

MR01

Particulars of a charge

17 03 81 / 13
IRIS Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

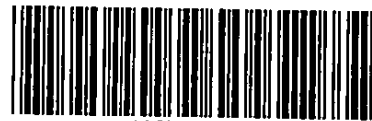
✗ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form
scanned and placed on the public record



A2IAK27M

A34

04/10/2013

#127

COMPANIES HOUSE

1

Company details

Company number 0 6 9 8 1 8 9 7

Company name in full INEOS CHEMICALS GRANGEMOUTH LIMITED

For official use

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

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 0 1 / 1 0 / 2 0 1 3

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name INEOS HOLDINGS LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

FIXED AND FLOATING CHARGE OVER THE UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE, INCLUDING GOODWILL, BOOK DEBTS, UNCALLED CAPITAL, BUILDINGS, FIXTURES, FIXED PLANT & MACHINERY

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Staufiter and Neeg* X
(Solicitors for the company)

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Meherzad Bilimoria**

Company name **Slaughter and May**

Address **One Bunhill Row**

Post town **London**

County/Region

Postcode **E C 1 Y 8 Y Y**

Country **UK**

DX

Telephone **020 7090 4381**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

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

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

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



Further information

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

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6981897

Charge code. 0698 1897 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st October 2013 and created by INEOS CHEMICALS GRANGEMOUTH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th October 2013

Given at Companies House, Cardiff on 8th October 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

10

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this is a true copy

EXECUTION VERSION

Dated 1 October 2013

Slaughter and May
3 October 2013

INEOS CHEMICALS GRANGEMOUTH LIMITED

INEOS COMMERCIAL SERVICES UK LIMITED

as Charging Companies

- and -

INEOS HOLDINGS LIMITED

as Lender

DEBENTURE

Slaughter and May
One Bunhill Row
London EC1Y 8YY
(CWHK/MAYB/RVN)

517544265

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THIS DEED is dated 1 October 2013

BETWEEN

- (1) **INEOS CHEMICALS GRANGEMOUTH LIMITED** a company incorporated under the laws of England and Wales with company number 06981897 ("**ICGL**"),
- (2) **INEOS COMMERCIAL SERVICES UK LIMITED** a company incorporated under the laws of England and Wales with company number 07445497 ("**ICSUKL**" and together with ICGL being the "**Charging Companies**"); and
- (3) **INEOS HOLDINGS LIMITED** a company incorporated under the laws of England and Wales with company number 04215887 (the "**Lender**").

WHEREAS

In accordance with clause 4 1(a) (*Initial Conditions Precedent*) of the Facility Agreement, the Charging Companies are entering into this Deed to provide Transaction Security in respect of the indebtedness (each such term as defined below).

THE PARTIES TO THIS DEED AGREE as follows

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed

"Accession Letter"	means a document substantially in the form set out in Schedule 2 to the Facility Agreement,
"Account Bank"	means any bank or financial institution with which any Charging Company maintains a bank account in England and Wales,
"Additional Grangemouth Company"	means any company other than the Charging Companies which has the same Ultimate Parent as ICSUKL and carries on the business of procuring and supplying raw materials (including hydrocarbons and non-hydrocarbon chemicals feedstocks) and packaging materials to ICGL for the purposes of processing the products manufactured by ICGL at its petrochemicals manufacturing facilities located at the Grangemouth site using the ICSUKL's or the additional company's technology and the onward sale of

	such products into the relevant markets
"Additional Guarantor"	means any entity that becomes a Guarantor in accordance with Clause 18.2 (<i>Additional Guarantors</i>) of the Facility Agreement,
"Administrator"	means an administrator appointed under schedule B1 of the Insolvency Act 1986,
"Assigned Agreements"	the Insurances and the Assigned Intercompany Loan Agreements,
"Assigned Intercompany Loan Agreements"	means <ul style="list-style-type: none"> (a) any other loan entered into or to be entered into by the Charging Company with any other Group Company from time to time, and (b) any loan pursuant to which the proceeds borrowed under the Facility Agreement will be advanced to an Additional Grangemouth Company,
"Book Debts"	means all book and other debts and monetary claims;
"BP Creditors"	has the meaning given to that term in the Intercreditor Deed;
"Business Day"	means a day (other than a Saturday or Sunday) on which banks are open for general business in London and Geneva and <ul style="list-style-type: none"> (a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country or that currency, or (b) (in relation to any date for payment or purchase of euro) any TARGET Day,
"Charged Account"	means any account which any Charging Company has, or has any interest in, with any person and includes any replacement, substitute or additional account from time to time,

