
  - (e) newly issued or other additional shares or interests, respectively, in the relevant Company.
- 5.2 Notwithstanding that the dividends payable in relation to the Shares and the profits attributable to the Interests are piedged hereunder, each Piedgor shall be entitled to receive and retain all dividends and payments of profits whether in cash or otherwise, by the issue of any loan note

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or debt instrument or in specie in respect of the Shares or Interests, respectively, pledged by it until such time as a Declared Default has occurred.

Notwithstanding Clause 5.2 above, (i) distributions as set forth in Clauses 5.1(c) and 5.1(d) (the latter only to the extent that such distributions are generated as a result of any transfer of the Shares or Interests, respectively), (ii) distributions paid or payable (a) other than in cash or (b) in respect of an instrument or other asset received in respect of, or in exchange for, the Shares or Interests, respectively, and (iii) cash or other asset or instrument paid, payable or otherwise distributed in respect of principal of the Shares or Interests, respectively, shall, with effect from the creation of the Piedges, forthwith be delivered to the Security Agent, acting for and on behalf of the Piedgees, to be held as security and shall, if received by any Piedgor, be received as holder for the Piedgees and segregated from the other property or funds of the relevant Piedgor and be forthwith delivered to the Security Agent, acting for and on behalf of the Piedgees as security in the same form as so received (with any necessary endorsement), unless, in the case of (ii) or (iii) above, such distribution is in the ordinary course of business. Any further reaching obligations of any Company and/or any of the Piedgors in respect of the use of profits and/or dividends shall not be affected by this Clause 5.3.

#### 6 NOTIFICATION

Each of the Pledgers hereby notifies the relevant Company of the Pledges hereunder in accordance with Section 1280 of the German Civil Code (Bürgerliches Gesetzbuch). Each of the Companies acknowledges such pledges.

#### 7. EXERCISE OF VOTING RIGHTS

- 7.1 The voting rights relating to the Shares or Interests, respectively, remain with the respective Pledgor, Each Pledgor, however, shall at all times until the full satisfaction of all Secured Obligations or the release of the Pledges be required, in exercising its voting rights, to act in good faith to ensure that the Pledges are not in any way adversely affected. Each Pledgor undertakes to exercise its voting rights from time to time in such a way that, without the prior consent of the Pledgees (which consent may not unreasonably be withheld or delayed) no resolutions are passed which adversely affect the value of the Shares or Interests, respectively, pledged by it (other than by way of dividend distributions or profit payments in the ordinary course of business), in particular, but not limited to, the reduction or increase of the share capital or the liable capital, respectively, of the relevant Company, any merger of such Company or its liquidation, dissolution or the termination of its existence or the cessation of its business or part of its business.
- 7.2 No Pledgor shall take, or participate in, any action which results or might result in such Pledgor's loss of ownership of the Shares or Interests, respectively, and any other transaction which would have the same result as a sale, transfer, encumbrance or other disposal of the relevant Shares or Interests, respectively, or which would for any other reason be inconsistent with the security interest of the Pledgees or the security purpose (as described in Clause 4 hereof) or defeat, impair or circumvent the rights of the Pledgees without the prior written consent of the Pledgees, except as otherwise agreed in, or permitted under, the Relevant Secured Documents.
- 7.3 Each Pledgor shall inform the Pledgees by notification to the Security Agent without undue delay of all matters concerning the respective Company of which it is aware and which could materially adversely affect the security interest of the Pledgees. In particular, each Pledgor shall notify the Pledgees by notification to the Security Agent forthwith of any shareholders' meeting at which a shareholders' resolution is intended to be adopted which could have a material adverse effect upon any of the Pledges. Each Pledgor shall allow, following a Declared Default, the Security Agent (acting on behalf of the Pledgees) or, as the case may be, its proxy or any other person designated by the Pledgees to participate in all such shareholders' meetings of the respective Company. Subject to the provision contained in Clause 16.1 hereof, the Pledgees' right to attend the shareholders' meetings shall lapse immediately upon complete satisfaction and discharge of the Secured Obligations. Without prejudice to the aforesaid, as long as any of the Pledges remain in effect, each Pledgor shall send to the Security Agent a copy of the minutes (if any) of any ordinary or extraordinary shareholders' meeting relating to the relevant Company.

#### 8. THE PLEDGEES' RIGHT OF ENFORCEMENT

- 8.1 If the requirements set forth in Sections 1273, 1204 et seq. of the German Civil Code (Bürgerliches Gesetzbuch) and Section 368 of the German Commercial Code (Handelsgesetzbuch) with regard to the enforcement of the Pledges are met (Pfandreife) and a Declared Default has occurred, then, in order to enforce the Pledges, the Pledgees acting through the Security Agent may at any time thereafter avail themselves of all rights and remedies that a pledgee has upon the default of a pledgor under the laws of the Federal Republic of Germany.
- 8.2 The Pledgees shall be entitled to have all the Shares or Interests, respectively, sold at public auction or realised by any other permitted proceeding without a prior court ruling or court proceeding (vollstreckbarer 7itel) notwithstanding Section 1277 of the German Civil Code. In the event of an enforcement by way of public auction, each Pledgor hereby expressly agrees that ten (10) Business Days' prior written notice to the respective Pledgor of the place and time of any such public auction shall be sufficient. The public auction may take place at any place in the Federal Republic of Germany.
- 8.3 The Piedgors shall bear all costs and fees (including costs for court proceedings and legal fees) and turnover tax, if any, in connection with the realisation of the Piedges. The Piedgors shall, at their own expense, render forthwith all assistance reasonably necessary in order to facilitate the prompt exercise by the Piedgees (or any of them) acting through the Security Agent of any right the Piedgees may have under German law.
- 8.4 Until the Secured Obligations have been satisfied and discharged in full, the Security Agent, acting for and on behalf of the Pledgees, shall be entitled to treat all enforcement proceeds which have not been applied or must not be applied in satisfaction of the Secured Obligations as additional collateral for the Secured Obligations for the benefit of the Pledgees.
- 8.5 Provided that the requirements for enforcement referred to under Clause 8.1 above are met, and with effect from the creation of the Pledges, all subsequent dividend payments in relation to the Shares or payments of profits attributable to the Interests, if any, which will be made to the Pledgers and, as the case may be, all payments based on similar ancillary rights attributed to the Shares or Interests, respectively, may be applied by the Pledgees acting through the Security Agent in satisfaction in whole or in part of the Secured Obligations or treated as additional collateral.
- 8.6 Even if the requirements for enforcement referred to under Clause 8.1 above are met, the Pledgees shall not, whether as proxy or otherwise, be entitled to exercise the voting rights attached to the Shares or Interests, respectively. However, each Pledger shall, upon the occurrence of a Declared Default have the obligations and the Pledgees shall have the rights set forth in Clause 7.3 above regardless of which resolutions are intended to be adopted.
- 8.7 The proceeds from the enforcement of the Pledges shall, after deduction of enforcement costs which are to be borne by the respective Pledger in accordance with Clause 8.3, be paid to the Security Agent and shall, subject to Clause 8.9, be applied in accordance with the terms of the Intercreditor Deed.
- 8.8 The Security Agent acting for and on behalf of the Pledgees may, in its sole discretion, determine which of several security interests, if applicable, shall be used to satisfy the Secured Obligations. The Pledgees shall at all times until the full and complete satisfaction of all the Secured Obligations take into consideration the legitimate interest of the Pledgers in exercising their rights and carrying out their duties under this Agreement.
- 8.9 The enforcement of the Pledges granted by any Pledger organised in the legal form of a German limited liability company (the "GmbH Pledger") shall be limited as follows:
  - (a) Subject to the provisions of this Clause 8.9 and notwithstanding anything to the contrary in this Agreement or in any other Secured Document, to the extent any GmbH Pledgor secures liabilities of its direct or indirect shareholder(s) or any of their affiliates (other than subsidiaries of that GmbH Pledgor) the enforcement of such Pledges shall be limited to an amount equal to the higher of:

- (i) the aggregate of:
  - (A) any amounts directly or indirectly made available under any Secured Document to such GmbH Pledgor which have not yet been repaid by that GmbH Pledgor as of the date on which the Security Agent notifies the GmbH Pledgor of its intention to enforce the Pledges (the "Notification Date"); and
  - (B) the amount of the net assets (Reinvernogen) of that GmbH Pledgor as shown in a balance sheet drawn up (Stichtagsbilanz) as of the end of the Notification Date (the "Available Net Assets"); and
- (ii) the amount enforceable by operation of paragraph (c) (ii) below.

When used in this Clause 8.9, net assets (Reinvermögen) of a GmbH Pledgor shall be calculated as the sum of the balance sheet positions shown under Section 266 (2) (A), (B), (C), (D) and (E) of the German Commercial Code (HGB), less the aggregate of (x) the amounts shown under balance sheet positions pursuant to Section 266 (3) (A) I. II. III (with respect to II and III to the extent that reserves cannot be released under the then current circumstances) and IV (to the extent losses are carried forward) and V (to the extent there is an annual loss), (B), (C), (D) and (E) of the German Commercial Code (but disregarding, for the avoidance of doubt, any financial indebtedness which is subordinated to any financial indebtedness outstanding under the Secured Documents (including indebtedness in respect of guarantees for financial indebtedness which is so subordinated)) and (y) its non-distributable assets pursuant to Section 258 (8) of the German Commercial Code (HGB).

Further, any increases of the registered capital (Stammkapital) of such GmbH Pledgor effected after the date of this Agreement without the prior written consent of the Instructing Group and any indebtedness incurred in violation of the Secured Documents shall be disregarded.

- (b) Each GribH Pledgor shall, if:
  - it has been notified of the intention of the Security Agent to enforce the Pledges, and
  - (ii) there continue to be outstanding claims against any Obligor, other member of the Group and/or any other grantor of Transaction Security under the terms of any of the Secured Documents after application of paragraph (a).

realise, within a period of three (3) months after the Notification Date, to the extent legally permitted, any and all of its assets which have a fair market value which is materially higher than the book value (or if there is no book value allocated to this asset), if such realisation is commercially justifiable with respect to the cost and efforts involved and, to the extent that any asset is essential for its business, shall only realise such asset if such realisation does not affect the ability of such GmbH Pledgor to use that asset or the relevant part of its business can be carried on from other sources without use of such asset. After the expiry of such three month period the relevant GmbH Pledgor shall, within three Business Days; notify the Security Agent of the amount of the proceeds from the sale and submit an accompanying statement to the Security Agent stating the amount of the Available Net Assets of such GmbH Pledgor, recalculated to take into account such proceeds. Such recalculation shall, upon the Security Agent's request (such request to be delivered not later than three (3) Business Days after receipt by the Security Agent of such recalculation), be confirmed by its auditors within a period of thirty (30) Business Days following the respective request.

- (c) The parties agree that:
  - (i) a notification of the Security Agent's intention to enforce the Pledges may, subject to the preconditions and terms of this Clause 8 be delivered for any amount due and payable under the Secured Obligations and considered

appropriate for enforcement by the Security Agent (the "Enforcement Amount"):

- (ii) the Enforcement Amount may be enforced against the GmbH Pledgor unless the GmbH Pledgor notifies the Security Agent upon receiving such enforcement notice within a period of fifteen (15) Business Days that the Enforcement Amount exceeds the Available Net Assets together with calculations of such excess (the Available Net Assets, upon request by the Security Agent, to be confirmed by such GmbH Pledgor's auditors within a period of further thirty (30) Business Days following the respective request);
- (iii) irrespective of any notice given in accordance with paragraph (c)(ii) the Security Agent may immediately enforce the Pledges in an amount equal to the aggregate of:
  - (A) any amounts directly or indirectly made available under any Secured Document to a GmbH Pledgor which have not yet been repaid by that GmbH Pledgor as of the Notification Date; and
  - (B) the amount of the net assets (Reinvermögen) of that GmbH Pledgor as shown in its financial statements (unaudited or audited, as the case may be) most recently delivered to the Security Agent (the "Communicated Net Assets"), unless the relevant GmbH Pledgor provides evidence reasonably satisfactory to the Security Agent that an immediate enforcement of the Pledges in an amount equivalent to the Communicated Net Assets (excluding, for the avoidance of doubt any amounts referred to under sub-paragraph (c) (iii) (A) above) would require its management to file for insolvency for reasons of an inability to pay its debts as they fall due (Zahlungsunfähigkeit), in which case to such extent no such immediate enforcement will be permitted.
- (iv) if calculations in accordance with sub-paragraph (c) (ii) are provided and the Available Net Assets exceed the amount of the Communicated Net Assets, the Security Agent shall be entitled to enforce the Pledges in an amount equal to such excess after expiry of the first period of fifteen (15) Business Days referred to in sub-paragraph (c) (ii) or, if the Security Agent has requested a confirmation of such calculations by such GmbH Pledgor's auditors, after the expiry of the further period of thirty (30) Business Days referred to in subparagraph (c) (ii):
- (v) if calculations in accordance with sub-paragraph (c) (ii) are provided and the Available Net Assets are lower than the amount of the Communicated Net Assets and the Pledges have been enforced under sub-paragraph (c) (iii) (B), the balance shall be repaid by the Security Agent to the respective GmbH Pledgor after expiry of the first period of fifteen (15) Business Days referred to in sub-paragraph (c) (ii) or, if the Security Agent has requested a confirmation of such calculations by such GmbH Pledgor's auditors, within three Business Days after the expiry of the further period of thirty (30) Business Days referred to in sub-paragraph (c) (ii).
- (vi) in respect of any additional amount pursuant to paragraph (b) the Security Agent may enforce the Pledges after expiry of the three months period set forth in paragraph (b) or, if the Security Agent has requested a confirmation of the recalculation of the Available Net Assets pursuant to paragraph (b), after expiry of the period of further thirty (30) Business Days referred to in the last sentence of paragraph (b). Should the statement on the recalculated Available Net Assets pursuant to paragraph (b) or, as the case may be, the confirmation of such recalculation by its auditors, not be provided to the Security Agent within the time periods set forth in paragraph (b), the Security Agent shall be entitled to enforce the Pledges in an amount equal to the net proceeds from the sale of the assets pursuant to paragraph (b) after expiry of the relevant time period referred to in paragraph (b); and

- (vii) to the extent that a GmbH Pledgor does not secure any amounts directly or indirectly made available under any Secured Document to a GmbH Pledgor which have not yet been repaid by that GmbH Pledgor as of the Notification Date, if the Security Agent notifies a GmbH Pledgor of its intention to enforce the Pledges and the respective GmbH Pledgor promptly notifies the Security Agent that such enforcement (taking into account the limitations set forth in this Clause 8.9) would oblige its management to file for insolvency for reasons of an inability to pay its debts as they fall due (Zahlungsunfähigkeil), the Security Agent will, without prejudice to any rights it may have under this Agreement, discuss with the respective GmbH Pledgor ways to avoid the insolvency of that GmbH Pledgor.
- (d) The restrictions pursuant to paragraph (a) above shall not apply:
  - (i) when, at a Notification Date the restrictions under paragraph (a) are, due to a change of the applicable laws, the interpretation thereof or otherwise, not required to protect the managing directors of the relevant GmbH Pladger or of any of its direct or indirect shareholders from the risk of personal liability:
  - (ii) if the GmbH Pledgor (as dominated entity) is subject to a domination and/or profit and loss pooling agreement (Beherrschungs- und/oder Gewinnabführungsvertrag) (within the meaning of Section 291 of the German Stock Corporation Act (Aktiengesetz)) on the date of the enforcement of the pledges granted hereunder, but only if and to the extent that it may reasonably be expected (applying the due care of an ordinary businessman (Sorgfalt eines ordentlichen Kaufmanns)) that such GmbH Pledgor is able to recover the annual loss (Jahresfehlbetrag) which the dominating entity is obliged to pay pursuant to Section 302 of the German Stock Corporation Act; or
  - (iii) if and to the extent the GmbH Pledgor holds on the date of enforcement of the pledges granted hereunder a fully recoverable indemnity or claim for refund (vollwertiger Gegenleistungs- oder Rückgewähranspruch) (within the meaning of Section 30 (1) sentence 2 of the German Limited Liability Companies Act (Gesetz betreffend die Gesellschaften mit beschränkter Haftung) against its shareholder covering at least the relevant amount enforced under the pledges.
- (e) This Clause 8.9 (a) through (d) shall apply mutatis mutandis to a Pledgor organised as a limited liability partnership (GmbH & Co. KG) with a GmbH as its sole general partner, provided that in such case and for the purpose of this Clause 8.9 only any reference to such Pledgor's net assets (Reinvermögen) shall be deemed to be a reference to the net assets (Reinvermögen) of such Pledgor and its general partner (Komplementär) on a pro-forma consolidated basis.
- 8.10 After the complete, unconditional, irrevocable, and full payment and discharge of all Secured Obligations any remaining proceeds resulting from the enforcement of the Pledges (or part thereof) shall be transferred to the respective Pledgor at the cost and expense of such Pledgor.

# 9. RELEASE OF PLEDGES (PFANDFREIGABE)

- 9.1 Upon complete and irrevocable satisfaction of the Secured Obligations, the Pledgees' rights hereunder shall lapse and the Security Agent, acting for and on behalf of the Pledgees, will as soon as reasonably practical confirm in writing the termination of the Pledges (Erlöschen der Pfandrechte) to the Pledgers.
- 9.2 At any time when the total value of the aggregate security granted by the Pledgors and the other Obligors to secure the Secured Obligations (the "Security") which can be expected to be realised in the event of an enforcement of the Security (realisierbarer Wert) exceeds 110% of the Secured Obligations (the "Limit") not only temporarily, the Pledgees shall upon the demand of any Pledgor release such part of the Security (Sicherheitenfreigabe) as the Pledgees may in their reasonable discretion determine so as to reduce the realisable value of the Security to the Limit.

- 9.3 The realisable value of the Shares or Interests, respectively, upon which the Pledge will be released is 70% of the value as determined by an acknowledged accountancy firm by way of a valuation report at the respective Pledgor's expense (deduction for valuation and enforcement risks, including incurred costs and interest). The value of the Shares or Interests, respectively, shall be calculated on the basis of the German Tax Valuation Act (Bewertungsgesetz) and the General Valuation Rules (Bewertungsregetn).
- 9.4 In case the realisable value of the Security has decreased below the Limit and provided the Pledgors have exercised their right of release of Security, the Pledgors have, upon receipt of a notification by the Security Agent acting on behalf of the Pledgees, to grant additional security to the Pledgees without undue delay, however, at the latest within 15 days to the extent that the ratio of the thereby increased Security in relation to the Secured Obligations remains 110 to 100 at all times.
- 9.5 Each Pledgor and the Pledgees may request to agree on a different value or valuation procedures in respect of the total value of security granted by the respective Pledgor and the expected value to be realised in the event of an enforcement of the Security provided that the agreed values or valuation procedures have proven to have materially increased or materially decreased as a result of any change of circumstance.
- 9.6 If and as soon as any of the Companies has become an Unrestricted Subsidiary, then, without any further notice or declaration needed from any of the parties to this Agreement.
  - (a) the Shares in that Unrestricted Subsidiary, as well as the Shares in any Company that is a subsidiary of such Unrestricted Subsidiary (such Shares collectively the "Released Shares") shall be released (Aufhebung des Pfandrechts in the sense of § 1255 BGB) from the Pledges under this Agreement as well as from any pledge created under any of the Existing Pledge Agreements;
  - (b) the Pledgor or Pledgors of any of the Released Shares shall be released from any obligations under this Agreement and under any of the Existing Pledge Agreements (in each case solely in relation to the Released Shares); and
  - (c) upon the request of any Pledgor of Released Shares, the Security Agent (acting on its own behalf as well as on behalf of any of the other Pledgees) shall promptly confirm, as a matter of record, the release of the Released Shares from any Pledge and from any pledge under any of the Existing Pledge Agreements.

#### 10. UNDERTAKINGS OF THE PLEDGORS

- 10.1 During the term of this Agreement, each Pledgor undertakes to the Pledgees (except as otherwise agreed in, or permitted under, the Relevant Secured Documents):
  - to take all actions or make all declarations the Security Agent may require for perfecting, protecting or enforcing the Pledges intended to be created by this Agreement at the relevant Pledgor's own cost and expense;
  - (b) not to create or permit to subsist any encumbrance over all or any of the Shares or Interests, respectively, pledged by it or any interest therein (other than the pledges granted pursuant to the Existing Pledge Agreements or other security pursuant to the Security Documents) or otherwise sell, transfer or dispose of the whole or any part of such Shares or Interests, respectively, or any interest therein (including, for the avoidance of doubt, any transfer by means of universal or partial succession (Gesamtrechtsnachfolge, partialle Gesamtrechtsnachfolge)) or knowingly do or permit to be done, anything which might reasonably be expected to depreciate, jeopardise or otherwise directly or indirectly prejudice the value of such Shares or Interests, respectively, or any interest therein without the prior written consent of the Security Agent, acting for and on behalf of the Pledgees;
  - (c) to obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the

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laws and regulations applicable to enable the respective Pledgor lawfully to enter into and perform its obligations under this Agreement and to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement.

- (d) to effect promptly (univerzöglich) any payments to be made in respect of the Shares or Interests, respectively, pledged by it, and not to make any repayment of share capital or liable capital, in respect of the Interests;
- (e) to notify the Security Agent promptly of any event or circumstance which might reasonably be expected to have a material adverse effect on the respective security interest granted by it hereunder;
- (f) to refrain from any acts or omissions, the purpose or effect of which is the dilution of the value of the Shares or Interests, respectively, pledged by it (other than dividend distributions or profit payments in the ordinary course of business) or such Shares or Interests, respectively, ceasing to exist;
- (g) to notify the Security Agent without undue delay of (i) any change in the shareholding in, or the capital contributions to, the respective Company, and (ii) any change in holding of the Interests in, or the liable capital of Company 5;
- (h) without the prior written consent of the Security Agent, acting for and on behalf of the Pledgees, not to amend the articles of association of any Company to the extent that such amendment would or would be likely to adversely affect the security interest of the Pledgees created hereunder; and
- (i) to notify the Security Agent without undue delay of any attachment (Pfandung) and/or any third parties bringing claims with respect to the relevant Shares or interests, respectively, and rights set out in Clause 5.1 which could jeopardise the Pledges or materially impair their value.
- A consent required from the Security Agent under this Clause 10 may, inter alia, be withheld if the respective Pledgor cannot provide evidence reasonably satisfactory to the Security Agent that the contemplated action for which such consent is required would maintain the full legal and economic quality and effectiveness of the security granted to the Pledgees under this Agreement (subject to such contemplated action being permitted under the Relevant Secured Documents); in particular the Pledgees may at all times request to hold a pledge over 100% of the Shares or Interests, respectively, (and in the case of a merger an equivalent security interest over the shares and/or interests in the surviving entity) of the Companies in accordance with the terms of this Agreement and the Relevant Secured Documents.

# 11. REPRESENTATIONS AND WARRANTIES

Each Pledgor represents and warrants to the Pledgees that:

- 11.1 at the date hereof the statements made in Clause 2 above are true and correct;
- at the date hereof each Company in which the relevant Pledgor holds the Existing Shares or Existing Interests, respectively, and the relevant Pledgor itself are validly existing under the laws of their respective jurisdiction and neither unable to pay their debts as and when they fall due (zahlungsunfähig), over-indebted (überschuldet) nor subject to imminent illiquidity (drohende Zahlungsunfähigkeit) within the meaning of Sections 17, 18 and 19 of the German Insolvency Code (insolvenzordnung) or any comparable law or provision under any other applicable law or jurisdiction nor subject to any insolvency proceedings (Insolvenzoverfahren) or equivalent proceedings under any applicable law;
- 11.3 the validity and enforceability of this Agreement is not subject to any consent or other (legal or non-legal) requirement or condition which has not been obtained, and a shareholders' and board resolution approving this Agreement has been obtained, where necessary;

- 11.4 it is not subject to any restriction of any kind (other than the restrictions provided for in the Secured Documents and the Existing Pledge Agreements) and has the corporate power and the authority to enter into this Agreement;
- 11.5 it is and will (save to the extent it disposes of any interest in the Shares or Interests, respectively, pledged by it pursuant to any disposal permitted under the Relevant Secured Documents) be the sole legal and beneficial (wirtschaftlicher) owner of all Shares or Interests, respectively, pledged by it and the Shares or Interests, respectively, pledged by it are free from any rights of third parties (including pre-emption rights) and in each case free from encumbrances, save for the Pledges granted hereunder and the pledges granted under the Existing Pledge Agreements and any other security pursuant to the Security Documents and can be freely pledged;
- 11.6 each Existing Share or Existing Interest, respectively, pledged by it is fully paid in and has not been repaid, and any Future Share or any Future Interest, respectively, to be acquired by it will be fully paid in, and as of the date hereof there is no nor will there be any obligation for a shareholder to make additional contributions (Einlagen, Agio, Nachschüsse or the like); and
- 11.7 the Shares or Interests, respectively, in the respective Company listed in Clause 2, column B next to the Pledgor's name are the only shares or interests, respectively, in the respective Company in existence at the date hereof and there are no silent partnership agreements or similar arrangements by which a third party is entitled to a participation in the profits or revenue of such Company.

# 12. WAIVER OF RIGHTS

- 12.1 Each Pledgor hereby waives the rights it may have pursuant to Sections 1211 and 770 of the German Civil Code of revocation (Anlechtbarkeil) and set-off (Aufrechenbarkeil) unless a claim is undisputed (unbestritten) or has been finally determined by court (rechtskräftig festgestellt). In the case of enforcement Section 1225 of the German Civil Code shall not apply.
- 12.2 The parties agree that in the event of enforcement of the Pledges (or any of them) or in the event that any Pledgor repays any debt of any Obligor under any of the Secured Documents (i) none of the Secured Obligations shall pass to the relevant Pledgor (whether by subrogation or otherwise) and (ii) the relevant Pledgor shall not be entitled to any right or claim (including any recourse claim (Rückgriffsanspruch) against any Obligor) resulting therefrom in each case (i) and (ii) until complete satisfaction of the Secured Obligations.

#### 13. INDEMNITY

- 13.1 Neither the Security Agent nor the other Pledgees shall be liable for any loss or damage suffered by any Pledgor save in respect of such loss or damage which is suffered as a result of wilful misconduct or gross negligence of the Security Agent or the other Pledgees.
- 13.2 Each Pledgor will indemnify each of the Security Agent and the other Pledgees and keep each of the Security Agent and the other Pledgees, or attorney, manager, agent or other person appointed by the Security Agent, indemnified against any losses, actions, claims, expenses, demands and liabilities which may be incurred by or made against any of the Security Agent or the other Pledgees for anything done or omitted in the exercise or purported exercise of the powers contained herein and occasioned by any breach of any Pledgor of any of its obligations or undertakings herein contained other than to the extent that such losses, actions, claims, expenses, demands and liabilities are incurred or made against the Pledgees as a result of the wilful misconduct or gross negligence of the Pledgees or, as the case may be, the Security Agent.

# 14. RELEASE FROM RESTRICTIONS ON SELF-DEALING AND REPRESENTING SEVERAL PARTIES

Each of the Pledgees hereby releases the Security Agent, to the extent legally possible, from the restrictions on self-dealing and representing several parties at the same time pursuant to Section 181 of the German Civil Code (Bürgerliches Gesetzbuch) and similar restrictions applicable to the Security Agent pursuant to any other applicable law.

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#### 15. ASSIGNEES AND TRANSFEREES

This Agreement shall be binding upon the parties hereto and their respective successors in law. The Security Agent and the other Pledgees shall be entitled to assign or otherwise transfer any and all of their rights and duties under this Agreement to third parties. None of the Pledgors shall be entitled to such transfer. The parties hereto hereby agree that any person who is an assignee and transferee of a Pledgee pursuant to the Secured Documents, upon such assignment and transfer being effected, becomes a Pledgee for the purposes of this Agreement.

#### 16. DURATION AND INDEPENDENCE

- 16.1 This Agreement shall remain in full force and effect until complete satisfaction of the Secured Obligations. The Pledges shall not cease to exist if the Secured Obligations have only temporarily been discharged.
- 16.2 This Agreement shall create a continuing security and no change, amendment, supplement or novation whatsoever in the Senior Facilities Agreement or in any other Secured Document shall affect the validity or the scope of this Agreement nor the obligations which are imposed on the Pledgors hereunder.
- 16.3 This Agreement is independent from any other security or guarantee which may have been or will be given to the Pledgees or the Security Agent with respect to any obligation of any Pledgor. None of such other security interests shall prejudice, or shall be prejudiced by, or shall be merged in any way with, this Agreement.
- 16.4 Waiving Section 418 of the German Civil Code, each Pledgor hereby agrees that the security created hereunder shall not be affected by any transfer or assumption of the Secured Obligations to, or by, any third party. The pledges shall also cover any future extension of the Secured Obligations and each Pledgor herewith expressly agrees that the provisions of section 1210 para. I sentence 2 of the German Civil Code shall not apply to this Agreement.

#### 17. COSTS AND EXPENSES

All reasonable costs, charges, fees and expenses together with any applicable value added tax arising from this Agreement or reasonably incurred in connection with its preparation, execution, amendments, restatements, novation, waivers, consents or suspension of rights or any proposal for any of the same (in each case including fees for legal advisers) relating to this Agreement shall be borne by the Pledgors on a joint and several basis.

### 18. NOTICES AND LANGUAGE

18.1 Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally, or sent by mail, fax transmission or cable (the falter two to be affirmed in writing) to the following addresses:

to Pledgor 1 and 3: Address: Hawkslease, Chapel Lane, Lyndhurst

Hampshire SO43 7FG

United Kingdom

Email: yasin.ali@ineos.com Fax: +44 (0) 2380 287069

Attention: Yasin Ali (company secretary)

to Pledgors 2, 4 to 8: Address: Alte Straße 201

D-50769 Kön, Germany

Email: patrick.giefers@ineos.com Fax: +49 221 3555 161362

Attention: Dr. Patrick Giefers / Dr. Axel Göhrt

to the Pledgees:

#### BARCLAYS BANK PLC

in its capacity as Security Agent for and on behalf of the Pledgees

Address

1 Churchill Place Canary Wharf London E14 5HP United Kingdom

Fax

+ 44 (0) 20 7773 4893

Email

lee xc smith@barclays com

Attention

Lee Smith

or to such address as the recipient may have notified in writing. Proof of posting or dispatch of any notice or communication to any Pledgor shall be deemed (widerlegbare Vermutung) to be proof of receipt in the case of a letter, on the second Business Day in the country of receipt after posting and in the case of a fax transmission or cable on the Business Day in the country of receipt immediately following the date of its dispatch.

18.2 Any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail, except that where a German translation of a legal term appears in such text, the German translation shall prevail.

# 19. PARTIAL INVALIDITY: NO IMPLIED WAIVER

- 19.1 Without prejudice to any other provision hereof, if at any time any one (or more) provision(s) hereof is or becomes invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, or if the parties become aware of any omission (Vertragslücke) hereto of any terms which were intended to be included in this Agreement, such invalidity, illegality, unenforceability in such jurisdiction or with respect to such party or parties or such omission shall not, to the fullest extent permitted by applicable law, render invalid, illegal or unenforceable such provision or provisions in any other jurisdiction or with respect to any other party or parties hereto and shall not affect or impair the validity, legality and enforceability of the remaining provisions hereof. Such invalid, illegal or unenforceable provision or such omission shall be replaced by the parties with a provision which comes as close as reasonably possible to the commercial intentions of the invalid, illegal, unenforceable or omitted provision.
- 19.2 No failure to exercise, nor any delay in exercising, on the part of the Security Agent or the other Pfedgees (or any of them), any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law.
- 19.3 In particular, the Pledges shall not be affected and shall in any event extend to any and all Shares or Interests, respectively, in the relevant Company even if the number or nominal value of the Existing Shares or Existing Interests, respectively, or the aggregate share capital or liable capital of the relevant Company as stated in Clause 2 are inaccurate or deviate from the actual facts.

#### 20. AMENDMENTS

Any amendments, changes or variations to this Agreement, including this Clause 20, shall be made in writing, unless notarial form by operation of law is required.

# 21. CHOIGE OF LAW

This Agreement is governed by, and shall be construed in accordance with, the laws of the Federal Republic of Germany.

# 22. PLACE OF JURISDICTION AND PERFORMANCE

- 22.1 Each of the parties hereto irrevocably agrees that the District Court (Landgerichf) in Frankfurt am Main, Federal Republic of Germany, shall, subject to Clause 22.2 below, have exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement and, for such purposes, irrevocably submits to the jurisdiction of such court.
- 22.2 The submission to the jurisdiction of the court referred to in Clause 22.1 shall not (and shall not be construed so as to) limit the right of the Pledgees to take proceedings against any Pledgor in any other court of competent jurisdiction, nor shall the taking of proceedings against any Pledgor in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.
- 22.3 Place of performance (Erfüllungsort) is Frankfurt am Main.

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# Schodule 1

# List of Original Lendons

1828 CLO LIMITED
1988 CLO 1 LTD.
1988 CLO 2 LTD.
1988 CLO 3 LTD
37 CAPITAL CLO 1 LIMITED
37 CAPITAL CLO 2 LIMITED
37 CAPITAL CLO 3 LTD.
37 CAPITAL GLO 4, LTD.
4585 - CROWN CITY CLO III
522 FUNDING CLO 2017-1(A) LTD.
522 FUNDING CLO 2018-2(A) LTD
522 FUNDING CLO 2018-3(A) LTD.
522 FUNDING CLO 2019-4(A) LTD.
522 FUNDING CLO 2019-5, LTD.
522 FUNDING CLO 2020-6 LTD
522 FUNDING CLO 2020-7 LIMITED
522 FUNDING CLO 2021-7 LTD.
720 EAST CLO 2022-L LTD
720 EAST CLO 2023-I LIMITED
720 EAST CLO 2023-II LIMITED
AB BSL CLO 1 LTD.
AB BSL CLO 2 LIMITED
AB BSL CLO 3 LIMITED
AB CARVAL EURO CLO I-C DESIGNATED ACTIVITY COMPANY
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AGL CLO 8 LTD
AGL CLO 7 LTD.
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AGL CLO I LIMITED
AGL CORE CLO 15 LIMITED
AGL CORE CLO 2 LTD
AGL CORE CLO 27 LTD
AGL CORE CLO 4 LTD
AGL CORE CLO 8 LTD.
AGL STATIC CLO 18 LTD.
AIA INVESTMENT MANAGEMENT PRIVATE LIMITED
AIMCO GLO 19 LTD.
AIMCO CLO 20 LTD.
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	BARROW HANLEY CLO I	
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	BASSWOOD PARK CLO LTD.	
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	BEACH POINT LOAN MASTER FUND LP	
	BEAR MOUNTAIN PARK CLO LTD.	
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	BENEFIT STREET PARTNERS CLO IV LIMITED	
	BENEFIT STREET PARTNERS CLO IX LTD.	
	BENEFIT STREET PARTNERS CLO V-B LTD.	
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BOYGE PARK CLO LTD:
BRIDGE STREET CLO I LIMITED
BRIDGE STREET CLO II LTD
BRIDGE STREET CLO III LTD
BRIGHTHOUSE FUNDS TRUST 1 BRIGHTHOUSE/EATON VANCE FLOATING RATE
PORTFOLIO BRISKET FUNDING LLC
BRISTOL PARK CLO LTD
BRYANT PARK FUNDING 2023-20 LTD.
BUCKHORN PARK CLO LTD
BUSHY PARK CLO DESIGNATED ACTIVITYCOMPANY
BUTTERMILK PARK CLO LIMITED
CABINTEELY PARK CLO DESIGNATED ACTIVITY COMPANY
CABOT SQUARE EUROPEAN SENIOR LOAN FUND D.A.C
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CALAMOS HIGH INCOME OPPORTUNITIES FUND
CALAMOS LONG/SHORT EQUITY & DYNAMIC INCOME TRUST
CALAMOS STRATEGIC TOTAL RETURN FUND
CALIFORNIA STATE TEACHERS RETIREMENT SYSTEM
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CAPITAL FOUR CLO I DESIGNATED ACTIVITY COMPANY
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in the	CARLYLE US CLO 2019-2 LTD	1
	CARLYLE US CLO 2019-3 LTD.	
and and	CARLYLE US CLO 2019-4 LTD	
	CARLYLE US CLO 2020-1 LTD.	
	CARLYLE US CLO 2020-2 LTD	
	CARLYLE US CLO 2021-1 LTD.	
	CARLYLE US CLO 2021-10 LTD	
	CARLYLE US CLO 2021-11, LTD	
	CARLYLE US CLO 2021-2, LTD.	
. (	CARLYLE US CLO 2021-3S, LTD	
- 10	CARLYLE US CLO 2021-4, LTD:	
	CARLYLE US CLO 2021-5 LTD.	
8	CARLYLE US CLO 2021-6 LIMITED	
	CARLYLE US CLO 2021-7 LTD.	
	CARLYLE US CLO 2021-8 LTD	
L.	CARLYLE US CLO 2021-9 LTD	
	CARLYLE US CLO 2022-1 LTD	
1	CARLYLE US CLO 2022-2 LTD	
L <sub>or</sub>	CARLYLE US CLO 2022-3 LTD.	
. \$	CARLYLE US CLO 2022-4, LTD	
- 60	CARLYLE US CLO 2022-5, LTD	
100	CARLYLE US CLO 2022-6, LTD.	
100	CARLYLE US CLO 2022-F LTD.	
	CARLYLE US CLO 2023-2, LTD.	
	CARLYLE US CLO 2023-3, LTD.	
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ļ <sub>m</sub>	CARLYLE US CLO 2023-A, LTD CARLYLE US CLO 2023-D, LTD.	
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L	CARVAL CLO I LIMITED	
Jan.	CARVAL CLO II LIMITED	
- 3	CARVAL CLO III LIMITED	
. Kei	CARVAL CLO IV LIMITED	
	CARVAL CLO V-C LTD.	
3	CARVAL CLO VI-C LTD	
. 90	CARVAL GLO VII-G LIMITED	
	GARVAL CLO VIII-C LTD.	
i.	CARYSFORT PARK CLO DAC	
Reg	CATAMARAN CLO 2018-1 LIMITED	
, in	CATHEDRAL LAKE CLO 2013 LIMITED	
847	CATHEDRAL LAKE V LIMITED	
- 1	CATHEDRAL LAKE VI LTD:	

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	CAYUGA PARK CLO LIMITED CBAM 2017-1 LIMITED	exemple and the second
	CBAM 2017-2 LIMITED	
	CBAM 2017-3 LIMITED	
	CBAM 2017-4 LIMITED	
ú.	CBAM 2018-5 LIMITED	
[	CBAM 2018-6 LIMITED	
	CBAM 2016-7 LTD.	
	CBAM 2018-8, LTD	
* :	CBAM 2019-10 LIMITED	
٠.	CBAM 2019-11R LTD.	
Ž	CBAM 2019-9 LIMITED	
	CBAM 2020-12 LTD	
	CBAM 2020-13 LIMITED	
٠.	CBAM 2021-14 LIMITED	
ď,	CBAM 2021-15 LLC	
٠.	CENT CLO 21 LIMITED	
	CFIP CLO 2017-1 LIMITED	
٠.	CFIP CLO 2018-1 LTD.	
	CFIP CLO 2021-1 LTD.	
	CHALLENGER LIFE NOMINEES PTY LIMITE D AS TRUSTEE FOR CLC GLOBAL HIGH YI ELD CREDIT TRUST	
- :	CHANG HWA COMMERCIAL BANK, LTD.	
. '	CHENANGO PARK CLO LIMITED	
	CHU8B BERMUDA INSURANCE LIMITED	
	CHUBB TEMPEST REINSURANCE LIMITED	
. · · .	CHUBB TEMPEST REINSURANCE LIMITED KKR	
٠,	CIFC EUROPEAN FUNDING CLO I DAC	
	CIFC EUROPEAN FUNDING CLO II DESIGNATED ACTIVITY COMPANY	
	CIFC EUROPEAN FUNDING CLO III DAC	
	CIFC EUROPEAN FUNDING CLO IV DAG	
٠.	CIFC EUROPEAN FUNDING CLO V DESIGNATED ACTIVITY COMPANY	
	CIFC FALCON 2020 LTD.	
	CIFC FUNDING 2013-1 LIMITED	
	CIFC FUNDING 2013-II LIMITED	
	CIFC FUNDING 2013-III-R LIMITED	
	CIFC FUNDING 2013-IV LIMITED	
	CIFC FUNDING 2014 LIMITED	
	CIFC FUNDING 2014-III LIMITED	
	CIFC FUNDING 2014-II-R LTD.	
	CIFC FUNDING 2014-IV-R LTD.	
	GFC FUNDING 2014 Y LIMITED	
	CIFC FUNDING 2015-I LIMITED	
	3 NO. 3-5 (2011) 4 (2011) 5 (2011) 5 (2011) 6 (2011) 5 (2011) 6 (2	
	CIFC FUNDING 2015-IV, LTD.	