"Charged Contract"	shall mean any instrument or agreement that is charged under Clause 3 1(a)(ii)(k) (<i>Fixed charges</i>),
"Charged Property"	means the assets mortgaged, charged or assigned to the Lender by this Deed,
"Control"	means, in relation to a body corporate, the ability of a person to ensure that the activities and business of that body corporate are conducted in accordance with the wishes of that person, and a person shall be deemed to have Control of a body corporate if that person possesses or is entitled to acquire the majority of the issued share capital or the voting rights in that body corporate or the right to receive the majority of the income of that body corporate on any distribution by it of all of its income or the majority of its assets on a winding up, and "Controls" and "Controlled" shall be construed accordingly,
"Credit Support Deed"	means the credit support deed between BP International Limited, INEOS Holdings Limited and others dated 24 August 2005 (as amended, amended and restated or supplemented from time to time),
"Declared Default"	means an Event of Default which is continuing and in respect of which the Lender has given notice of intention to enforce;
"Delegate"	means any delegate, sub-delegate, agent, attorney or co-trustee appointed, directly or indirectly, pursuant to Clause 18 (<i>Delegation</i>),
"Dispute"	has the meaning given to it in Clause 25 2(b) (<i>Submission to jurisdiction</i>),
"Distribution Rights"	means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference,

	option or otherwise),
"Event of Default"	means any event or circumstance specified as such in the Facility Agreement,
"Excluded Assets"	means (i) the BP Receivables subject to a first ranking Security Interest for the benefit of the BP Creditors granted in accordance with clause 20 (<i>BP Receivables</i>) of the Intercreditor Deed and (ii) any Underlying Agreement subject to a first ranking Security Interest for the benefit of the BP Creditors granted in accordance with clause 20 (<i>BP Receivables</i>) of the Intercreditor Deed,
"Excluded Contract"	has the meaning given to it in Clause 3.10(b) (<i>Contracts Containing Prohibition on Charging</i>);
"Excluded Intellectual Property Right"	has the meaning given to it in Clause 3.9(a) (<i>Intellectual Property Rights restricting charging</i>),
"Excluded Property"	has the meaning given to it in Clause 3.8(a) (<i>Leasehold interests containing prohibition on charging</i>),
"Excluded Underlying Agreement"	means any agreement over which a Security Interest has been granted pursuant to a Security Assignment but only if and to the extent that the grant of a Security Interest under this Deed would be prohibited by or cause the Charging Company to be in breach of any representation under or term of such Security Assignment,
"Facility Agreement"	means the revolving credit facility agreement dated on or about the date of this deed and made between, amongst others, ICSUKL, as borrower, ICGL as guarantor and the Lender as lender (as amended, restated, refinanced, replaced, supplemented and/or waived from time to time),
"Finance Documents"	means the Facility Agreement, any Security Document, any Accession Letter, any Utilisation Request and any other document designated as a "Finance Document" by

	ICSUKL and the Lender;
"Floating Charge Asset"	means an asset charged under Clause 3 2 (<i>Floating charge</i>);
"Group"	means the Charging Companies and their Subsidiaries from time to time and "Group Company" and "member of the Group" means any of them,
"Guarantor"	means ICGL or any Additional Guarantor;
"Indebtedness"	means all money or liabilities due, owing or incurred to the Lender by any Charging Company or any other Group Company or any other grantor of Transaction Security under any Finance Document (including, without limitation, under any amendments, supplements or restatements of any Finance Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities (in each case, to the extent permitted under the Finance Documents)) at present or in the future, in any manner whether actual or contingent, matured or unmatured, liquidated or unliquidated, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon (both before and after judgment) and including all liabilities in connection with any notes, bills or other instruments accepted by the Lender for or at the request of a Group Company, and all losses incurred by the Lender in connection with any Finance Document (including, without limitation, under any amendments, supplements or restatements of any Finance Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities (in each case, to the extent permitted under the Finance Documents)),
"Insurances"	means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, the Charging Company or in which it is otherwise interested,

but excluding any third party liability or public liability insurance and any directors and officers insurance,