CIFC FUNDING 2017-II LIMITED
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CIFC FUNDING 2017-V LTD.
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CIFC FUNDING 2021-III LIMITED
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CIFC FUNDING 2021-V LIMITED
CIFC FUNDING 2021-VI LTD
CIFC FUNDING 2021-VII LTD
CIFC FUNDING 2022-I LTD
CIFC FUNDING 2022-II.
CIFC FUNDING 2022-III, LTD.
CIFG FUNDING 2022-IV, LTD.
CIFC FUNDING 2022-V, LTD
CIFC FUNDING 2022-VI, LTD
CIFC FUNDING 2022-VII, LTD
CIFC FUNDING 2023-1 LTD.
CIFC FUNDING 2023-IL LTD.
CIFC LOAN OPPORTUNITY FUND II LTD.
CIFC PALACE ROYALE WAREHOUSE III LTD.
CIRRUS FUNDING 2018-1 LIMITED
CITI LOAN FUNDING GCPH TRS LLC
CITIBANK EUROPE PLC UK BRANCH
CITIBANK NA
CITY OF NEW YORK GROUP TRUST
CIVIL AVIATION AUTHORITY PENSION SCHEME
CLARINDA PARK GLO DAC
CLONMORE PARK CLO DESIGNATED ACTIVITY COMPANY
COLUMBIA CENT CLO 27 LIMITED

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Authorities.	COLUMBIA CENT CLO 28 LIMITED
SAME AND ADDRESS OF	COLUMBIA CENT CLO 29 LIMITED
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Section Company	COLUMBIA CENT CLO 31 LIMITED
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SALES NOT A	CONTEGO CLO VI DESIGNATED ACTIVITYCOMPANY
CHANGE OF STREET	CONTEGO CLO VII DESIGNATED ACTIVITY COMPANY
WASSERVE	CONTEGO CLO VIII DAC
TOTAL PROPERTY.	CONTEGO CLO X DESIGNATED ACTIVITY COMPANY
Vanavanian.	CONTEGO CLO XI DESIGNATED ACTIVITYCOMPANY
DOMESTIC AND	CONTEGO CLO XII DESIGNATED ACTIVITY COMPANY
SHOOD CALLED	COOK PARK CLO LIMITED
ebc/amooooooo	COPPERHILL LOAN FUND I LLC
Service and a service of	COS BRUNEL MULTI ASSET CREDIT FUND A SUB-FUND OF CQS GLOBAL FUNDS (IRE LAND) PLC
CONTRACTOR OF	COS US CLO 2021-1 LIMITED
noconnectanton	CQS US CLO 2022-2 LTD.
mondage comme	CREDIT SUISSE FLOATING RATE TRUST
A:Namooone	CREDIT SUISSE SENIOR LOAN INVESTMENT UNIT TRUST
X4XX	CRESCENT CAPITAL HIGH INCOME FUND B LP
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	CRESCENT SENIOR SECURED FLOATING RATE LOAND FUND LLC
SECNS 2003	CROSTHWAITE PARK CLO DESIGNATED ACTIVITY COMPANY
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3000 mm/s	CROWN CITY CLO IV
	CROWN CITY CLO V
	CROWN POINT CLO 10 LTD.
	CROWN POINT CLO 11 LIMITED
	CROWN POINT CLO 4, LTD
	CROWN POINT CLO 7 LTD.
	CROWN POINT CLO 8 LTD.
	CROWN POINT CLO 9 LTD.
in the second	CUMULUS STATIC CLO 2023-1 DESIGNATED ACTIVITY COMPANY
-	CVC CORDATUS LOAN FUND IV DCA
-	CVC CORDATUS LOAN FUND IX DAG
-	CVC CORDATUS LOAN FUND V DESIGNATED ACTIVITY COMPANY
- Company	CVC CORDATUS LOAN FUND VII DAC
-	CVC CORDATUS LOAN FUND VIII DAC
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CVC CORDATUS LOAN FUND X DESIGNATED ACTIVITY COMPANY

CVG CORDATUS LOAN FUND XV DESIGNATED ACTIVITY COMPANY	
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CVC CORDATUS LOAN FUND XVII DESIGNATED ACTIVITY COMPANY	
CVC CORDATUS LOAN FUND XVIII DESIGNATED ACTIVITY COMPANY	
CVC CORDATUS LOAN FUND XX DESIGNATED ACTIVITY COMPANY	
CVC CORDATUS LOAN FUND XXI DESIGNATED ACTIVITY COMPANY	
CVC CORDATUS LOAN FUND XXIV DAC	
CVC CORDATUS LOAN FUND XXV-A DESIGNATED ACTIVITY COMPANY	**************************************
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CVC CORDATUS LOAN FUND XXVII DAC	
CVC CORDATUS OPPORTUNITY LOAN FUNDDESIGNATED ACTIVITY COMPANY	probblis
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DANSKE EUROPEAN LOAN DESIGNATED ACTIVITY COMPANY	Anna Comme
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DAVIS PARK CLO LIMITED	venzimo
DEER PARK CLO DESIGNATED ACTIVITY COMPANY	Andrews .
DEMUS CLO 12 LTD	
DENALI CAPITAL CLO XII LTD.	olegospen
DESJARDINS ASSURANCES GENERALES INC.	
DEUTSCHE BANK AG-LONDON BRANCH DEUTSCHE BANK AG-NEW YORK BRANCH	22750030
DEWOLF PARK CLO LIMITED	eses
DIAMOND CLO 2022-1. LTD.	
DILLON'S PARK CLO DESIGNATED ACTIVITY COMPANY	
DIVERSIFIED CREDIT PORTFOLIO LIMITED	niid siid l
DIVERSIFIED LOAN FUND - SYNDICATEDLOAN C.S.A.R.L.	Andria Million
DIVERSIFIED LOAN FUND- SYNDICATED LOAN A.S.A.R.L.	***********
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DOUBLELINE FLOATING RATE FUND	mining J
OUBLELINE OPPORTUNISTIC BOND ETF	
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XOUBLELINE YIELD OPPORTUNITIES FUND	xricosiji 
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DRYDEN 102 CLO LIMITED	anta (
DRYDEN 104 CLO	
DRYDEN 106 CLO LTD.	and ·
DRYDEN 108 CLO LIMITED	and ·
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DRYDEN 110 CLO LIMITED	
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DRYDEN 97 CLO LTD.
DRYDEN 95 CLO LTD.
DRYDEN 93 CLO LTD.  DRYDEN 94 CLO LTD.
DRYDEN 92 CLO LTD
DRYDEN 90 CLO LIMITED
DRYDEN 87 GLO LTD.
DRYDEN 86 CLO LTD.
DRYDEN 85 CLO LTD
DRYDEN 83 CLO LIMITED
DRYDEN 80 CLO LIMITED
DRYDEN 78 CLO LTD
DRYDEN 77 CLO LTD.
DRYDEN 76 CLO LIMITED
DRYDEN 72 CLO LTD
DRYDEN 70 CLO LIMITED
DRYDEN 68 CLO LTD.
DRYDEN 65 CLO LIMITED
DRYDEN 64 CLO LTD
DRYDEN 61 CLO LTD.
DRYDEN 60 CLO LTD.
DRYDEN 58 CLO LIMITED
DRYDEN 57 CLO LIMITED
DRYDEN 65 CLO
DRYDEN 54 SENIOR LOAN FUND
DRYDEN 53 CLO LIMITED
DRYDEN 51 EURO CLO 2017 BV
DRYDEN 50 SENIOR LOAN FUND
DRYDEN 49 SENIOR LOAN FUND
DRYDEN 43 SENIOR LOAN FUND
DRYDEN 42 SENIOR LOAN FUND
DRYDEN 41 SENIOR LOAN FUND
DRYDEN 40 SENIOR LOAN FUND
DRYDEN 38 SENIOR LOAN FUND
DRYDEN 37 SENIOR LOAN FUND
DRYDEN 36 SENIOR LOAN FUND
DRYDEN 113 CLO LTD.
DRYDEN 112 CLO LIMITED

EATON VANCE CLO 2014-1R LIMITED
EATON VANCE CLO 2015-1 LIMITED
EATON VANCE CLO 2018-1 LTD
EATON VANCE CLO 2019-1 LIMITED
EATON VANCE CLO 2020-1 LTD
EATON VANCE CLO 2020-2 LIMITED
EATON VANCE FLOATING RATE OPPORTUNITIES FUND
EATON VANCE FLOATING RATE PORTFOLIO
EATON VANCE FLOATING-RATE INCOME TRUST
EATON VANCE INSTITUTIONAL SENIOR LOAN FUND
EATON VANCE INSTITUTIONAL SENIOR LOAN PLUS FUND
EATON VANCE INTERNATIONAL (CAYMAN ISLANDS) FLOATING-RATE INCOME PORTFOLIO
EATON VANCE LIMITED DURATION INCOME FUND
EATON VANCE LOAN HOLDING LIMITED
EATON VANCE MULTI-ASSET CREDIT FUND
EATON VANCE MULTI-ASSET CREDIT FUND II LLC
EATON VANCE SENIOR FLOATING-RATE TRUST
EATON VANCE SENIOR INCOME TRUST
EATON VANCE SHORT DURATION DIVERSIFIED INCOME FUND
EATON VANCE TRUST COMPANY MULTI-ASSET CREDIT FUND II
EATON VANCE US LOAN FUND 2016 A SER IES TRUST OF GLOBAL CAYMAN INVESTME NT
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EATON VANCE US SENIOR BL FUND 2018  EATON VANCE VT FLOATING RATE INCOME FUND
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ELDORADO TRADING LLC
ELEVATION CLO 2013-1 LTD.
ELEVATION CLO 2016-S LIMITED
ELEVATION CLO 2017-6 LTD
ELEVATION CLO 2017-8 LTD.
ELEVATION CLO 2018-10 LTD
ELEVATION CLO 2018-9 LTD
ELEVATION CLO 2020-11 LTD
ELEVATION CLO 2021-12 LTD
ELEVATION CLO 2021-13 LTD.
ELEVATION CLO 2021-14 LTD.
ELEVATION GLO 2021-15 LIMITED
ELEVATION CLO 2022-16 LIMITED
ELEVATION CLO 2022+17 LTD.
ELM PARK CLO DESIGNATED ACTIVITY COMPANY
ELMWOOD GLO 14 LIMITED
ELMWOOD GLO 15 LIMITED
ELMWOOD CLO 16 LTD.
ELMWOOD CLO 17 LTD.
ELMWOOD CLO 18 LIMITED
ELMWOOD CLO 19 LTD.
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ELMWOOD CLO 21 LTD.	
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ELMWOOD GLO II LIMITED	
ELMWOOD CLO III LIMITED	
ELMWOOD GLO IV LIMITED	
ELMWOOD CLO IV LTD	
ELMWOOD CLO IX LIMITED	
ELMWOOD CLO V LIMITED	
ELMWOOD CLO VI LTD.	#*************************************
ELMWOOD CLO VII LTD.	
ELMWOOD CLO VIII LTD.	ANNER HOUSE ANNUAL CONTROL AND ANNUAL AND AN
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EMPOWER CLO 2023-3	
EMPOWER MULTI-SECTOR BOND FUND	
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ENDURANCE SPECIALTY INSURANCE LIMITED	
ERIE INDEMNITY COMPANY	Rikkiniki kulian mani-kini vuni kirini kinisi sinan mana sini sinan an-assiken sasan manani ilini kuli kinisi
ERIE INSURANCE EXCHANGE	
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EUROCREDIT INVESTMENT FUND I PLC	······································
EURO-GALAXY III CLO DAG	
EURO-GALAXY IV CLO DAC	
EURO-GALAXY V CLO DAC	Decades with the Control of the
EURO-GALAXY VII CLO DESIGNATED ACTIVITY COMPANY	
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FAIR OAKS LOAN FUNDING I DESIGNATED ACTIVITY COMPANY	
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FAIR OAKS LOAN FUNDING IV DESIGNATED ACTIVITY COMPANY	
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FFRMT-FRANKLIN FLOATING RATE INCOME FUND

FID LOAMS 1 (IRELAND) LIMITED

FIDANTE PARTNERS LIMITED AS TRUSTEE OF ARES GLOBAL CREDIT INCOME FUND

FIDELITY ADVISOR SERIES I: FIDELITY ADVISOR FLOATING RATE HIGH INCOMEFUND

FIDELITY CENTRAL INVESTMENT PORTFOL IOS LLC FIDELITY FLOATING RATE CENT RAL FUND

FIDELITY GRAND HARBOUR CLO 2019-1 DESIGNATED ACTIVITY COMPANY

FIDELITY GRAND HARBOUR CLO 2021-1 DESIGNATED ACTIVITY COMPANY

FIDELITY GRAND HARBOUR CLO 2022-1 DESIGNATED ACTIVITY COMPANY

FIDELITY INCOME FUND FIDELITY TOTAL BOND FUND

FIDELITY MANAGEMENT & RESEARCH COMP ANY A/C FIAM FLOATING RATE HIGH INC OME COMMINGLED POOL

FIDELITY MANAGEMENT & RESEARCH COMP ANY A/C FIDELITY FLOATING RATE HIGH INCOME FUND

FIDELITY MANAGEMENT & RESEARCH COMP ANY A/C FIDELITY FLOATING RATE HIGH INCOME MULTI-ASSET BASE FUND

FIDELITY MANAGEMENT & RESEARCH COMPANY A/C FIAM LEVERAGED LOAN, LP

FIDELITY MERRIMACK STREET TRUST FIDELITY TOTAL BOND ETF

FIDELITY QUALIFYING INVESTOR FUNDSPLC

FIDELITY SALEM STREET TRUST-FIDELITY SAI TOTAL BOND FUND

FIDELITY SUMMER STREET TRUST-FIDELITY SERIES FLOATING RATE HIGH INCOME FUND

FILLMORE PARK GLO LTD.

FINANTIA UK

FIRST AMERICAN TITLE INSURANCE COMPANY (3048)

FIRST EAGLE BANK LOAN SELECT MASTER FUND

FIRST EAGLE BSL CLO 2019-1 LTD.

FIVE ARROWS UMBRELLA CREDIT INVESTM ENTS SARL - COMPARTMENT EUROPEAN LO AN FUND HOLDINGS

FLATIRON CLO 17 LTD

FLATIRON CLO 18 LIMITED

FLATIRON CLO 19 LTD

FLATIRON CLO 20 LTD.

FLATIRON CLO 21 LTD.

FLATIRON CLO 23 LLC

FLATIRON GLO 24 LTD.

FLATIRON CLO 25 LTD

FLATIRON RR CLO 22 LLC

FONDS DE FORMATION DES SALARIES DEFINDUSTRIE DE LA CONSTRUCTION DU QUEBEC

FORT WASHINGTON CLO 2019-1 LTD.

FORT WASHINGTON CLO 2021-2 LIMITED

FORTRESS CREDIT BSL IX LIMITED

FORTRESS CREDIT BSL VI LIMITED

FORTRESS CREDIT BSL VII LIMITED

FORTRESS CREDIT BSL VIII LIMITED

FORTRESS CREDIT BSL X LIMITED

FORTRESS CREDIT BSL XI LIMITED

FORTRESS CREDIT BSL XII LIMITED

FORTRESS CREDIT BSL XIII LIMITED
FORTRESS CREDIT BSL XIV LIMITED
FORTRESS CREDIT BSL XIX LIMITED
FORTRESS CREDIT BSL XV LIMITED
FORTRESS CREDIT BSL XVII LIMITED
FORTRESS CREDIT BSL XVIII LIMITED
FORTRESS CREDIT EUROPE BSL 202X-1 DAG
FOUR POINTS MULTI-STRATEGY MASTER FUND INC
FRANKLIN FLOATING RATE MASTER TRUST-FRANKLIN FLOATING RATE MASTER SERIES
FRANKLIN INVESTORS SECURITIES TRUST FRANKLIN FLOATING RATE DAILY ACCES S
FRANKLIN LIMITED DURATION INCOME TRUST
FRANKLIN PARK PLACE CLO I
FRANKLIN TEMPLETON ETF TRUST - FRANKLIN LIBERTY SENIOR LOAN ETF
FYRKAT DESIGNATED ACTIVITY COMPANY
GHSP III LLC
GJBD III LLC
GLTPIILLC
GLTP III LLC
G.A.S. (CAYMAN) LIMITED TRUSTEE FOR RAINIER (LOAN FUND) A SERIES TRUST OF MULTI STRATEGY UMBRELLA FUND CA GALAXY 3D CLO LTD.
GALAXY 31 CLO LTD.
GALAXY 32 CLO. LTD
GALAXY XIX CLO LIMITED
GALAXY XV CLO LIMITED
GALAXY XX CLO LIMITED
GALAXY XXI CLO LIMITED
GALAXY XXII GLO LTD
GALAXY XXIV CLO LIMITED
GALAXY XXV CLO LIMITED
GALAXY XXVI CLO LIMITED
GALAXY XXVII CLO LTD:
GALAXY XXVIII CLO LTD.
GALAXY XXX CLO LIMITED
GCP CLO WAREHOUSE BARC 2023-2 LTD
GCRED HOLDINGS LLC
GENERAL ELECTRIC PENSION TRUST
GENERATE CLO 10 LTD.
GENERATE CLO 10 LTD:
GENERATE CLO 11 LIMITED
GENERATE CLO 12 LTD.
GENERATE CLO 13 LTD
GENERATE CLO 2 LTD
GENERATE CLO 3. LTD.
GENERATE CLO 4 LTD
GENERATE CLO 5 LTD

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- CANADON CONTRACTOR	GIM INVESTMENT TRUST - US HIGH YIELD BOND AND LOAN FUND	
-	GIM SPECIALIST INVESTMENT FUNDS - GIM MULTI SECTOR CREDIT FUND	Velejskosk
	GIM TRUST 2-SENIOR SECURED LOAN FUND	enine.
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	GLM BAWH LIMITED	
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	GOLDENTREE LOAN MANAGEMENT US CLO 14 LTD.	€35A
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A CONTRACTOR	GOLDENTREE LOAN MANAGEMENT US CLO 3 LTD	AUUUU
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-	GOLDENTREE LOAN MANAGEMENT US CLO 5 LIMITED	888
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	GOLDENTREE LOAN MANAGEMENT US CLO 7 LIMITED	
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	HPS LOAN MANAGEMENT 13-2018 LIMITED	
	HPS LOAN MANAGEMENT 14-2019 LIMITED	
	HPS LOAN MANAGEMENT 15-2019 LTD	
	HPS LOAN MANAGEMENT 2021-16 LTD.	
	HPS LOAN MANAGEMENT 2022-17 LTD	
	HPS LOAN MANAGEMENT 2023-17, LTD.	
	HPS LOAN MANAGEMENT 2023-18 LTD.	
	HPS LOAN MANAGEMENT 5-2015 LIMITED	
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	ICG RHINEBECK CLO 2021-4 LIMITED	
	ICG US CLO 2014-1 LIMITED	
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	ICG US CLO 2015-2R LTD.	
	ICG US CLO 2016-1, LTD.	
	ICG US CLO 2017-1 LIMITED	
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	ICG US CLO 2018-1 LTD.	
	ICG US CLO 2018-2 LTD.	
	ICG US CLO 2018-3 LTD.	
	ICG US CLO 2020-1, LTD	
	ICG US CLO 2021-1 LTD	
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JEFFERSON MILL	CLO LTD.
JNL/DOUBLELINE	CORE FIXED INCOME FUND

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JNL/PPM AMERICA FLOATING RATE INCOME FUND
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JOHN HANCOCK FUNDS II FLOATING RATE INCOME FUND
JP MORGAN CHASE BANK NA-LONDON BRANCH
JP MORGAN SECURITIES PLC
JPW INCOME BUILDER FUND
JPMBI RE BLACKROCK BANK LOAN FUND
JPMORGAN CHASE BANK NATIONAL ASSOCIATION
JPMORGAN CORPORATE BOND FUND
JPMORGAN FLOATING RATE INCOME FUND
JPMORGAN HIGH YIELD FUND
JUBILEE CLO 2013-X DESIGNATED ACTIVITY COMPANY
JUBILEE CLO 2014-XI DESIGNATED ACTIVITY COMPANY
JUBILEE CLO 2014-XII DESIGNATED ACTIVITY COMPANY
JUBILEE CLO 2016-XVII DESIGNATED ACTIVITY COMPANY
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KATAYMA CLO 1 LIMITED (JERSEY CHANNEL ISLANDS)
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KENTUCKY RETIREMENT SYSTEMS (SHENKMAN-PENSION ACCOUNT)
KENTUCKY RETIREMENT SYSTEMS INSURANCE TRUST FUND
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KKR GLO 11 LIMITED
KKR CLO 12 LTD.
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KKR CLO 15 LTD.
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LONDON FORFAITING COMPANY LIMITED	
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LOOMIS SAYLES SENIOR FLOATING RATE& FIXED INCOME FUND	
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MALAGA LLC	
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MARATHON CLO 2020-15 LTD	
MARATHON CLO 2021-16 LIMITED	
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MARINO PARK CLO DAG	
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MP CLO VII LIMITED
MP CLO VIII LIMITED
MULTI-STRATEGY CREDIT FUND
MUZINICH EUROPEAN LOANS FINANCE LIMITED
MUZINICH EUROPEAN SENIOR LOANS FINANCE LIMITED
MUZINICH EUROPEYIELD FUND
MUZINICH FLEXIBLE LOANS FINANCE LIMITED
MYERS PARK CLO LIMITED
NASSAU 2018-I LTD
NASSAU 2018-II LTD.
NASSAU 2019-I LIMITED
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NASSAU 2020-I LIMITED
NASSAU 2021-I LIMITED
NASSAU 2022-i LTD.
NASSAU EURO CLO I DESIGNATED ACTIVITY COMPANY
NASSAU EURO CLO II DESIGNATED ACTIVITY COMPANY
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NATIONAL PENSION SERVICE
NATWEST MARKETS PLC
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NB SHORT DURATION HIGH YIELD FUND
NC GARNET FUND LP
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NEUBERGER BERMAN CLO XVII LIMITED
NEUBERGER BERMAN CLO XX LTD.
NEUBERGER BERMAN EUROPEAN SENIOR FLOATING RATE INCOME FUND
NEUBERGER BERMAN GLOBAL SENIOR FLOATING RATE INCOME FUND
NEUBERGER BERMAN HIGH QUALITY GLOBAL SENIOR FLOATING RATE INCOME FUND
NEUBERGER BERMAN LOAN ADVISERS CLO24 LTD.
NEUBERGER BERMAN LOAN ADVISERS CLO28 LTD.
NEUBERGER BERMAN LOAN ADVISERS CLO29 LIMITED
NEUBERGER BERMAN LOAN ADVISERS CLO31 LTD.
NEUBERGER BERMAN LOAN ADVISERS CLO32 LIMITED
NEUBERGER BERMAN LOAN ADVISERS CLO33 LTD.
NEUBERGER BERMAN LOAN ADVISERS CLO34 LTD.
NEUBERGER BERMAN LOAN ADVISERS CLO35 LIMITED
NEUBERGER BERMAN LOAN ADVISERS CLO36 LIMITED
NEUBERGER BERMAN LOAN ADVISERS CLO37 LTD.
NEUBERGER BERMAN LOAN ADVISERS CLO38, LTD
NEUBERGER BERMAN LOAN ADVISERS CLO39 LTD.
NEUBERGER BERMAN LOAN ADVISERS CLO40 LTD.
NEUBERGER BERMAN LOAN ADVISERS CLO41 LTD.

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**NEUBERGER BERMAN LOAN ADVISERS CLO42 LIMITED** 

NEUBERGER BERMAN LOAN ADVISERS CLO44 LTD. NEUBERGER BERMAN LOAN ADVISERS CLO45 LTD. NEUBERGER BERMAN LOAN ADVISERS CLO46 LTD. NEUBERGER BERMAN LOAN ADVISERS CLO47 LTD. NEUBERGER BERMAN LOAN ADVISERS GLO49 LIMITED NEUBERGER BERMAN LOAN ADVISERS CLOST LTD. NEUBERGER BERMAN LOAN ADVISERS EURO CLO 1 DAC NEUBERGER BERMAN LOAN ADVISERS EURO CLO 2 DAC NEUBERGER BERMAN LOAN ADVISERS EURO CLO 3 DAC NEUBERGER BERMAN LOAN ADVISERS EURO CLO 5 DESIGNATED ACTIVITY COMPANYC NEUBERGER BERMAN LOAN ADVISERS LASALLE STREET LENDING CLO I LTD NEUBERGER BERMAN LOAN ADVISERS NBLA CLO 50 LTD NEUBERGER BERMAN LOAN ADVISERS NBLA CLO 52 LTD. NEUBERGER BERMAN LOAN ADVISERS NBLA CLO 53, LTD. NEUBERGER BERMAN LOAN ADVISORS CLO43, LTD. NEUBERGER BERMAN-FLOATING RATE INCOME FUND NEW PLACE INVESTMENTS SARL - COMPARTMENT ELL EUR 001 NEW PLACE INVESTMENTS SARL - COMPARTMENT SKYLINK NEW PLACE INVESTMENTS SARL COMPARTMENT OBERON SMA DK NEW YORK LIFE INSURANCE COMPANY NEW YORK STATE INSURANCE FUND NEWARK BSL GLO 1 LTD NEWARK BSL CLO 2 LTD NEWHAVEN CLO DAG NIAGARA PARK CLO LIMITED NN (L) FLEX-SENIOR LOANS SELECT NOMURA INTERNATIONAL PLG NORTH WESTERLY V LEVERAGED LOAN STRATEGIES CLO DES NORTH WESTERLY VIESG CLO DESIGNATED ACTIVITY COMP NORTH WESTERLY VILESG CLO DAC NORTHERN IRELAND LOCAL GOVERNMENT OFFICERS SUPERANNUATION COMMITTEE NORTHWOODS CAPITAL 19 EURO DAG NORTHWOODS CAPITAL 21 EURO DESIGNATED ACTIVITY COMPANY NORTHWOODS CAPITAL 23 EURO DESIGNATED ACTIVITY COMPANY NORTHWOODS CAPITAL 24 EURO DESIGNATED ACTIVITY COMPANY. NORTHWOODS CAPITAL 26 EURO DESIGNATED ACTIVITY COMPANY NOVO BANCO S.A. - BRANCH LUXEMBOURG NUVEEN ALTERNATIVE INVESTMENT FUNDS SICAV-SIF-NUVEEN US SENIOR LOAN FUND NUVEEN CREDIT STRATEGIES INCOME FUND NUVEEN FLOATING RATE INCOME FUND NUVEEN FLOATING RATE INCOME FUND ASERIES OF NUVEEN INVESTMENT TRUST III NUVEEN MULTI-ASSET CREDIT FUND LP NUVEEN SENIOR LOAN FUND LP. NUVEEN STRATEGIC INCOME FUND MYACK PARK CLO LTD:

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OAKTREE CLO 2018-1 LTD.	
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OCP CLO 2014-7 LIMITED	
OCP CLO 2015-10 LIMITED	
OCP CLO 2015-9 LIMITED	
OCP CLO 2016-12 LIMITED	
OCP CLO 2018-15 LIMITED	
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OCP CLO 2021-22 LTD.		
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OCP CLO 2022-25, LTD		
OCP CLO 2023-26, LTD.		
OCP CLO 2023-28, LTD.		
OCP EURO CLO 2017-1 DESIG	SNATED ACTIVITY COMPANY	
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	OCTAGON INVESTMENT PARTNERS XV LIMITED
	OCTAGON INVESTMENT PARTNERS XVII LIMITED
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	OZLM XIV. LTD
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	OZLM XXII LTD
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	PALMER SQUARE CLO 2015-1 LIMITED
	PALMER SQUARE CLO 2015-2 LIMITED
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	PALMER SQUARE CLO 2018-2 LIMITED
	PALMER SQUARE CLO 2018-3 LTD
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	PALMER SQUARE CLO 2021-3 LTD.
	PALMER SQUARE CLO 2021-4 LTD.
	PALMER SQUARE CLO 2022-1 LTD.
	PALMER SQUARE CLO 2022-1 LTD.
	PALMER SQUARE CLO 2022-2 LIMITED
	PALMER SOLIARE CLO 2022-3 LTD.
	PALMER SQUARE CLO 2022-4 LTD.
	PALMER SQUARE CLO 2022-5 LTD.
1	PALMER SQUARE CLO 2023-1 LTD.
	PALMER SQUARE CLO 2023-2 LTD.
The state of	PALMER SQUARE CLO 2023-3 LTD.
A CONTRACTOR OF	PALMER SQUARE CLO 2023-4 LIMITED
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-	PALMER SQUARE LOAN FUNDING 2021-1 LTD.
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doninomina	PALMER SQUARE LOAN FUNDING 2021-3 LIMITED
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200000000000000000000000000000000000000	PARALLEL 2018-1 LTD
CORPORATION AND ADDRESS.	PARALLEL 2019-1 LIMITED
210800000000000000000000000000000000000	PARALLEL 2020-1 LIMITED

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PARALLEL 2021-1 LTD.
PARALLEL 2021-2 LTD.
PARALLEL 2023-1 LTD
PARK AVENUE INSTITUTIONAL ADVISERSCLO LIMITED 2017-1
PARK AVENUE INSTITUTIONAL ADVISERSCLO LIMITED 2019-1
PARK AVENUE INSTITUTIONAL ADVISERSCLO LIMITED 2019-2
PARK AVENUE INSTITUTIONAL ADVISERSCLO LIMITED 2021-1
PARK AVENUE INSTITUTIONAL ADVISERSCLO LIMITED 2021-2
PARK AVENUE INSTITUTIONAL ADVISERSCLO LIMITED 2022-2
PARK AVENUE INSTITUTIONAL ADVISERSCLO LTD 2016-1
PARK AVENUE INSTITUTIONAL ADVISERSCLO LTD 2022-1
PARK BLUE CLO 2022-I LIMITED
PARTNER REINSURANCE COMPANY LIMITED
PARTNER REINSURANCE COMPANY OF THEU.S.
PARTNERS GROUP GLOBAL VALUE SICAV
PARTNERS GROUP SENIOR LOAN ACCESS S.A R.L.
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PENTA CLO 10 DESIGNATED ACTIVITY COMPANY
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PENTA CLO 14 DESIGNATED ACTIVITY COMPANY
PENTA CLO 15 DESIGNATED ACTIVITY COMPANY
PENTA CLO 2021-2 DESIGNATED ACTIVITY COMPANY
PENTA CLO 3 DESIGNATED ACTIVITY COMPANY
PENTA CLO 4 DESIGNATED ACTIVITY COMPANY
PENTA CLO 5 DESIGNATED ACTIVITY COMPANY
PENTA CLO 6 DESIGNATED ACTIVITY COMPANY
PENTA CLO 7 DESIGNATED ACTIVITY COMPANY
PENTA CLO 8 DESIGNATED ACTIVITY COMPANY
PERMIRA BRIDGE TREASURY SARL
PGIM ETF TRUST - PGIM FLOATING RATE INCOME ETF
PGIM INC A/C DRYDEN 30 SENIOR LOANFUND
PGIM INC A/C DRYDEN 45 SENIOR LOANFUND
PGIM INC A/C DRYDEN XXVI SENIOR LOAN FUND
PGIM INC A/C DRYDEN XXVIII SENICR LOAN FUND
PHILLIPS 66 RETIREMENT PLAN TRUST
PHOENIX PARK CLO DESIGNATED ACTIVITY COMPANY
PIKES PEAK CLO 1
PIKES PEAK CLO 10
PIKES PEAK CLO 11 LIMITED
PIKES PEAK CLO 12
PIKES PEAK CLO 14 (2023) LIMITED

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PIKES PEAK GLO 2

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POST CLO 2018-1 LTD	
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POST CLO 2022-1 LTD	
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PPW CLO 2 LIMITED	
PPM CLO 2018-1 LIMITED	· }
PPM CLO 3 LTD	
PPM CLO 4 LIMITED	
PPM CLO 5 LTD.	
PREFERRED BANK	
PRINCIPAL FUNDS INC	DIVERSIFIEDREAL ASSET FUND
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PROVIDUS GLO III DESIG	NATED ACTIVITY COMPANY
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RAD GLO 14 LTD	
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RAD CLO 19, LTD.	iii waa ka k
RAD CLO 2, LTD.	***************************************
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RAD CLO 5, LTD.	
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RAD CLO 9 LTD	
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SARANAC CLO III LIMITED
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SARANAC CLO VII LIMITED
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SARATOGA INVESTMENT CORPORATION CLO 2013-1 LIMITED
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SCULPTOR CLO XXIX LIMITED
SCULPTOR CLO XXVI LIMITED
SCULPTOR CLG XXVII LTD:
SCULPTOR CLO XXVIII LTD.
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SCULPTOR EUROPEAN CLO VIII DESIGNATED ACTIVITY COMPANY
SCULPTOR INSTITUTIONAL INCOME MASTER FUND. LIMITED
SEAPOINT PARK CLO DESIGNATED ACTIVITY COMPANY
SEGOVIA EUROPEAN CLO 1-2014 DESIGNATED ACTIVITY COMPANY
SEGOVIA EUROPEAN CLO 3-2017 DESIGNATED ACTIVITY COMPANY
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SENIOR DEBT PORTFOLIO
SENIOR FLOATING RATE FUND LLC
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SHACKLETON 2013-IV-R CLO LIMITED
SHACKLETON 2014-V-R CLO LIMITED
SHACKLETON 2015- VII-R CLO LTD.
SHACKLETON 2018-XII CLO LTD:
SHACKLETON 2019-XIV CLO LIMITED
SHACKLETON 2021-XVI CLO LTD.
SHENKMAN CAPITAL MANAGEMENT INC A/C SHENKMAN MULTI-ASSET CREDIT MASTER FUND
SIGNAL HARMONIC CLO I DESIGNATED ACTIVITY COMPANY
SILVER POINT CLO 1 LIMITED
SILVER POINT CLO 2 LTD.
SLC MANAGEMENT MAC INVESTMENTS LP
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STEELE CREEK CAPITAL FUNDING   LLC
STEELE CREEK CLO 2016-1 LIMITED
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STEELE CREEK CLO 2022-1 LTD
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STORM KING PARK CLO LIMITED
STRATUS CLO 2021-1 LIMITED
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SYCAMORE TREE CLO 2021-1 LIMITED
SYCAMORE TREE CLO 2023-2, LTD.
SYCAMORE TREE CLO 2023-3, LTD
SYCAMORE TREE CLO 2023-4 LTD.
SYCAMORE TREE FLOATING RATE LOAN FUND LP
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SYMPHONY ASSET MANAGEMENT LLC A/C C ALIFORNIA STREET CLO IX LIMITED PAR
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SYMPHONY CLO 35 LTD.
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SYMPHONY CLO 39, LTD.	
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TCW CLO 2019-1 AMR LTD	
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TECHNOLOGY INSURANCE COMPANY INC	
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VICTORY FLOATING RATE FUND
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VIRTUS NEWFLEET MULTI-SECTOR SHORTTERM BOND FUND
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VIRTUS SEIX SENIOR LOAN ETF
VIRTUS TACTICAL ALLOCATION FUND
VIRTUS TOTAL RETURN FUND INC
VOYA CLO 2012-4, LTD.
VOYA CLO 2013-1 LIMITED
VOYA CLO 2013-2 LIMITED
VOYA CLO 2013-3, LTD

VOYA CLO 2014-1, LTD.	
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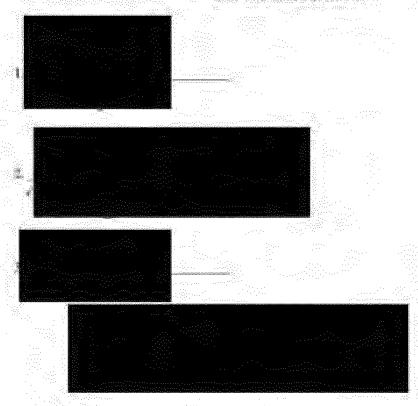
The Notary advised the persons appearing that

- a pledge is a security instrument of strictly accessory nature (which means that it comes into legal
  existence only if, to the extent that, and as long as, the underlying secured claims do in fact exist,
  and that the owners of the secured claims and the pledgees must be identical) and that the pledge
  expires by operation of law if the secured claims are novated;
- netwithstanding section 16 para. 3 German GmbHG there is no bonu fide creation, acquisition
  nor ranking of a piedge of GmbH shares (i.e. the piedgees are not protected if the shares purported
  to be pledged, do not exist or have been previously encumbered for the benefit of a third party);
- The specification of the rank of a pleage has only an obligatory meaning;
- the English original version of this Agreement will not be acceptable for enforcement but will have to be immalated, by a certified translator, into German for such purposes;
- a pledge of shares not yet owned by the pledgor can only become effective once the pledgor has
  become the owner of the pledged shares, and
- the parties are as a matter of mandatory statutory law jointly and severally liable for the noticry fees irrespective of the agreements set forth therein.

The costs of this deed and its implementation shall be borne by INEOS Holdings Limited.

The appearing persons authorize the Notary to save and process the data pertaining to the above notarization matter, in particular the address, the date and place of birth, profession and place of business as well as registrations in the land register and the commercial register. The appearing persons consent to the delivery of this Deed also by unencrypted e-mail.

The above deed including Schedule I was read about by the Notary to the appearing persons, approved by the appearing persons and signed by the appearing persons and by the Notary in their own hands as follows:





# Powers of Attorney (Vollmachten)



Carried Con S Philade

#### INEOS Holdings Limited

#### Power of Attorney

We are aware that the following agreements and transactions have been or are proposed to be entered into

- I. An intercreditor deed discel 12 May 2010 (as amended from true to time) among, roles along, JNBUS Haldings Limited, INPUS Group Moddings S.A., Barclaya Bank PLC as senior facility agent and senior security agent, The Bank of New York Mellon as senior accured notes truited and high yield note truited, and the companies listed as obligors therein (the "Intercreditor Deed").
- 3 by teenth amendment doed relating to the Interpredicts Deed to be extered into among outer after. INFOS Holdings Limited as principal obligar, the companies limed as confirming obligars thereir. The Bank of New York Melion as sensor secured note trustee, and Barcley's Bank PLC as years facility agent and sensor security agent.
- a credit agreement dated 17 April 2012 (the "Credit Agreement") among inter allow INEOS US Finance LLC and INEOS Finance Ple as borrowen and guarantons, and Burclays Bank PLC as administrative agent and security agent (at amended and restated as of 8 May 2013, as further amended and restated as of 21 February 2014, as further amended as of 37 March 2015, as further amended as of 38 November 2018, as further amended as of 38 February 2017, as further amended as of 29 February 2017, as further amended as of 29 October 2020, as further amended as of 30 October 2020, as further amended on 8 November 2021, and as further amended on 8 November 2022, and as further amended on 8 November 2022, and as further amended on 8 November 2022.
- 4 a jourder and amendment agreement proposed to be executed in relation to the Cresht Agreement; and
- 5 the agreement and sale of new region section notes by INCOS Finance ple pursuant to an indicature in be entered into by, amongst others, INCOS Finance ple and the Bank of New York Malkon, London Branch as muster and principal paying agent.

On the basis of and in connection with these agreements, the tigring Company (as defined below) will enter into and deliver certain scentify documents and certain other documents appared to be exceeded by or on behalf of it, these security documents and other documents become joinedly referred in as the "Choose Pate Documents".

In view of these transactions, the signing Company,

#### INEOS Holdings Limited,

a private limited liability company, incorporated under the laws of England, registered with the Companies House of England and Wales under number 04215887, having its registered office at Hawkslease, Chapel Lane, Lynchurst, Hampshire SO43 7 FG, United Kingdom of Great Britain and Northern Ireland

(the "Company"),

hereby grants power of attorney (herollmächtigt) to each of

Henning Hilke, Pascal Brandt, Tobias Braim, Tobias Chowdhury, Niclas Claussen, Marthias Hausdorf, Jennifer Klein, Mathias Menzel, Antonius Rodewig, Max Kaiser and Felicitas Rahlfs

each having their business address at

Hengeler Mueller, Bockenbeimer Landstraße 24, 60323 Frankfurt am Main, Federal Republic of Germany

(the "Attorneys-in-fact"),

each of them acting alone, to comprehensively represent the Company in connection with the execution and conclusion of any Closing Date Documents.