"Intellectual Property"

means the Intellectual Property Rights owned or used any the Charging Company throughout the world or the interests of any Charging Company in any of those Intellectual Property Rights, together with the benefit of all agreements entered into or the benefit of which is enjoyed by any Charging Company relating to the use or exploitation of any of those Intellectual Property Rights,

"Intellectual Property Rights"

means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with any such registrations and applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world,

"Intercreditor Deed"

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

"Investment"

means any negotiable instrument, certificate of deposit, debenture, share or other investment (as defined in part II of Schedule 2 to the Financial Services and Markets Act 2000 as at the date of this Deed) owned (now or in the future) by any Charging Company or held by any security agent, finance party, depositary, custodian, nominee, fiduciary, investment manager or clearing system on its behalf

	(including, unless the context otherwise requires, the Subsidiary Shares),
"Non-signatories"	has the meaning given to it in Clause 24.4 (<i>Failure to execute</i>),
"Obligor"	means ICSUKL, IGCL or an Additional Guarantor,
"Premises"	means all freehold and leasehold property from time to time owned by any Charging Company or in which any Charging Company is otherwise interested,
"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;
"Regulations"	has the meaning given to it in Clause 10.8(b) (<i>Appropriations</i>),
"Relevant Account"	means a Charged Account (including without limitation the accounts listed in Schedule 5 (<i>Details of Relevant Accounts</i>)), or any account which is designated as such by the Lender and ICSUKL,
"Scots Law Security Documents"	means the Scots law Standard Security dated on or around the date of the Facility Agreement between ICGL as charging company and the Lender as lender,
"Security Assignment"	means (i) the security assignment dated 1 June 2011 between ICSUKL and BP International Limited as security trustee and (ii) any other security assignment entered into by a Charging Company with BP International Limited as security trustee from time to time,
"Security Documents"	means <ul style="list-style-type: none"> (a) this Deed, (b) the Scots Law Security Documents, (c) any document required to be delivered

by any Obligor to the Lender pursuant to the documents listed in (a) or (b) above, and

- (d) any other document entered into by any Obligor creating or expressed to create any Security Interest over all or any part of its assets in respect of the obligations of the Obligors under any of the Finance Documents,

"Security Interest"

means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Subsidiary Shares"

means all shares owned (now or in the future) by any Charging Company in its Subsidiaries, including any specified in Schedule 2 (*Subsidiary Shares*),

"TARGET"

means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system,

"TARGET Day"

means any day on which TARGET is open for the settlement of payments in euro,

"Tax"

means all present and future income and other taxes, levies, assessments, imposts, deductions, charges, duties, compulsory loans and withholdings on account of tax (wherever imposed) and any charges in the nature of taxation together with interest thereon and penalties and fines in relation thereto, if any, and any payments made on or in relation thereof and **"Taxation"** and **"Taxes"** shall be construed accordingly,

"Transaction Security"

means the Security Interests created or expressed to be created in favour of the Lender pursuant to the Security Documents,

"Ultimate Parent"

in relation to a company means the person (if any) which is not itself subject to Control but which has Control of that company, either directly or through a chain of persons each of which has control over the next person in the

chain,

"Underlying Agreement"

has the meaning given to that term in the Credit Support Deed but does not include any Excluded Underlying Agreement,

"Utilisation Request"

means a notice substantially in the form set out in Schedule 1 to the Facility Agreement, and

"VAT"

means value added tax as provided for in the Value Added Tax Act 1994 and any other Tax of a similar nature