In particular, the Attorneys-in-fact shall be authorised to execute, on the Company's behalf, one or more notarial junior share and interest pledge agreements (acchronging Verpfanchorg von GmbH-Geschaftsanteilen und KG-Gesellschaftsanteilen) under which the Company pledges (verpfander) as a security all its present and future shares held in Incos Köln Verwaltungs GmbH (registered with the commercial register (Handelsregister) of the local court (Amsgerichi) of Cologne under number HRB 59517) in favour of Barclays Bank PLC and/or any other financial institution as pledgee or pledgees.

Each of the Attorneys-in-fact, acting alone, is herewith authorised to amend, supplement, cancel and to re-enter into, in the name of the Company, all of the agreements and documents, and to amend and supplement and re-declare or re-resolve upon all of the declarations and resolutions referred to in this power of attorney.

Each Attorney-in-fact shall be entitled to eater into agreements on behalf of the Company and on its own behalf or on behalf of a third party (release of the restrictions set forth in section 181 of the German Civil Code (Birgerliches Gesetzhisch) and equivalent or similar restrictions on self-dealing and/or multiple representations applicable to it pursuant to any other applicable law). Each Attorney-in-fact shall further be authorised to issue written delegations of their powers of attorney having the same scope of power as this power of attorney.

The Company undertakes to indemnify and hold harmless the Attorneys in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwülten mbB, against all costs, claims, expenses and

Preser of Alterney (Shore Pledge) Sympleck - ISECS Reddings Limited

liabilities incurred by the Attorneys-in-fact or Hengeler Mueller, Parmerschaft von Rechtsamwillen mbB, in connection with any declarations pursuant to this power of attorney, except for wilful miscenduct or gross negligence by the Attorneys-in-fact or Hengeler Mueller, Parmerschaft von Rechtsamwillten mbB.

In case of doubt, this power of attorney shall be interpreted extensively.

This power of altorney shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

This power of attorney is valid until the end of 31 December 2024.

[signature page to follow]

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SIGNED <u>5 February</u> 2024

## INEOS Holdings Limited

Represented by:

Naryle: 9.W. LEASK

Title: Director

## Certified Copy

#### INEOS Manufacturing Deutschland GmbH

#### Power of Attorney

We are aware that the following agreements and transactions have been or are proposed to be entered into

- An intercreditor deed dated 12 May 2010 (as amended from time to time) among; interalios, INEOS floldings Limited, INEOS Group Holdings S.A., Farclays Bank PLC as senior facility agent and senior security agent. The Bank of New York Mellon as senior secured notes trustee and high yield raste trustee, and the companies listed as obligors therein (the "Intercreditor Deed");
- a sixteenth amendment deed relating to the intercreditor Deed to be entered into among, inter alios, INEOS Holdings Limited as principal obligor, the companies listed as confirming obligors therein. The Bank of New York Mellon as senior secured note trustee, and Barclays Bank PLC as senior facility agent and senior security agent;
- a credit agreement thated 27 April 2012 (the "Credit Agreement") among, inter alsos, INEOS US Finance LLC and INEOS Finance Plc as borrowers and guarantoes, and Barclays Bank PLC as administrative agent and security agent (as amended and restated as of 8 May 2013, as further amended as of 21 February 2014, as further amended as of 24 November 2014, as further amended as of 31 March 2015, as further amended as of 3 November 2015, as further amended as of 28 February 2017, as further amended as of 3 November 2017, as further amended as of 29 October 2020, as further amended on 8 November 2021 as further amended on 8 November 2022, and as further amended on 16 February 2023);
- 4 a joinder and amendment agreement proposed to be executed in relation to the Credit Agreement; and
- A the essuance and sale of new senior secured notes by INFOS Finance plc pursuant to an understore to be entered into by, amongst others, INFOS Finance plc and the Bank of New York Mellon, London Branch as trustee and principal paying agent.

On the basis of and in connection with these agreements, the signing Company (as defined below) will enter into and deliver certain security documents and certain other documents required to be executed by or on behalf of it, those security documents and other documents berein jointly referred to as the "Closing Date Documents".

In view of these transactions, the signing Company,

#### INEOS Manufacturing Deutschland GmbH.

a company organised under the laws of the Federal Republic of Germany, registered with the commercial register (Handelsregister) of the local court (Amtsgericht) of Cologne under number HRB 57260

(the "Company").

hereby grants power of attorney (bevollmächtigt) to each of

Henning Hilke, Pascal Brandt, Tobias Braun, Tobias Chowdhury, Niclas Claussen, Matthias Hausdorf, Jennifer Klein, Mathias Menzel, Antonius Rodewig, Max Kaiser and Felicitas Rahlfs

each having their business address at

Hengeler Mueller, Bockenbeimer Landstraße 24, 60323 Frankfurt am Main, Federal Republic of Germany

(the "Attorneys-in-fact"),

each of them acting alone, to comprehensively represent the Company in connection with the execution and conclusion of any Closing Date Documents.

In particular, the Attorneys-in-fact shall be authorised to execute, on the Company's behalf, one or more notarial junior share and interest pledge agreements (nachrangige Verpfändung von GmbH-Geschäftsanteilen und KG-Gesellschaftsanteilen) under which

- (i) the Company pledges (verpfändet) as a security all its present and future shares held in INEOS Köln GmbH (registered with the commercial register (Handelsregister) of the Local Court (Amisgericht) of Cologne under number HRB 37428), and
- (ii) INEOS Deutschland GmbH (registered with the commercial register (Handelsregister) of the Local Court (Amtsgericht) of Cologne under number HRB 61258) and INEOS Köln Beteiligungs GmbH & Co. KG (registered with the commercial register (Handelsregister) of the Local Court (Amtsgericht) of Cologne under number HRA 24630) as the shareholders of the Company pledge (verpfänden) as security all their present and future shares held in the Company.

in each case in favour of Barclays Bank PLC and/or any other financial institution as pledgee or pledgees.

Each of the Attorneys-in-fact, acting alone, is herewith authorised to amend, supplement, cancel and to re-enter into, in the name of the Company, all of the agreements and documents, and to amend and supplement and re-declare or re-resolve upon all of the declarations and resolutions referred to in this power of attorney.

Each Attorney-in-fact shall be entitled to enter into agreements on behalf of the Company and on its own behalf or on behalf of a third party (release of the restrictions set forth in section 181 of the German Civil Code (Bürgerliches Gesetzbuch) and equivalent or similar restrictions on self-dealing and/or multiple representations applicable to it pursuant to any other applicable law). Each Attorney-in-fact shall further be authorised to issue written delegations of their powers of attorney having the same scope of power as this power of attorney.

The Company undertakes to indemnify and hold harmless the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB, against all costs, claims, expenses and liabilities incurred by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB, in connection with any declarations pursuant to this power of attorney, except for wilful misconduct or gross negligence by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB.

In case of doubt, this power of attorney shall be interpreted extensively:

This power of attorney shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

This power of attorney is valid until the end of 31 December 2024.

[signature page to follow]

## SIGNED <u>29 | poudry</u> 2021

#### INEOS Manufacturing Deutschland Gmbill

Represented by:



Name | Dr. Patrick Giefers

Title Managing Director

Name Of Axelogum Fulle Managing Director



Late 3 ( EM ) Carrier

#### INFOS Investment Holdings (Germany) Limited

#### Power of Attorney

We are aware that the following agreements and transactions have been so are proposed to be enforted into:

- An intercreditor deed dated 12 May 2010 (as amended from unit to time) among, interalisa, INFOS Holdings Lanned, INFOS Graup Holdings S.A., Barclays Bank PLC as somer facility agent and senior security agent, The Hank of New York Melion as senior secured notes trusted and high yield note trusted, and the companies listed as obligant therein the "Intercreditor Deed").
- 2. a sax teenth amendment deed relating to the Intercreditor Deed to be entered into among ourse along. INFOS Holdings Lamited as principal obligar, the companies losed as confiniting obligars therein. The Bank of New York Mellon as senior secured note trustee, and Barclays Bank PLC as senior facility agent and senior security agent.
- a credit agreement doted 27 April 2012 (the "Credit Agreement") among enter allow PREOS US Finance LLC and INEOS Finance Pic as between and guarantons, and Barclays Bank PLC at administrative agent and security agent (as amended and restained as of 8 May 2013, as further amended and restained as of 21 February 2014, as further amended as of 21 November 2014, as further amended as of 21 November 2015, as further amended as of 29 February 2017, as further amended as of 29 October 2020, as further amended as of 29 October 2020, as further amended on 8 November 2021, and as further amended on 8 November 2022, and as further amended on 8 November 2022, and as further amended on 16 February 2023).
- ii joinder and amendment agreement proposed to be executed in relation to the Credit Agreement; and
- 5 the issuance and sale of new senior secured notes by INEOS Finance ple pursuant to acindenture to be entered into by, amongst others, OCOS Finance ple and the Hank of New York Mellon, Landon Branch as inexten and principal paying agent.

On the basis of and in connection with these agreements, the signing Company (as defined below) will enter may and deliver certain accoracy documents and certain other documents required to be executed by or on behalf of it, those security documents and other documents have a until referred to as the "Chasing Date Documents"

In view of these transactions, the signing Company,

#### INEOS Investment Holdings (Germany) Limited,

a limited company organised under the laws of England and Wales, registered with the Companies House of England and Wales under number 4122347, having its registered office at Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7 FG, United Kingdom of Great Britain and Northern Ireland

(the "Company"),

bereby grants power of attorney (bevolimachings) to each of

Figuring Hilke, Pascal Brandt, Tobias Braun, Tobias Chowdbury, Niclas Claussen, Matthias Hausdorf, Jennifer Klein, Mathias Menzel, Antonius Rodewig, Max Kaiser and Felicitus Rahlfa

each having their business address at

Hengeler Moeller, Bockenheimer Landstraße 24, 60323 Frunkfurt um Main, Federal Republic of Germany

(the "Attorneys-in-fact"),

each of them acting alone, to comprehensively represent the Company in connection with the execution and conclusion of any Closing Date Documents.

In particular, the Attorneys-in-fact shall be authorised to execute, on the Company's behalf, one or more notarial junior share and interest pledge agreements (nachrangige Verpfanding von GmbH-Geschäftsanteilen und KG-Gesellschaftsanteilen) under which

- (i) INEOS Deutschland Holding Coabil (registered with the commercial register (Handelsregister) of the local court (Amtegericht) of Cologne under number HRB 64857), and
- (ii) INEOS Phenol Verwaltungagesellschaft mbH (registered with the commercial register (Handelsregister) of the local court (Amergericht) of Gelsenkirchen under number HRB 4099).

in each case in favour of Barclays Bank PLC und/or any other financial institution as pledgee or pledgees.

Each of the Attorneys-in-fact, acting alone, is herewith authorised to amend, supplement, cancel and to re-enter into, in the name of the Company, all of the agreements and documents, and to amend and supplement and re-declare or re-resolve upon all of the declarations and resolutions referred to in this power of attorney.

Each Attorney-in-fact shall be entitled to enter into agreements on behalf of the Company and on its own behalf or on behalf of a third party (release of the restrictions set forth in section 18)

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of the German Civil Code (Biogerliches Gesetzbach) and equivalent or similar restrictions on self-dealing and/or multiple representations applicable to it pursuant to any other applicable law). Each Attorney-in-fact shall further be nuthonised to issue written desegations of their powers of attorney having the same scope of power as this power of attorney.

The Company undertakes to indemnify and hold harmless the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB, against all costs, claims, expenses and liabilities incurred by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB, in connection with any declarations pursuant to this power of attorney, except for wilful misconduct or gross negligence by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB.

In case of doubt, this power of attorney shall be interpreted extensively.

This power of attorney shall be governed by and construed in accordance with the laws of the federal Republic of Germany.

This power of attorney is valid until the end of 31 December 2024.

[signiture page to follow]

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Specialists = 1745,35		

## INEOS Investment Holdings (Germany) Limited

Represented by:

White GW LEASK

Tille: Director

Larring and Vennag

## **Certified Copy**

#### INLOS Deutschland Cindill

#### Power of Attorney

We are aware that the following agreements and transactions have been or are proposed to be entered into:

- An intercredator deed dated 12 May 2010 (as amended from time to time) among interalios. INEOS Holdings Limited, INEOS Group Holdings S.A., Barclays Bank PLC assenior facility agent and senior security agent. The Bank of New York Mellon as senior secured notes trustee and high yield note mistee, and the companies listed as obligors therein (the "Intercreditor Deed").
- 2 a sixteenth amendment deed relating to the Intercreditor Deed to be entered into among times alsos. INEOS Holdings Limited as principal obligor, the companies listed as confirming obligors therein. The Bank of New York Mellon as senior secured note trustee, and Barclays Bank PLC as senior facility agent and senior security agent.
- 3. a credit agreement dated 27 April 2012 (the "Credit Agreement") among, inter alios, INEOS US Finance LLC and INEOS Finance Pic as borrowers and guarantons, and Burchays Bank PLC as administrative agent and security agent (as unrended and restated as of 8 May 2013, as further amended and restated as of 21 February 2014, as further amended as of 31 March 2015, as further amended as of 35 Ione 2015, as further amended as of 28 February 2017, as further amended as of 3 November 2017, as further amended as of 29 October 2020, as further amended on 8 November 2021 as further amended on 8 November 2021 as further amended on 8 November 2022; and as further amended on 16 February 2023);
- a joinder and amendment agreement proposed to be executed in relation to the Credit Agreement, and
- 5 the issuance and sale of new senior secured notes by INEOS Finance plc pursuant to an indenture to be entered into by, amongst others, INEOS Finance plc and the Bank of New York Mellon. London Branch as trustee and principal paying agent.

(in the basis of and in connection with these agreements, the signing Company (as defined below) will enter into and deliver certain security documents and certain other documents required to be executed by or on behalf of it, those security documents and other documents berean jointly referred to us the "Closing Date Documents".

In view of these transactions, the signing Company,

#### INEOS Deutschland GmbH.

a company organised under the laws of the Federal Republic of Germany, registered with the commercial register (Handelsregister) of the local court (Amtsgericht) of Cologne under number HRB 61258

(the "Company").

hereby grants power of attorney (bevollmächtigt) to each of

Henning Hilke, Pascal Brandt, Tobias Braun, Tobias Chowdhury, Niclas Claussen, Matthias Hausdorf, Jennifer Klein, Mathias Menzel, Antonius Rodewig, Max Kaiser and Felicitas Rahifs

each having their business address at

Hengeler Mueller, Bockenheimer Landstraße 24, 60323 Frankfurt am Main, Federal Republic of Germany (the "Attorneys-in-fact"),

each of them acting alone, to comprehensively represent the Company in connection with the execution and conclusion of any Closing Date Documents.

In particular, the Attorneys-in-fact shall be authorised to execute, on the Company's behalf, one or more notarial junior share and interest pledge agreements (nachrangige Verpfändung von GmbH-Geschäftsanteilen und KG-Gesellschaftsanteilen) under which

- the Company pledges (verpfündet) as a security all its present and future partnership interests and shares held in
  - (A) INFOS Köln Beteiligungs GmbH & Co KG (registered with the commercial register (Handelsregister) of the local court (Amisgericht) of Cologne under number HRA 24630).
  - (B) INEOS Manufacturing Deutschland GmbH (registered with the commercial register (Handelsregister) of the local court (Amtsgericht) of Cologne under number HRB 57260), and
- (ii) INEOS Deutschland Holding GmbH (registered with the commercial register (Handelsregister) of the local court (Amtsgericht) of Cologne under number HRB 64857) as the shareholder of the Company pledges (verpfändet) as security all its present and future shares held in the Company.

in each case in favour of Barclays Bank PLC and/or any other financial institution as pledgee or pledgees.

Each of the Attorneys-in-fact, acting alone, is herewith authorised to amend, supplement, cancel and to re-enter into, in the name of the Company, all of the agreements and documents, and to

amend and supplement and re-declare or re-resolve upon all of the declarations and resolutions referred to in this power of attorney.

Each Attorney-in-fact shall be entitled to enter into agreements on behalf of the Company and on its own behalf or on behalf of a third party (release of the restrictions set forth in section 181 of the German Civil Code (Bürgerliches Gesetzbuch) and equivalent or similar restrictions on self-dealing and/or multiple representations applicable to it pursuant to any other applicable law). Each Attorney-in-fact shall further be authorised to issue written delegations of their powers of attorney having the same scope of power as this power of attorney.

The Company undertakes to indemnify and hold harmless the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB, against all costs, claims, expenses and liabilities incurred by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB, in connection with any declarations pursuant to this power of attorney, except for wilful misconduct or gross negligence by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB.

In case of doubt, this power of attorney shall be interpreted extensively.

This power of attorney shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

This power of attorney is valid until the end of 31 December 2024.

[signature page to follow]

## SIGNED 24 Francy 2024

#### INEOS Deutschland GmbH

Represented by:

Name: Or Patrick Grefera

Title Managing Director

Names De Astel (1900a)

Managing Director

## Certified Copy

#### Incos Kida Verwaltungs Gmbill

#### Power of Attorney

We are aware that the following agreements and transactions have been in are proposed to be entired into:

- An intercreditor deed dated 12 May 2010 (as amended from time to time) among, interalios, INEOS Holdings Limited, INEOS Group Holdings S.A., Harelays Bank PLC as sentor facility agent and senior security agent, The Bank of New York Mellon as senior secured notes trustee and high yield note trustee, and the companies listed as obligors therein (the "Intercreditor Deed").
- 2 a stateenth amendment deed relating to the Intercreditor Deed to be entered into among inter-alios. INEOS Holdings Limited as principal obligor, the companies listed as confirming obligors therein. The Bank of New York Mellon as sensor secured note trustee, and Barclays Bank PLC as sensor facility agent and tenior security agent.
- 3 a credit agreement dated 27 April 2012 (the "Credit Agreement") among, inter alios, INEOS US Finance LLC and INEOS Finance Ple as borrowers and guarantors, and Barclays Bank PLC as administrative agent and security agent (as amended and restated as of 8 May 2013, as further amended and restated as of 21 February 2014, as further amended as of 31 March 2015, as further amended as of 31 March 2015, as further amended as of 28 February 2017, as further amended as of 29 October 2020, as further amended on 8 November 2021 as further amended on 8 November 2021 as further amended on 8 November 2021 as further amended on 8 November 2023.
- 4 if joinder and amendment agreement proposed to be executed in relation to the Credit Agreement, and
- 5 the issuance and sale of new senior secured notes by INEOS Finance pic pursuant to an intention to be entered into by, amongst others, INEOS Finance pic and the Bank of New York Mellon, London Branch as trusted and principal paying agent.

On the basis of and in connection with these agreements, the signing Company (as defined below) will enter into and deliver certain security documents and certain other documents required to be executed by or on behalf of it, those security documents and other documents berein jointly referred to as the "Closing Date Documents".

In view of these transactions, the signing Company,

#### Incos Köln Verwaltungs GmbH,

a company organised under the laws of the Federal Republic of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amisgericht*) of Cologne under number HRB 59517

(the "Company").

hereby grants power of attorney (bevollmächtigt) to each of

Henning Hilke, Pascal Brandt, Tobias Braun, Tobias Chowdhury, Niclas Claussen, Matthias Hausdorf, Jennifer Klein, Mathias Menzel, Antonius Rodewig, Max Kaiser and Felicitas Rahlfs,

each having their business address at

Hengeler Mueller, Bockenheimer Landstraße 24, 60323 Frankfurt am Main, Federal Republic of Germany

(the "Attorneys-in-fact").

each of them acting alone, to comprehensively represent the Company in connection with the execution and conclusion of any Closing Date Documents.

In particular, the Attorneys-in-fact shall be authorised to execute, on the Company's behalf, one or more notarial junior share and interest pledge agreements (nochrangige Verpfändung von GmbH-Geschäftsanteilen und KG-Gesellschaftsanteilen) under which

- (i) the Company pledges (verpländet) as a security all its present and future partnership interests and shares held in INEOS Köln Beteiligungs GmbH & Co KG (registered with the commercial register (Handelsregister) of the local court (Amtsgericht) of Cologne under number HRA 24630).
- (ii) INEOS Holdings Limited (registered with the Companies House of England and Wales under number 4215887) as the shareholder of the Company pledges (verpfunder) as security all its present and future shares held in the Company.

in each case in favour of Barclays Bank PLC and/or any other financial institution as pledgee or pledgees.

Each of the Attorneys-in-fact, acting alone, is herewith authorised to amend, supplement, cancel and to re-enter into, in the name of the Company, all of the agreements and documents, and to amend and supplement and re-declare or re-resolve upon all of the declarations and resolutions referred to in this power of attorney.

Each Attorney in-fact shall be entitled to enter into agreements on behalf of the Company and on its own behalf or on behalf of a third party (release of the restrictions set forth in section 18)

of the German Civil Code (Bürgerliches Gesetzbuch) and equivalent or similar restrictions on self-dealing and/or multiple representations applicable to it pursuant to any other applicable law). Each Attorney-in-fact shall further be authorised to issue written delegations of their powers of attorney having the same scope of power as this power of attorney.

The Company undertakes to indemnify and hold harmless the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB, against all costs, claims, expenses and liabilities incurred by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB, in connection with any declarations pursuant to this power of attorney, except for wilful misconduct or gross negligence by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB.

In case of doubt, this power of attorney shall be interpreted extensively.

This power of attorney shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

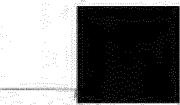
This power of attorney is valid until the end of 31 December 2024.

signature page to follow

## SIGNEDIZE PRICHOPEL 2024

#### Incox Köla Verwaltungs Gmbli

Represented by:



Name: Dr. Patrick Giefers

Title: Managing Director

Napé Dráxel Gölm

face: Managing Director

## Certified Copy

#### Incos Köfu Refeiligungs GrabH & Co KG

#### Power of Attorney

We are aware that the following agreements and transactions have been or are proposed to be entered into

- An intercreditor deed dated 12 May 2010 (as amended from time to time) among, interalises. INFOS Holdings Limited, INFOS Group Holdings S.A., Barclays Bank PLC as sensor facility agent and sensor security agent. The Bank of New York Mellon as sensor secured notes trustee and high yield note trustee, and the companies listed as obligors therein (the "Intercreditor Deed");
- 2 a sixteenth amendment deed relating to the Intercreditor Deed to be entered into among, inter-alios, INFOS Holdings Limited as principal obligor, the companies listed as confirming obligors therein. The Bank of New York Mellon as senior secured note trustee, and Barclays Bank PLC as senior facility agent and senior security agent.
- a credit agreement dated 27 April 2012 (the "Credit Agreement") among, inter alios, INEOS US Finance LLC and INEOS Finance Pic as borrowers and guarantors, and Barclays Bank PLC as administrative agent and security agent (as amended and restated as of 8 May 2013, as further amended and restated as of 21 February 2014, as further amended as of 31 March 2015, as further amended as of 31 March 2015, as further amended as of 28 February 2017, as further amended as of 3 November 2017, as further amended as of 29 October 2020, as further amended on 8 November 2021 as further amended on 8 November 2022, and as further amended on 8 November 2022, and as further amended on 16 February 2023);
- A tourder and amendment agreement proposed to be executed in relation to the Crodit
  Agreement, and
- 5 the samance and sale of new senior secured notes by INEOS Finance plc pursuant to an indenture to be entered into by amongst others, INEOS Finance plc and the Bank of New York Mellon, London Branch as trustee and principal paying agent.

On the basis of and in connection with these agreements, the signing Company (as defined below) will enter into and deliver certain security documents and certain other documents required to be executed by or on behalf of it, those security documents and other documents berein jointly referred to as the "Closing Date Documents".

### Incos Köln Beteiligungs GmbH & Co KG

a company organised under the laws of the Federal Republic of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Cologne under number HRA 24630

(the "Company"),

hereby grants power of attorney (bevollmächtigt) to each of

Henning Hilke, Pascal Brandt, Tobias Braun, Tobias Chowdhary, Niclas Claussen, Matthias Hausdorf, Jennifer Klein, Mathias Menzel, Antonius Rodewig, Max Kaiser and Felicitas Rahlfs

each having their business address at

Hengeler Mueller, Bockenheimer Landstraße 24, 60323 Frankfurt am Main, Federal Republic of Germany

(the "Attorneys-in-fact")

each of them acting alone, to comprehensively represent the Company in connection with the execution and conclusion of any Closing Date Documents.

In particular, the Attorneys-in-fact shall be authorised to execute, on the Company's behalf, one or more notarial junior share and interest pledge agreements (nachrangige Verpfändung von GmbH-Geschäftsanteilen und KG-Gesellschaftsanteilen) under which

- (i) the Company pledges (verpfändet) as a security all its present and future partnership interests and shares held in INEOS Manufacturing Deutschland GmbH (registered with the commercial register (Handelsregister) of the local court (Amtsgericht) of Cologne under number HRB 57260), and
- (ii) INEOS Köln Verwaltungs GmbH (registered with the commercial register (Handelsregister) of the local court (Amisgericht) of Cologne under number HRB 59517) as general partner of the Company and INEOS Deutschland GmbH (registered with the commercial register (Handelsregister) of the local court (Amisgericht) of Cologne under number HRB 61258) as the limited partner of the Company each pledges (verpfünder) as security all its present and future shares held in the Company.

in each case in favour of Barclays Bank PLC and/or any other financial institution as pledgee or pledgees.

Each of the Attorneys-in-fact, acting alone, is herewith authorised to amend, supplement, cancel and to re-enter into, in the name of the Company, all of the agreements and documents, and to

amend and supplement and re-declare or re-resolve upon all of the declarations and resolutions referred to in this power of attorney.

Each Attorney-in-fact shall be entitled to enter into agreements on behalf of the Company and on its own behalf or on behalf of a third party (release of the restrictions set forth in section 181 of the German Civil Code (Bürgerliches Gesetzbuch) and equivalent or similar restrictions on self-dealing and/or multiple representations applicable to it pursuant to any other applicable law). Each Attorney-in-fact shall further be authorised to issue written delegations of their powers of attorney having the same scope of power as this power of attorney.

The Company undertakes to indemnify and hold harmless the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB, against all costs, claims, expenses and liabilities incurred by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB, in connection with any declarations pursuant to this power of attorney, except for wilful misconduct or gross negligence by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB.

In case of doubt, this power of attorney shall be interpreted extensively.

This power of attorney shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

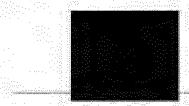
This power of attorney is valid until the end of 31 December 2024.

# SIGNED <u>27 Busins</u> 2024

# Incos Köln Beteiligungs GmbH & Co KG

Represented by INEOS Köla Verwaltungs GmbH, as its sole general partner.

Represented by



Name: Dr Patrick Giefers

Title: Managing Director

Name: Assessment

Igfe: Managing Director

# Certified Copy

#### INKOS Deutschland Holding Conhit

## Power of Attorney

We are aware that the following agreements and transactions have been or are proposed to be entered into:

- An intercreditor deed dated 12 May 2010 (as amended from time to time) among, meer alios, INFOS Holdings Limited, INFOS Group Holdings S.A., Barclays Bank PLC as senior facility agent and senior security agent. The Bank of New York Mellon as senior secured ages trustee and high yield note trustee, and the companies listed as obligate therein (the "Intercreditor Deed");
- 2 a sixteenth amendment deed relating to the intercreditor Deed to be entered into among inter-after. INEOS Huldings Limited as principal obligor, the companies listed as confirming obligors therein. The Bank of New York Mellon as senior secured note trustee, and Barclaya Bank PLC as senior facility agent and senior security agent.
- 3. a credit agreement dated 27 April 2012 (the "Credit Agreement") among, inter alios, INEOS US Finance LLC and INEOS Finance Plc as borrowers and guarantors, and Barclays Bank PLC as administrative agent and security agent (as amended and restated as of 6 May 2013, as further amended as of 21 February 2014, as further amended as of 24 November 2014, as further amended as of 31 March 2015, as further amended as of 28 February 2017, as further amended as of 29 October 2020, as further amended as of 29 October 2020, as further amended on 8 November 2021 as further amended on 8 November 2021 as further amended on 8 November 2023, and as further amended on 16 February 2023).
- a joinder and amendment agreement proposed to be executed in relation to the Credit Agreement and
- the issuance and sale of new senior secured notes by INEOS Finance ple pursuant to an indenture to be entered into by, amongst others, INEOS Finance ple and the Bank of New York Mellon, London Branch as trustee and principal paying agent.

On the basis of and in connection with these agreements, the signing Company (as defined below) will enter into and deliver certain security documents and certain other documents required to be executed by or on behalf of it, those security documents and other documents herein jointly referred to as the "Closing Date Documents".

### INEOS Deutschland Holding GmbH,

a company organised under the laws of the Federal Republic of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amisgerichi*) of Cologne under number HRB 64857

(the "Company").

hereby grants power of attorney (bevollmächtigt) to each of

Hemaing Hilke, Pascal Brandt, Tobias Braun, Tobias Chowdhury, Niclas Claussen, Matthias Hausdorf, Jennifer Klein, Mathias Menzel, Antonius Rodewig, Max Kaiser and Felicitas Rahlfs

each having their business address at

Hengeler Mueller, Bockenbeimer Landstraße 24, 60323 Frankfurt am Main, Federal Republic of Germany

(the "Attorneys-in-fact").

each of them acting alone, to comprehensively represent the Company in connection with the execution and conclusion of any Closing Date Documents.

In particular, the Attorneys-in-fact shall be authorised to execute, on the Company's behalf, one or more notarial junior share and interest pledge agreements (nachrangige Verpfändung von GmbH-Geschäftsanteilen und KG-Gesellschaftsanteilen) under which

- the Company pledges (verpfänder) as a security all its present and future partnership interests and shares held in
  - (A) INEOS Deutschland GmbH (registered with the commercial register (Handelsregister) of the local court (Amtsgericht) of Cologne under number HRB 61258),
  - (B) INEOS Phenol GmbH (registered with the commercial register (Handelsregister) of the local court (Antisgericht) of Gelsenkirchen under number HRB 9687), and
- (ii) INEOS Investment Holdings (Germany) Limited (registered with the Companies House of England and Wales under number 4122347) as the shareholder of the Company pledges (verpfändet) as security all its present and future shares held in the Company.

in each case in favour of Barclays Bank PLC and/or any other financial institution as pledgee or pledgees.

Each of the Attorneys-in-fact, acting alone, is herewith authorised to amend, supplement, cancel and to re-enter into, in the name of the Company, all of the agreements and documents, and to amend and supplement and re-declare or re-resolve upon all of the declarations and resolutions referred to in this power of attorney.

Each Attorney-in-fact shall be entitled to enter into agreements on behalf of the Company and on its own behalf or on behalf of a third party (release of the restrictions set forth in section 181 of the German Civil Code (Bürgerliches Gesetzbuch) and equivalent or similar restrictions on self-dealing and/or multiple representations applicable to it pursuant to any other applicable law). Each Attorney-in-fact shall further be authorised to issue written delegations of their powers of attorney having the same scope of power as this power of attorney.

The Company undertakes to indemnify and hold harmless the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB, against all costs, claims, expenses and liabilities incurred by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB, in connection with any declarations pursuant to this power of attorney, except for wilful misconduct or gross negligence by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB.

In case of doubt, this power of attorney shall be interpreted extensively.

This power of attorney shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

This power of attorney is valid until the end of 31 December 2024.

SKINED <u>33 August</u> 2024

## INFOS Deutschland Holding GmbH

Represented by

Name: Dr. Patrick Giefers

Title: Managing Director

Name, Dr. Seet Loon

IJde: Managing Director

# Certified Copy

#### INEOS Phenol Goddi

## Prover of Alloracy

We are aware that the following agreements and transactions have been or are proposed to be entered into:

- An intercreditor deed dated 12 May 2010 (as amended from time to time) among, inter allos, INEOS Holdings Limited, INEOS Group Holdings S.A., Barelays Bank PLC as senior facility agent and senior security agent. The Bank of New York Mellon as senior secured usies trustee and high yield note trustee, and the companies listed as obligors therein (the "Intercreditor Deed");
- 2 a sixteenth amendment deed relating to the Intercreditor Deed to be entered into among inter allos, INEOS Holdings Limited as principal obligor, the companies listed as confirming obligors therein. The Bank of New York Melion as senior secured outernises, and Barclays Bank PLC as senior facility agent and senior security agent.
- 3. a credit agreement dated 27 April 2012 (the "Credit Agreement") among, inter allow, DNEOS US Finance: LLC and INEOS Finance Plc as borrowers and guarantors, and Barclays Bank PLC as administrative agent and security agent (as amended and restated as of 8 May 2013, as further amended and restated as of 21 February 2014, as further amended as of 31 March 2015, as further amended as of 31 March 2015, as further amended as of 28 February 2017, as further amended as of 3 November 2017, as further amended as of 29 October 2020, as further amended on 8 November 2021 as further amended on 8 November 2021, and as further amended on 8 November 2023;
- a joinder and amendment agreement proposed to be executed in relation to the Credit Agreement; and
- 3. the issuance and sale of new senior secured notes by INEOS Finance plc pursuant to an indenture to be entered into by, amongst others, INEOS Finance plc and the Bank of New York Mellon, London Branch as trustee and principal paying agent.

On the basis of and in connection with these agreements, the signing Company (as defined below) will enter into and deliver certain security documents and certain other documents required to be executed by or on behalf of it, those security documents and other documents berein jointly referred to as the "Closing Date Documents"

#### INFOS Phenol GmbH.

a company organised under the laws of the Federal Republic of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Gelsenkirchen under number HRB 9687

(the "Company"),

hereby grants power of attorney (bevollmächtigt) to each of

Henning Hilke, Pascal Brandt, Tobias Braun, Tobias Chowdhury, Niclas Claussen, Matthias Hausdorf, Jennifer Klein, Mathias Menzel, Antonius Rodewig, Max Kaiser and Felicitas Rahlfs

each having their business address at

Hengeler Mueller, Bockenheimer Landstraße 24, 60323 Frankfurt am Main, Federal Republic of Germany

(the "Attorneys-in-fact").

each of them acting alone, to comprehensively represent the Company in connection with the execution and conclusion of any Closing Date Documents.

In particular, the Attorneys-in-fact shall be authorised to execute, on the Company's behalf, one or more notarial junior share and interest pledge agreements (nachrangige Verpfändung von GmbH-Geschäftsanteilen und KG-Gesellschaftsanteilen) under which INEOS Deutschland Holding GmbH (registered with the commercial register (Handelsregister) of the local court (Amisgericht) of Cologne under number HRB 64857) and INEOS Phenol Verwaltungsgesellschaft mbH (registered with the commercial register (Handelsregister) of the local court (Amisgericht) of Gelsenkirchen under number HRB 4099) as the shareholders of the Company pledge (verpfänden) as security all their present and future shares held in the Company in favour of Barclays Bank PLC and/or any other financial institution as pledgee or pledgees.

Each of the Attorneys-in-fact, acting alone, is herewith authorised to amend, supplement, cancel and to re-enter into, in the name of the Company, all of the agreements and documents, and to amend and supplement and re-declare or re-resolve upon all of the declarations and resolutions referred to in this power of attorney.

Each Attorney-in-fact shall be entitled to enter into agreements on behalf of the Company and on its own behalf or on behalf of a third party (release of the restrictions set forth in section 181 of the German Civil Code (Bürgerliches Gesetzbuch) and equivalent or similar restrictions on self-dealing and/or multiple representations applicable to it pursuant to any other applicable law). Each Attorney-in-fact shall further be authorised to issue written delegations of their powers of attorney having the same scope of power as this power of attorney.

The Company undertakes to indemnify and hold harmless the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB, against all costs, claims, expenses and liabilities incurred by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB, in connection with any declarations pursuant to this power of attorney, except for wilful misconduct or gross negligence by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB.

In case of doubt, this power of attorney shall be interpreted extensively.

This power of attorney shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

This power of attorney is valid until the end of 31 December 2024.



# SIGNED <u>29 January</u> 202

# INEOS Phenol GmbH

Represented by:

Name Benje Marriz

Title: Managing Director

# **Certified Copy**

## INEOS Phenol Verwaltungsgesellschaft mbH

#### Power of Attorney

We are aware that the following agreements and massections have been or are proposed to be entered into:

- An intercreditor deed doted 12 May 2010 (as amended from time to time) among, interalios, INEOS Holdings Limited, INEOS Group Holdings S.A., Barelays Bank PLC as senior facility agent and senior security agent. The Bank of New York Mellon as senior secured notes trustee and high yield note trustee; and the companies listed as obligors therein (the "Intercreditor Deed");
- 2 a sixteenth amendment deed relating to the Intercreditor Deed to be entered into among, taker alice, INFOS Holdings Limited as principal obligor, the companies listed as confirming obligors therein. The Bank of New York Mellon as senior secured note tension, and Banclays Bank FLC as senior facility agent and senior security agent;
- a credit agreement dated 27 April 2012 (the "Credit Agreement") among, inter altos, INEOS US Finance LLC and INEOS Finance Pic as fortowers and guarantors, and Barclays Bank PLC as administrative agent and security agent (as amended and restated as of 8 May 2013, as further amended and restated as of 21 February 2014, as further amended as of 11 March 2015, as further amended as of 3 Movember 2015, as further amended as of 28 February 2017, as further amended as of 29 October 2020, as further amended on 8 November 2021 as further amended on 8 November 2021 as further amended on 8 November 2021, and as further amended on 16 February 2021);
- 4 a joinder and amendment agreement proposed to be executed in relation to the Credit Agreement, and
- 5 the issuance and sale of new senior secured notes by INFOS Finance plc pursuant to an indenture to be entered into by, amongst others, INFOS Finance plc and the Bank of New York Mellon, London Branch as trustee and principal paying agent.

On the basis of and in connection with these agreements, the signing Company (as defined below) will enter into and deliver certain security documents and certain other documents required to be executed by or on behalf of it, those security documents and other documents berein jointly referred to as the "Closing Date Documents".

#### INEOS Phenol Verwaltungsgesellschaft mbH.

a company organised under the laws of the Federal Republic of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Gelsenkirchen under number HRB 4099

(the "Company"),

hereby grants power of attorney (bevollmächtigt) to each of

Henning Hilke, Pascal Brandt, Tobias Braun, Tobias Chowdhury, Niclas Claussen, Matthias Hausdorf, Jennifer Klein, Mathias Menzel, Antonius Rodewig, Max Kaiser and Felicitas Rahlfs

each having their business address at

Hengeler Mueller, Bockenheimer Landstraße 24, 60323 Frankfurt am Main, Federal Republic of Germany

(the "Attorneys-in-fact").

each of them acting alone, to comprehensively represent the Company in connection with the execution and conclusion of any Closing Date Documents.

In particular, the Attorneys-in-fact shall be authorised to execute, on the Company's behalf, one or more notarial junior share and interest pledge agreements (nachrangige Verpfandung von GmbH-Geschöftsanteilen und KG-Gesellschaftsanteilen) under which

- (i) the Company pledges (verpfander) as a security all its present and future shares held in INEOS Phenol GmbH (registered with the commercial register (Handelsregister) of the Local Court (Amasgericht) of Gelsenkirchen under number HRB 9687), and
- (ii) INEOS Investment Holdings (Germany) Limited (registered with the Companies House of England and Wales under number 4122347) as the shareholder of the Company pledges (verpfändet) as security all its present and future shares held in the Company.

in each case in favour of Barclays Bank PLC and/or any other financial institution as pledgee or pledgees.

Each of the Attorneys-in-fact, acting alone, is herewith authorised to amend, supplement, cancel and to re-enter into, in the name of the Company, all of the agreements and documents, and to amend and supplement and re-declare or re-resolve upon all of the declarations and resolutions referred to in this power of attorney.

Each Attorney-in-fact shall be entitled to enter into agreements on behalf of the Company and on its own behalf or on behalf of a third party (release of the restrictions set forth in section 181 of the German Civil Code (Birgerliches Gesetzbuch) and equivalent or similar restrictions on

self-dealing and/or multiple representations applicable to it pursuant to any other applicable law). Each Attorney-in-fact shall further be authorised to issue written delegations of their powers of attorney having the same scope of power as this power of attorney.

The Company undertakes to indemnify and hold harmless the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB, against all costs, claims, expenses and liabilities incurred by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB, in connection with any declarations pursuant to this power of attorney, except for wilful misconduct or gross negligence by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB.

In case of doubt, this power of attorney shall be interpreted extensively.