1.2 Construction

In this Deed, unless a contrary intention appears, a reference to

- (a) an **"agreement"** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an **"amendment"** includes any amendment, supplement, variation, novation, modification, replacement or restatement and "amend", "amending" and "amended" shall be construed accordingly,
- (c) **"assets"** includes property, business, undertaking and rights of every kind, present, future and contingent (including uncalled share capital) and every kind of interest in an asset,
- (d) a **"consent"** includes an authorisation, approval, exemption, licence, order, permission or waiver,
- (e) **"including"** means including without limitation and "includes" and "included" shall be construed accordingly;
- (f) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and "loss" shall be construed accordingly;
- (g) a **"person"** includes any person, individual, firm, company, corporation, government, state or agency of a state or any undertaking (within the meaning of section 1161(1) of the Companies Act 2006) or other association (whether or not having separate legal personality) or any two or more of the foregoing;
- (h) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law compliance with which is customary by a relevant class or category of persons) of any governmental

body, agency, department or regulatory, self-regulatory or other authority or organisation,

- (i) the "**winding-up**" of any person includes its dissolution and/or termination and/or any equivalent or analogous proceedings under the law of any jurisdiction in which that person is incorporated;
- (j) unless the context otherwise requires or unless otherwise defined in this Deed, words and expressions defined in the Facility Agreement have the same meanings when used in this Deed;
- (k) the terms of the documents under which the Indebtedness arises and of any side letters between any Charging Company and the Lender relating to the Indebtedness are incorporated in this Deed to the extent required for any purported disposition of the Charged Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989; and
- (l) if the Facility Agreement is terminated or cancelled or is for any other reason invalid, illegal or otherwise unenforceable, then the reference in this Deed to words and expressions being as defined in the Facility Agreement is to those words and expressions as defined immediately prior to such events.

1.3 Other references

In this Deed, unless a contrary intention appears

- (a) a reference to any person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors and permitted assignees or transferees,
- (b) references to Clauses and Schedules are references to, respectively, clauses of and schedules to this Deed and references to this Deed include its Schedules,
- (c) a reference to (or to any specified provision of) any agreement or document is to be construed as a reference to that agreement or document (or that provision) as it may be amended from time to time, but excluding for this purpose any amendment which is contrary to any provision of any Secured Document;
- (d) a reference to a statute, statutory instrument or accounting standard or any provision thereof is to be construed as a reference to that statute, statutory instrument or accounting standard or such provision thereof, as it may be amended or re-enacted from time to time,
- (e) the index to and the headings in this Deed are inserted for convenience only and are to be ignored in construing this Deed; and
- (f) words importing the plural shall include the singular and vice versa

2. COVENANT TO PAY

The Charging Company as primary obligor covenants with the Lender that it will on demand pay or discharge the Indebtedness when it falls due for payment

3. CHARGING CLAUSE

3.1 Fixed charges

- (a) Each Charging Company, as security for the payment of the Indebtedness, charges in favour of the Lender with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest
 - (i) by way of first legal mortgage all freehold and leasehold property (including the property specified in Schedule 1 (*Details of Properties*)) together with all buildings and fixtures (including trade fixtures) on that property;
 - (ii) by way of first fixed charge
 - (a) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,
 - (b) all other interests (not charged under Clause 3.1(a)(i) (*Fixed charges*)) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
 - (c) all plant, machinery, vehicles, computers, office, goods, personal chattels and all other equipment and the benefit of all contracts, licences and warranties relating thereto,
 - (d) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts;
 - (e) all monies standing to the credit of its accounts with any bank, financial institution or other person;
 - (f) all its Intellectual Property Rights (including those set out at Schedule 4 (*Intellectual Property Rights*)),
 - (g) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
 - (h) its goodwill and uncalled capital,

- (i) if not effectively assigned by Clause 3 3 (*Security assignment*), all its rights and interests in (and claims under) the Assigned Agreements, including without limitation, all its rights and interests in (and claims and remedies under) the Assigned Agreements to the extent not at any time otherwise effectively assigned under Clause 3 3(a) (*Security assignment*),
- (j) any interest, claim or right in each case in respect of a return of surplus assets which it has now or subsequently in respect of any pension fund or plan,
- (k) all its rights (including, without limitation, the right to receive compensation) now or subsequently (not charged under Clauses 3 1(a)(ii)(a) (*Fixed charges*) to 3 1(a)(ii)(j) (*Fixed charges*) inclusive or effectively assigned by Clause 3 3 (*Security assignment*) in respect of (a) joint venture, partnership, distributorship, building or development or similar agreements to which it is a party, (b) any warranty, bond, guarantee, indemnity, Security Interest or letter of credit issued in its favour, and (c) any bill of exchange or any other negotiable instrument held by it, and
- (l) all the Underlying Agreements