This power of attorney shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

This power of attorney is valid until the end of 31 December 2024.

# SIGNED <u>29 Januar y</u> 2024

INEOS Phenot Verwaltungsgesellschaft mbH

Represented by

Name: Besile Marotz

Title: Managing Director



#### INECE Kalu Grahft

#### Power of Attorney

We are aware that the following agreements and transactions have been or are proposed to be entered into:

- An intercreditor deed dated 12 May 2010 (as amended from time to time) among, interalios, INFOS Holdings Limited, INFOS Group Holdings S.A., Barclays Bank PLC assenior facility agent and senior security agent, The Bank of New York Mellon as senior secured notes trustee and high yield note trustee, and the companies listed as obligors therein (the "Intercreditor Deed").
- 2 a sixteenth amendment deed relating to the Intercreditor Deed to be entered into among, inter-alias. INEOS Holdings Limited as principal obligor, the companies listed as confirming obligors therein. The Bank of New York Mellon as senior secured note trustee, and Barclays Bank PLC as senior facility agent and senior security agent;
- a credit agreement dated 27 April 2012 (the "Credit Agreement") among, inter allow, INFOS US Finance LLC and INFOS Finance Pic as borrowers and guarantors, and Barclays Bank PLC as administrative agent and security agent (as amended and restated as of 8 May 2013, as further amended and restated as of 21 February 2014, as further amended as of 31 March 2015, as further amended as of 31 March 2015, as further amended as of 28 February 2017, as further amended as of 29 Detober 2020, as further amended as of 29 Detober 2020, as further amended on 8 November 2021 as further amended on 8 November 2021 as further amended on 8 November 2023;
- a poinder and amendment agreement proposed to be executed to relation to the Credit Agreement, and
- 5 the assumee and sale of new senior secured notes by INEOS Finance ple pursuant to an indenture to be entered into by, amongst others, INEOS Finance ple and the Bank of New York Mellon, London Branch as trustee and principal paying agent.

On the basis of and in connection with these agreements, the signing Company (as defined below) will enter into and deliver certain security documents and pertain other documents required to be executed by or on behalf of it, those security documents and other documents herein jointly referred to as the "Closing Date Documents"

#### INEOS Köln GmbH.

a company organised under the laws of the Federal Republic of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Cologne under number HRB 37428

(the "Company"),

hereby grants power of attorney (bevollmächtigt) to each of

Henning Hilke, Pascal Brandt, Tobias Braun, Tobias Chowdhury, Niclas Claussen, Matthias Hausdorf, Jennifer Klein, Matthias Menzel, Antonius Rodewig, Max Kaiser and Felicitas Rahlfs

each having their business address at

Hengeler Mueller, Bockenheimer Landstraße 24, 60323 Frankfurt am Main, Federal Republic of Germany

(the "Attorneys-in-fact"),

each of them acting alone, to comprehensively represent the Company in connection with the execution and conclusion of any Closing Date Documents.

In particular, the Attorneys-in-fact shall be authorised to execute, on the Company's behalf, one or more notarial junior share and interest pledge agreements (nachrangige Verpfänding von GmbH-Geschäftsanteilen und KG-Gesellschaftsanteilen) under which INEOS Manufacturing Deutschland GmbH (registered with the commercial register (Handelsregister) of the local court (Amtsgericht) of Cologne under number HRB 57260) as the shareholder of the Company pledges (verpfändet) as security all its present and future shares held in the Company in favour of Barclays Bank PLC and/or any other financial institution as pledgee or pledgees.

Each of the Attorneys-in-fact, acting alone, is herewith authorised to amend, supplement, cancel and to re-enter into, in the name of the Company, all of the agreements and documents, and to amend and supplement and re-declare or re-resolve upon all of the declarations and resolutions referred to in this power of attorney.

Each Attorney-in-fact shall be entitled to enter into agreements on behalf of the Company and on its own behalf or on behalf of a third party (release of the restrictions set forth in section 181 of the German Civil Code (Bürgerliches Gesetzbuch) and equivalent or similar restrictions on self-dealing and/or multiple representations applicable to it pursuant to any other applicable law). Each Attorney-in-fact shall further be authorised to issue written delegations of their powers of attorney having the same scope of power as this power of altorney.

The Company undertakes to indemnify and hold harmless the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB, against all costs, claims, expenses and liabilities incurred by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von

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Rechtsanwälten mbB, in connection with any declarations pursuant to this power of attorney, except for wilful misconduct or gross negligence by the Attorneys-in-fact or Hengeler Mueller, Partnerschaft von Rechtsanwälten mbB.

In case of doubt, this power of attorney shall be interpreted extensively.

This power of attorney shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

This power of attorney is valid until the end of 31 December 2024.

# SIGNED <u>29 January</u> 2021

# INEOS Kāla GmbH

Represented by:

Name Or Parick Gisters

Title Managing Director

namental and the second se

Name Dr. Axel Gölut

Managing Director

Ercendas Printas

BARCLAYS BANK PLC I Clearchill Place Loudina E14 5HP

Lemman, B-Klacy 2004

Power of Attorney

Hardays Bank PLC

a company incorporated in the United Kingdom and registered to England and Wales (registered number 6102615);, whose registered office is signified at 1 Clarefull Place, London E14 5HP (the "Company")

hereby grantaby Dood (i) power of automory (Pollwardir) on its own helialf and (ii) based upon a power of automory continued in Cloure 22.13 (Appointment at Agent and Administrator to relation to German Secretar Inserted of the interception doed originally dated 12 May 2010 (as amonised and/or restated from time to time) and made assume, Infer tellow, INDOS Germa Hubbings S.A. as parent boldso, INEOS Heldings Limited as principal obligate and the Computy as facility agent and security agent, as except of which is attached hower as Schoolog 1); subpower of assumery (Unitervalous Action helial for the outside Second in the Schoolog 2 hereit to each of the following:

Vasmia Abdisettar Cienrens Diensibler Eenma Dragonakrova Paulina Gerling Nils Holzgreis Dr. Anne Kristin Krufft Dr. Chlod Ligaier Dr. Verenika Montes Sven Oppermann Heinrich Stärtz Dr. Mathias Stöcher Madelaine Vilosler Kiangian Zhang

each with business address on

Magara, Lewis & Bezkins LLF Kéniginatabe 9, 80539 Manich, Gornany

and

Lutz Hans Kresien Sårah-Lercen Krüger Christian Leeder Michael Maier Leon Rady Michelle Schneider Leonland Selfert

CRITICALIST

each with business address at:

Morgan, Lewis and Bockius LLP Bockenheimer Landstr, 4, 60306 Frankfurt am Main, Germany

(each an "Attorney" and collectively the "Attorneys"), and each of them individually (Encertwillmackt), to represent us in any way whatsoever in and in connection with the negotiation and signing of

- I. a junior share and interest pledge agreement to be entered into among, total allow, INEOS Holdings Lamited, INEOS Manufacturing Deutschland Grahll, INEOS Investment Holdings (Germany) Limited, INEOS Pacasel Verwaltangsgesclischaft unbil, INEOS Deutschland Grabil, Incos Köln Verwaltangs Grabil, Incos Köln Beteiligungs Grabil & Co. KG and INEOS Deutschland Holding Grabil as pledgers and the Company as accurity agent and the Senior Planace Parties as pledgers relating to (i) the shares in Incos Köln Verwaltangs Grabil, INEOS Köln Grabil, INEOS Deutschland Grabil, INEOS Deutschland Holding Grabil, INEOS Manufacturing Deutschland Grabil, INEOS Phenol Grabil and INEOS Phenol Verwaltungsgesellschaft rabil and (ii) the partnership interests in Incos Köln Beteiligungs Grabil & Co. KG; and
- any other document referred to in, or contemplated by, any of the aforementioned documents.

The documents listed in (1.) to (2.) above are hereinafter collectively referred to as the "Documents". Terms used herein and not otherwise defined herein shall have the meaning astrobed to them in the Documents.

This Power of Attorney includes the power to enter into and agree the terms of, and any amendments to, any agreements, documents or transactions which are necessary or desirable in the context of the negatiation and signing of the Documents, the power to make and receive any and all declarations whicher in private written form (private Schriffform) or in notarial form, and to perform any and all actions which are necessary or appropriate in this context.

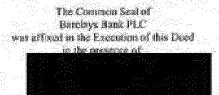
Each Attorney is exempted from the restrictions of Section 181 Alternative 2 of the German Civil Code (BGB), i.e. the restrictions of representing several parties at the same time under German law, as well as comparable rules restricting the representation of several parties at the same time in any other jurisdiction.

This Power of Attorney shall expire three months from the date of this Power of Attorney.

This Power of Atterney is governed by, and construed in accordance with, German law to the non-exclusive jurisdiction of whose courts the Company submits by executing this Deed and the Atterney submits by perporting to act under its terms.

This Dood has been duly executed and delivered on the day and year first written above.

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#### Schedule I

#### Excerpt of Intercreditor Deed

- 22.1 Appointment and dates of the Senior Security Agent
- (a) Each Senior Creditor hereby appoints Barclays Bank PLC as Senior Security Agent to act as agent and security trustee for the purpose of the Senior Security Documents and this Dood and irrevocably authorises Barclays Bank PLC for and on its behalf to exercise such rights, powers and discretions as are specifically delegated to it by the terms of the Senior Security Documents and this Deed, together with all such rights, powers and discretions as are incidental thereto, and to give a good discharge for any moneys payable under the Senior Security Documents.
- (b) The Senior Security Agent shall not have, nor be deemed to have, assumed any trust or fiduciary relationship with, any party to this Deed, other than those for which specific provision is made by the Senior Security Documents and this Deed.
- (c) The Senior Security Agent shall not be or be deemed to be agent or trustee for any party to this Deed other than the Senior Creditors.
- 22.13 Appointment as Agent and Administrator in relation to German Security Interests.
- (a) In relation to the German Security Interests, the Senior Security Agent shall:
  - (i) hold, administer and (subject to the same having become enforceable and to the terms of this Deed) realise any such German Security Interest which is security transferred or assigned (Sicherungseigentum/Sicherungsahtretung) or otherwise granted under a non-accessory security right (nicht akzestorische Sicherheit) to it in its own name as trustee (treuhünderisch) for the benefit of the Senior Creditors; and
  - (ii) administer and (subject to the same having become enforceable and to the terms of this Deed) realise in the name of and on behalf of the Senior Creditors any German Security Interest which is pledged (Verpsionlang) or otherwise transferred to any Senior Creditors under an accessory security right (akacasorische Sicherheit) in the name and on behalf of the Senior Creditors.
- (b) Each Senior Creditor (other than the Senior Security Agent) bereby authorises the Senior Security Agent to accept as its representative (Stellvestreter) any plodge or other creation of any accessory security right made to such Secured Party in relation to the Senior Finance Documents, the Additional Senior Finance Documents and the Senior Secured Note Documents and to act and execute on its behalf as its representative (Stellvestreter), subject to the terms of this Deed, amendments or releases of, accessions and alterations to, and to carry out similar dealings with regard to any German Security Document which creates a pledge or any other accessory security right (akzessorische Sicherheit).
- (c) Each Senior Creditor which becomes a party to any Senior Finance Document, the Additional Senior Finance Document or Senior Secured Note Document ratifies and approves all acts and declarations previously done by the Senior Security Agent on such Senior Creditor's behalf (including for the avoidance of doubt the declarations made by the Senior Security Agent as representative without power of attorney (Vertreter oline Vertretingsmacht) in relation to the creation of any pledge (Pfandrecht) on behalf and for the benefit of any Senior Creditor.
- (d) Each relevant Obligor and each relevant Senior Creditor agrees that the German Security Documents entered into between them in addition to this Deed shall be subject to the relevant terms of this Deed.
- (e) The Senior Security Agent shall and is hereby authorised by each of the Senior Creditors (and to the extent it may have any interest therein, every other party hereto) to execute on behalf of itself and each other party hereto where relevant without the need for any further referral to, or authority from, any other person all necessary releases or confirmations of any security created under the German Security Interests in relation to the disposal of any asset which is permitted under the German Security Interests or consented or agreed upon in accordance with the Finance Documents.

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- (f) Each Senior Creditor hereby irrevocably authorises the Senior Security Agent to act on its behalf and if required under applicable law, or if otherwise appropriate, in its name and on its behalf in connection with the preparation, execution and delivery of the German Security Interests and the perfection and monitoring of the German Security Interests, including but not limited to, any share pledge, mortgage, assignment or transfer of title for security purposes. The Senior Security Agent is authorised to make all statements necessary or appropriate in this connection.
- (g) Each of the Obligors and the Senior Creditors hereby relieves the Senior Security Agent from the restrictions pursuant to section 181 of the German Civil Code (Bürgerliches Gesetzbuch BGB) and similar restrictions applicable to it pursuant to any other applicable law, in each case to the extent legally possible to perform its duties and obligations as Senior Security Agent hereunder.
- (h) It is hereby agreed that, in relation to any jurisdiction the courts of which would not recognise or give effect to the trust expressed to be created by this Clause 22.13 (Appointment as Agent and Administrator in relation to German Security Interests), the relationship of the Senior Creditors to the Senior Security Agent in relation to any German Security Interest shall be construed as one of principal and agent but, to the extent permissible under the laws of such jurisdiction, all the other provisions of this Clause 22.13 (Appointment as Agent and Administrator in relation to German Security Interests) shall have full force and effect between the Panies.

# Schedule 2

### List of Secured Parties

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B	ANDIN HILL CLO 2021-2 LIMITED	
B	ARDOT CLO LIMITED	
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B	ARNGS FIRO CLO 2018-2 D.A.C.	
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CARLYLE US CLO 2021-11, LTD	
CARLYLE US CLO 2021-2, LTD.	=======================================
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CARLYLE US CLO 2021-4, LTD.	M
CARLYLE US CLO 2021-5 LTD.	
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CARLYLE US CLO 2021-7 LTD.	***
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CARLYLE US CLO 2021-9 LTD	***
CARLYLE US CLO 2022-1 LTD	
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CARLYLE US CLO 2022-3 LTD.	
CARLYLE US CLO 2022-4, LTD	
CARLYLE US CLO 2022-5, LTD	
CARLYLE US CLO 2022-6, LTD.	
CARLYLE US CLO 2022-F LTD.	
CAREYLE US CLO 2023-2, LTD.	
CARLYLE US CLO 2023-3; LTD.	
CARLYLE US CLO 2023-A, LTD	
CARLYLE US CLO 2023-D, LTD.	
CARVAL CLO I LIMITED	
CARVAL CLO II LIMITED	
CARVAL CLO III LIMITED	
CARVAL CLO IV LIMITED	4
CARVAL CLO Y-CLID.	
CARVAL CLO VI-C LTD.	
CARVAL CLO VII-C LIMITED	
CARVALGOVIICEIR	
CARYSFORT PARK CLO DAC	
CATAMARAN CLO 2918-1 LIMITED	
CATHEDRAL LAKE CLO 2013 LIMITED	
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CATHEDRAL LAKE YI LTD.	
CATHEDRAL LAKE VILLED.	
CAYUGA PARK CLO LIMITED	
CRAM 2017-1 LIMITED	
CBAM 2017-2 LIMITED	
CBAM 2017-3 LIMITED	
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CBAM 2018-5 LIMITED	
CBAM 2018-6 LIMITED	
CBAM 2018-7 LTD; 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
CBAM 2018-8, LTD :	
CBAM 2019-10 LIMITED	
CBAM 2019-11R LTD	

CBAM 2019-9 LIMITED
CBAM 2020-12 LTD
CBAM 2020-13 LIMITED
CBAM 2021-14 LIMITED
CBAM 2021-15 LLC
GENT CLO 21 LIMITED
CFIPCLO 2017-1 LIMITED
GFP CLO MIS-1 LTD.
CFIP CLO 2021-1 LTD.
CHALLENGER LIFE NOMINEES FTY LIMITE D AS TRUSTEE FOR CLC GLOBAL HIGH YI ELD CREDIT TRUST
CHANG HWA COMMERCIAL BANK, LTD.
CHENANGO PARK CLO LIMITED
CHUBB BERMUDA INSURANCE LIMITED
CHUBB TEMPEST REINSURANCE LIMITED
CHUBB TEMPEST REINSURANCE LIMITED KKR
CIFC EUROPEAN FUNDING CLO I DAC
CIFC EUROPEAN FUNDING CLO II DESIGNATED ACTIVITY COMPANY
CIFC EUROPEAN FUNDING CLO III DAC
CIFC EUROPEAN FUNDING CLO IV DAC
CIFC EUROPEAN FUNDING CLO V DESIGNATED ACTIVITY COMPANY
CIPC FALCON 2020 LTD.
CIFC FUNDING 2013-1 LIMITED
CIFC FUNDING 2013-ILLIMITED
CIFC FUNDING 2013-III-R LIMITED
CIFC FUNDING 2013-IV LIMITED
GPC FENDING 2014 LIMITED
CIFC FUNDING 2014-III LIMITED
CIFC FUNDING 2014-11-R LTD.
GFC FUNDING 2014-IV-R LTD
CIFC FUNDING 2014-Y LIMITED
CIFC FUNDING 2015-1 LIMITED
CIFC FUNDING 2015-IV. LTD.
CIFC FUNDING 2016-I LIMITED
CIFC FUNDING 2017-II LIMITED
CIFC FUNDING 2017-HI LTD.
CIFC FUNDING 2017-IV LIMITED
CIFC FUNDING 2017-V LTD.
CIFC FUNDING 2018 - LTD.
CIFC FUNDING 2018-III LIMITED  CIFC FUNDING 2018-III LTD
CIFC FUNDING 2018-IN LIMITED
CIFC FUNDING 2018-V LTD.
CIFC FUNDING 2019-1 LIMITED
CIFC FUNDING 2019-II LIMITED
CIFC FUNDING 2019-III LTD
CIFC FUNDING 2019-IV LIMITED

CFC FUNDING 2019-V LTD.
CIPC FUNDING 2019-VI LTD
CIFC FUNDING 2020-1 LIMITED
CPC FUNDING 2020-II LIMITED
CIFC FUNDING 2020-III LTD
CIFC FUNDING 2020-IV, LTD
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CIFC FUNDING 2021-IL LTD
CIFC FUNDING 2021-III LIMITED
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CIFC PUNDING 2022-IV, LTD.
CIFC FUNDING 2022-V, LTD
CIFC FUNDING 2022-VI. LTD
CIFC FUNDING 2022-VII. LTD
CIFC FUNDING 2023-1 LTD.
CFC FUNDING 2023-IL LTD.
CIFC LOAN OPPORTUNITY FUND II LTD.
CIFC PALACE ROYALE WAREHOUSE III LTD.
CIRRUS FUNDING 2018-1 LIMITED
CITILOAN FUNDING GCPH TRS LLC
CITIBANK FUROPE PLC UK BRANCH
CITEANT NA
CITY OF NEW YORK GROUP TRUST
CIVIL AVIATION AUTHORITY PENSION SCHEME
CLARINDA PARK CLO DAC
CLONMORE PARK CLO DESIGNATED ACTIVITY COMPANY
COLUMBIA CENT CLO 27 LIMITED
COLUMBIA CENT CLO 28 LIMITED
COLUMBIA CENT CLO 29 LIMITED
COLUMBIA CENT CLO 30 LIMITED
COLUMBIA CENT CLO N LIMITED
COLUMBIA CENT CLO 32 LIMITED
COLUMBIA MANAGEMENT INVESTMENT ADVI SERS LLC AC COLUMBIA VARIABLE PORT
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CONTEGO CLO IX DESIGNATED ACTIVITY COMPANY
CONTEGO CLO VI DESIGNATED ACTIVITYCOMPANY
CONTEGO CLO VII DESIGNATED ACTIVITY COMPANY
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CONTEGO CLO VIII DAC
CONTEGO CLO X DESIGNATED ACTIVITY COMPANY
CONTEGO CLO XI DESIGNATED ACTIVITY COMPANY
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COOK PARK CLO LIMITED
COPPERBILL LOAN FUND I LLC
CQS BRUNEL MULTI ASSET CREDIT FUND A SUB-FUND OF CQS GLOBAL FUNDS (IRE LA
CQS US CLO 2021-1 LIMITED
CREDIT SUISSE FLOATING RATE TRUST
CREDIT SUISSE SENIOR LOAN INVESTMENT UNIT TRUST
CRESCENT CAPITAL HIGH INCOME FUND B LP
CRESCENT CAPITAL HIGH INCOME FUND LP
CRESCENT SENIOR SECURED FLOATING RATE LOAND FUND LLC
CROSTHWAITE PARK CLO DESIGNATED ACTIVITY COMPANY
CROWN CITY CLOT:
CROWN CITY CLO II
CROWN CITY CLO IV
CROWN CITY CLOY
CROWN POINT CLO 101.TD.
CROWN POINT CLO 11 LIMITED
CROWN POINT CLO 4, LTD
CROWN POINT CLOT LTD.
CROWN POINT CLO 8 LTD.
CROWN POINT CLOS LTD.
CUMULUS STATIC CLO 2023-1 DESIGNATED ACTIVITY COMPANY
CVC CORDATUS LOAN FUND IV DCA
CVC CORDATUS LOAN FUND IX DAC
CVC CORDATUS LOAN FUND V DESIGNATED ACTIVITY COMPANY
CVC CORDATUS LOAN FUND VII DAC
CVC CORDATUS LOAN FUND VIII DAC
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CVC CORDATUS LOAN FUND XXIV DAC
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CVC CORDATUS LOAN FUND XXVI DESIGNATED ACTIVITY COMPANY

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SAVIS FARK CLO DESIGNATED ACTIVITY COMPANY BERR PARK CLO DESIGNATED ACTIVITY COMPANY BERNAL CLO LIL TO  BENAL CAPITAL CLO NILLTD.  BEUTSCHE BANK AG-NEW YORK BRANCH  BEWOLF PARK CLO LIBMTED  BENALD COMPANIENT COMPANY  BENEL CLO BERT FORT FORT FORT FORT  BENEL CLO NILLTD.  BENALD COMPANIENT COMPANY  BENEL CLO BENET FORT FORT FORT  BENEL CLO BENET FORT FORT  BENEL CLO BENET FORT FORT  BENEL CLO CLO CHOLD  BENDEN 108 CLO LID.  BENDEN 108 CLO	DANSKE EUROPEAN LOAN DESIGNATED ACTIVITY COMPANY	\$616#00000000000000000000000000000000000
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	DRYDEN 57 CLO LIMITED
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	DRYDEN & CLO LTD:
	DRYDEN & CLO LTD
	DRYDEN 63 CLO LIMITED
	DRYDEN 68 CLO LTD.
	DRYDEN 70 CLO LIMITED
	DRYDEN 72 CLO LTD.
	DRYDEN 76 CLO LIMITED
	PROVIDENCE OF CHARLETS
	DRYDEN 78 CLO LTD.
	DRYDEN ROCLO LIMITED
	DRYDEN 83 CLO LIMITED
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	DRYDEN 86 CLO LTD.
	DRYDEN 87 CLO LTD.
	DRYDEN 90 CLO LIMITED
	DRYDEN 92 CLO LTD
	DRYDEN 93 CLO LTD.
	DRYDEN 94 CLO LTD.
	DRYDEN 95 CLO LTD.
	DRYDEN® CLOLID.
	DRYDEN & CLO LTD.
	DRYDEN STATIC CLOT LIMITED
	DUNEDIN PARK CLO DAC
	DUNHAM CORPORATE/GOVERNMENT BOND FUND
	DWS FLOATING RATE FUND - LOANS
	DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK
	EAF COMPLAN II PRIVATE DEBT
	EATON VANCE CLO 2013-1 LIMITED
	EATON VANCE CLO 2014-IR LIMITED
	EATON VANCE CLO 2015-1 LIMITED
	EATON VANCE CLO 2018-1 LTD
	EATON VANCE CLO 2019-1 LIMITED
	EATON VANCE CLO 2020-1 LTD.
	EATON VANCE CLO 2020-2 LIMITED
	EATON VANCE FLOATING RATE OPPORTUNITIES FUND
	EATON VANCE FLOATING RATE PORTFOLIO
	EATON VANCE FLOATING-RATE INCOME TRUST
	EATON VANCE INSTITUTIONAL SENIOR LOAN FUND
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	EATON VANCE INSTITUTIONAL SENIOR LOAN PLUS FUND EATON VANCE INTERNATIONAL (CAYMAN ISLANDS) FLOATING-RATE INCOME PORTFOLIO

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EATON VANCE SHORT DURATION DIVERSIFIED INCOME FUND	
EATON VANCE TRUST COMPANY MULTI-ASSET CREDIT FUND II	
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EATON VANCE VT FLOATING RATE INCOME FUND	
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ELDORADO TRADING LLC	
ELEVATION CLO 2013-1 LTD.	THE REPORT OF THE PROPERTY OF
ELEVATION CLO 2016-3 LIMITED	
ELEVATION CLO 2017-6 LTD	100 C-11 C-11 C-12 C-12 C-12 C-12 C-12 C-12
ELEVATION CLO 2017-8 LTD.	
ELEVATION CLO 2018-10 LTD.	
ELEVATION CLO 2018-9 LTD:	- NAMEDIAN - St. O
ELEVATION CLO 2020-11 LTD	**************************************
ELEVATION CLO 2021-12 LTD.	
ELEVATION (LO 202)-13 LTD.	
ELEVATION CLO 2021-14 LTD.	***************************************
ELEVATION CLO 2021-15 LIMITED	
ELEVATION CLO 2022-16 LIMITED	00000000000000000000000000000000000000
ELEVATION CLO 2023-17 LTD.	
ELM PARK CLO DESIGNATED ACTIVITY COMPANY.	
ELMWOOD CLO 14 LIMITED	
ELMWOOD CLO IS LIMITED	
ELMWOOD CLO 16 LTD.	Notaeratus Catatotatalei iliiki iliikkoon oo
ELMWOOD CLO 171.TD.	1000 F000
ELMWOOD CLO 18 LIMITED	
ELMWOOD CLO 1917D.	
ELMWOOD CLO 29 LTD	
ELMWOOD CLO 21 LTD.	
ELMWOOD CLO 22 LIMITED	
ELMWOOD CLO 23 LTD.	
ELMWOOD GLOTLID.	
EIMWOOD CLO II LIMITED	anne aleiú a samuno mano.
ELMWOOD CLO III LIMITED	
ELMWOOD CLO IV LIMITED	
ELMWOOD CLO IV LTD	
ELAWOOD CLO IX LIMITED	
ELAWOOD CLO V LIMITED	ididdianaan ras rasida, ee ee ee madiid dis rasidda
ELMWOOD CLO VILTD.	
ELMWOOD CLO VII LTD.	
ELMWOOD CLO VIII LTD.	
ELMWOOD CLO X LIMITED	
ELMWOOD CLO XII LTD.	

ELMWOOD MASTER SPV ASPENLIMITED

FLMWOOD MASTER SPV FIR LTD.

ELYSIUMLIMITED

EMPOWER CLO 2022-1 LTD.

EMPOWER CLO 2023-1 LTD.

EMPOWER CLO 2023-2

EMPOWER CLO 2023-3

EMPOWER MULTI-SECTOR BOND FUND

ENDURANCE ASSURANCE CORPORATION

ENDURANCE ASSURANCE CORPORATION

ENDURANCE SPECIALTY INSURANCE LIMITED

ERIE INDEMNITY COMPANY

ERIE INSURANCE EXCHANGE

ERSTE GROUP BANK AG

HURO GALAXY VI CLO DESIGNATED ACTIVITY COMPANY

FURO CLO94-SOUND POINT FURO CLO IVITANDING DAC

EUROCREDIT INVESTMENT FUND I PLC

EURO-GALAXY III CLO DAC

EURO-GALAXY IV CLO DAC

EURO-GALAXY V CLO DAC

EURO-GALAXY VII CLO DESIGNATED ACTIVITY COMPANY

EUROPEAN LOAN FUND SV SARL

EUROPEAN SENIOR SECURED SARL

FAIR OAKS LOAN FUNDING LDESIGNATED ACTIVITY COMPANY

FAIR OAKS LOAN FUNDING II DESIGNATED ACTIVITY COMPANY

FAIR OAKS LOAN FUNDING III DESIGNATED ACTIVITY COMPANY

FAIR OAKS LOAN FUNDING IV DESIGNATED ACTIVITY COMPANY.

FCP SOGECAP DIVERSIFIED LOANS FUNDS

FOF IV LIMITED

FOF V LIMITED

FERMT-FRANKLIN FLOATING RATE INCOME FUND

FID LOANS I (IRELAND) LIMITED

FIDANTE PARTNERS LIMITED AS TRUSTEE OF ARES GLOBAL CREDIT INCOME FUND.

FIDELITY ADVISOR SERIES I: FIDELITY ADVISOR FLOATING RATE HIGH INCOMEFUND

FIDELITY CENTRAL INVESTMENT PORTFOL IOS LLC FIDELITY PLOATING RATE CENT RAL. FUND

FIDELITY GRAND HARBOUR CLO 2019-1 DESIGNATED ACTIVITY COMPANY

FIDELITY GRAND HARBOUR CLO 2021-1 DESIGNATED ACTIVITY COMPANY

FIDELITY GRAND HARBOUR CLO 2022-L DESIGNATED ACTIVITY COMPANY

FIDELITY INCOME FUND FIDELITY TOTAL BOND FUND

FIDELITY MANAGEMENT & RESEARCH COMP ANY A/C FIAM FLOATING RATE HIGH INCOME COMMINGLED POOL

FIDELITY MANAGEMENT & RESEARCH COMP ANY A/C FIDELITY FLOATING RATE HIGH INCOME FUND

FIDELITY MANAGEMENT & RESEARCH COMP ANY A/C FIDELITY FLOATING RATE HIGH INCOME MULTI-ASSET BASE FUND

FIDELITY MANAGEMENT & RESEARCH COMPANY ARC FRAM LEVERAGED LOAN, LP

FIDELITY MERRIMACK STREET TRUST FIDELITY TOTAL BOND ETF

FIDELITY QUALIFYING INVESTOR FUNDSPLC FIDELITY SALEM STREET TRUST-FIDELITY SALTOTAL BOND FUND FIDELITY SUMMER STREET TRUST-FIDELITY SERIES FLOATING RATE HIGH INCOME FUND FILLMORE PARK CLOTED. FINANTIA UK FIRST AMERICAN TITLE INSURANCE COMPANY-(3048) FIRST EAGLE BANK LOAN SELECT MASTER FUND FIRST EXCLE BSL CLO 2019-1 LTD. FIVE ARROWS UMBRELLA CREDIT INVESTMENTS SARL - COMPARTMENT EUROPEAN LO AN FUND HOLDINGS FLATIRON GLO 17 LTD FLATIKON CLO 18 LIMITED FEATIRON CLO 191/ID FLATIRON CLO 20 LTD. FLATIRON CLO 21 LTD. FLATIRON CLO 23 LLC FLATIRON CLO 24 LTD. FLATIRON CLO 25 LTD FLATIRON RR CLO 22 LLC FONDS DE FORMATION DES SALARIES DEL'INDUSTRIE DE LA CONSTRUCTION DU QUEBEC FORT WASHINGTON CLO 2019-1 LTD. FORT WASHINGTON CLO 2021-2 LIMITED FORTRESS GREDITERS LIXELIMITED FORTRESS CREDIT BSL VILIMITED FORTRESS CREDIT BSL VILLIMITED FORTRESS CREDIT BSL VIII LIMITED FORTRESS CREDIT BSL X LIMITED FORTRESS CREDIT BSL XI LIMITED FORTRESS CREDIT BSL XII LIMITED FORTRESS CREDIT BSL XIII LIMITED FORTRESS CREDIT BSL XIV LIMITED FORTRESS CREDIT BSL XIX LIMITED FORTRESS CREDIT HSL XV LIMITED FORTRESS CREDIT BSL XVII LIMITED FORTRESS CREDIT BSL XVIII LIMITED FORTRESS CREDIT EUROPE BSL 202X-1 DAC FOUR POINTS MULTI-STRATEGY MASTER FUNDING FRANKLIN FLOATING RATE MASTER TRUST-FRANKLIN FLOATING RATE MASTER SERIES FRANKLIN INVESTORS SECURITIES TRUST FRANKLIN FLOATING RATE DAILY ACCESS FUND FRANKLIN LIMITED DURATION INCOME TRUST FRANKLIN PARK PLACE CLOT FRANKLIN TEMPLETON ETF TRUST - FRANKLIN LIBERTY SENIOR LOAN ETF FYRKAT DESIGNATED ACTIVITY COMPANY GHSP III LLC

GJBD III LLC GLTP III LLC

GALAXY 31 CLO LTD.  GALAXY 32 CLO, LTD  GALAXY XIX CLO LIMITED  GALAXY XV CLO LIMITED  GALAXY XX CLO LIMITED	
GALAXY XIX CLO LIMITED  GALAXY XV CLO LIMITED	
GALAXY XV CLO LIMITED	
GALAXYXX CLO LIMITED	**
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GALAXY XXI CLO LIMITED	2000 CO
GALAXY XXII CLO LID:	***
GALAXY XXIV CLO LIMITED	***
GALAXY XXV CLO LIMITED	*
GAŁAXY XXVI CLO LIMITED	1
GALAXY XXVII CLO LTD.	=
GALAXY XXVIII CLO LTD.	<b>M</b>
GALAXY XXX CLO IMITED	- Common Sign
GCP CLO WAREIKUSE BARC 2021-2 LTD	At Aller
GCRED HOLDINGS LLC	***
GENERAL ELECTRIC PENSION TRUST	
GENERATE CLO 10 LTD.	*
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I GENERATE CLOTH LIMITED	4
GENERATE CLO 12 LTD.	ece
GENERATE CLO 13 LTD	
GENERATE CLO 2 LTD.	
PROGRAMMENT PROGRAMMENT	
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GENERATE CLOSLTD.	
PERSONAL PROPERTY OF STATE OF	
GENERATE CLO 7 LTD	
GENERATE CLO & LIMITED	
GENERATE CLOSLID	al .
GILBERT PARK CLO LIMITED	
GIM INVESTMENT TRUST - US HIGH YIELD BOND AND LOAN FUND	
GIM SPECIALIST INVESTMENT FUNDS - GIM MULTI SECTOR CREDIT FUND	
GIM TRUST 2-SENIOR SECURED LOAN FUND	
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GLENBROOK PARK CLO DESIGNATED ACTIVITY COMPANY	
GLM BAWII LIMITED	
GOLDENTREE LOAN MANAGEMENT EUR CLOI DESIGNATED ACTIVITY COMPANY	
GOLDENTREE LOAN MANAGEMENT EUR CLOZ DAC	
GOLDENTREE LOAN MANAGEMENT EUR CLO3 DESIGNATED ACTIVITY COMPANY	
GOLDENTREE LOAN MANAGEMENT EUR CLO4 DAC	
GOLDENTREE LOAN MANAGEMENT EUR CLOS DAC	
GOLDENTREE LOAN MANAGEMENT EUR CLO6 DESIGNATED ACTIVITY COMPANY	
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	GOLDENTREE LOAN MANAGEMENT US CLO 7 LIMITED	
	GOLDENTREE LOAN MANAGEMENT US CLO 8 LIMITED	
	GOLDENTREE LOAN MANAGEMENT US CLO 9 LTD.	
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	GOLUB CAPITAL PARNTERS CLO 37(B) LTD.	
	GOLUB CAPITAL PARTNERS CLO 19(B)-R2, LTD.	
	GOLUB CAPITAL PARTNERS CLO 22(B)-RLTD	
	GOLUB CAPITAL PARTNERS CLO 23(B)-RLIMITED	
	GOLUB CAPITAL PARTNERS CLO 26(B)-RLTD	
	GOLUB CAPITAL PARTNERS CLO 35(B) LTD.	
	GOLUB CAPITAL PARTNERS CLO 40(B) LIMITED	
	GOLUB CAPITAL PARTNERS CLO 41(B)-R, LTD.	
	GOLUB CAPITAL PARTNERS CLO 41(B) LTD:	
	GOLUB CAPITAL PARTNERS CLO 48(B) LTD	
	GOLUB CAPITAL PARTNERS CLO 50(B)-R, ETD.	
	GOLUB CAPITAL PARTNERS CLO 52(B), LTD.	
	GOLUB CAPITAL PARTNERS CLO 53(B), LTD.	
	GOLUB CAPITAL PARTNERS CLO 55(B), LTD.	
	GOLUB CAPITAL PARTNERS CLO 58(B) LTD	
	GOLUB CAPITAL PARTNERS CLO 60(B), LTD	
	GOLUB CAPITAL PARTNERS CLO 62(B), LTD	
	GOLUB CAPITAL PARTNERS CLO 64(B), LTD.	
	GOLUB CAPITAL PARTNERS CLO 66(B), LTD:	
	GOLUB CAPITAL PARTNERS CLO 88(B), LTD.	
	GRANITEVIEW FUNDING III LTD.	
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GUGGENHEIM LOAN MASTER FUND LIMITED	
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HALCYON LOAN ADVISORS FUNDING 2018-2 LTD.	
HALSEYPOINT CLO 3 LTD	
HALSEYPOINT CLO 4 LTD	
HALSEYPOINT CLO 5 LIMITED	
HALSEYPOINT CLO 6 LTD.	
HALSEYPOINT CLO 7 LIMITED	
HALSEYPOINT CLO I LTD.	
HAMBURG COMMERCIAL BANK AG-LUXEMBOURG BRANCH	•
HANNOVER RUCK SE	
HARBOR PARK CLO LIMITED	
HARBOURVIEW CLO VII-R LTD.	
HARRIMAN PARK CEO, LTD.	
HARVEST CLO IX DESIGNATED ACTIVITY COMPANY	
HARVEST CLO VIII DAC	
HARVEST CLO XI DESIGNATED ACTIVITYCOMPANY	ĺ
HARVEST CLO XII DAC	
HARVEST CLO XIX DESIGNATED ACTIVITY COMPANY	
HARVEST CLO XV DAC	
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HARVEST CLO XXVI DESIGNATED ACTIVITY COMPANY
HARVEST CLO XXVII DESIGNATED ACTIVITY COMPANY
HARVEST CLO XXVIII DESIGNATED ACTIVITY COMPANY
HARVEST CLO XXX DESIGNATED ACTIVITY COMPANY
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HARVEST US CLO 2023-1 LTD
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HAYFIN FMERALD CLOX DAC
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HEALTH CARE SERVICE CORPORATION A MUTUAL LEGAL RESERVE COMPANY
HEALTH NET COMMUNITY SOLUTIONS INC
HEALTH NET OF CALIFORNIA INCORPORATED
HIGH VIELD & BANK LOAN SERIES TRUST
HIGHWARK INC
HOLLAND PARK CLO DESIGNATED ACTIVITY COMPANY
HPS LOAN MANAGEMENT 10-2016 LIMITED
HPS LOAN MANAGEMENT 12-2018 LTD.
HPS LOAN MANAGEMENT 13-2018 LIMITED
HPS LOAN MANAGEMENT 14-2019 LIMITED
HPS LOAN MANAGEMENT 15-2019 LTD
HPS LOAN MANAGEMENT 2021-16 LTD.
IBPS LOAN MANAGEMENT 2022-47 LTD
HPS LOAN MANAGEMENT 2023-17, LTD.
HPS LOAN MANAGEMENT 2023-18 LTD.
HPS LOAN MANAGEMENT 3-2015 LIMITED
HPS LOAN MANAGEMENT 8-2016 LTD
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NEW YORK STATE INSURANCE FUND
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YOYA CLO 2022-4, LTD	
VOYA CREDIT INCOME FUND	
VOYA EURO CLO I DESIGNATED ACTIVITY COMPANY	
VOYA EURO CLO II DESIGNATED ACTIVITY COMPANY	
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VOYA EURO CLO IV DESIGNATED ACTIVITY COMPANY	
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VOYA EURO CLO VI DESIGNATED ACTIVITY COMPANY	
VOYA FLOATING RATE FUND	
VOYA INVESTMENT TRUST COMPANY - SENIOR LOAN COMMON TRUST FUND	
VOYA INVESTMENT TRUST COMPANY - VOYA SENIOR LOAN TRUST FUND	
VOYA STRATEGIC INCOME OPPORTUNITIES FUND	
VVIT: VIRTUS NEWFLEET MULTI-SECTORINTERMEDIATE BOND SERIES	
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WARWICK CAPITAL CLO2 LIMITED	
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WATAUGA RIVER TRADING LLC	
WEBSTER PARK CLO LTD.	
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WELLFLEET CLO 2017-3 LIMITED	
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