3.2 Floating charge

As further security for the payment of the Indebtedness, each Charging Company charges with full title guarantee in favour of the Lender by way of first floating charge all its present and future assets not otherwise effectively mortgaged by way of first legal mortgage under Clause 3 1(a)(i) (*Fixed charges*), charged by way of first fixed charge under Clause 3 1(a)(ii) (*Fixed charges*) or assigned under Clause 3 3 (*Security assignment*) including any assets comprised within a charge which is reconverted under Clause 3 5(c) (*Automatic conversion of floating charge*), heritable property and all other assets in Scotland

The floating charge created by each Charging Company shall

- (i) except as otherwise agreed in writing by the Lender, rank in priority to any other Security Interest created by a Receiver appointed under this Deed; and
- (ii) be a qualifying floating charge for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986

3.3 Security assignment

- (a) As further security for the payment of the Indebtedness, each Charging Company assigns absolutely (subject to the right to reassignment on redemption pursuant to Clause 24 6 (*Covenant to Release*)) to the Lender all its

rights, title and interest in the Assigned Agreements, together with the benefit of all its rights, claims and remedies in respect of such Assigned Agreements

- (b) Until the occurrence of a Declared Default, but subject to Clause 8.7 (*Assigned agreements*), each Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements

3.4 Conversion of floating charge

If

- (a) a Declared Default has occurred, or
- (b) the Lender is, acting reasonably, of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Lender may, by notice to the relevant Charging Company, (provided that, in respect of any conversion of the floating charge under paragraph (b) above, the Lender may only specify the Floating Charge Asset in question or the group of assets into which that Floating Charge Asset falls) convert the floating charge created under this Deed into a fixed charge as regards those assets which it specifies in the notice. The relevant Charging Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Lender requires.

3.5 Automatic conversion of floating charge

- (a) Notwithstanding any other provision of this Deed (and without prejudice to the circumstances in which the floating charge created under Clause 3.2 (*Floating charge*) will crystallise under general law but subject to Clause 3.5(b) below)
 - (i) if any Charging Company creates (or purports to create) any Security Interest (except as permitted by the Facility Agreement or with the prior consent of the Lender) on or over any Floating Charge Asset,
 - (ii) if any third party levies or attempts to levy any distress, attachment, expropriation, sequestration, execution or other legal process against any Floating Charge Asset,
 - (iii) a resolution is passed or a petition is presented for the winding-up or administration in relation to any Charging Company which is not discharged within 14 days (in the case of a winding-up petition) or 5 days (in the case of a petition for an administration order) or in any event before such petition is heard or a resolution is passed for a creditors' voluntary winding-up or a creditors' voluntary winding-up is commenced, or
 - (iv) an Administrator or Receiver is appointed in respect of any Charging Company or the Lender receives notice of an intention to appoint an

Administrator pursuant to paragraphs 15 or 26 of schedule B1 of the Insolvency Act 1986 in respect of the Charging Company,

the floating charge created under this Deed will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset

- (b) No floating charge created by Clause 3.2 (*Floating charge*) may be converted into a fixed charge or otherwise crystallise solely by reason of

- (i) the obtaining of a moratorium by the Charging Company;
- (ii) anything done with a view to obtaining a moratorium,

under section 1A and schedule A1 of the Insolvency Act 1986 as inserted by the Insolvency Act 2000 section 1, schedule 1, paragraphs 1 and 2

- (c) Any charge which has crystallised under Clause 3.4 (*Conversion of floating charge*) or Clause 3.5(a) above may be reconverted into a floating charge by notice given at any time by the Lender to the Charging Company concerned in relation to the assets specified in such notice

3.6 Fixed and floating security

If for any reason any Security Interest in respect of any asset created or purported to be created pursuant to this Clause 3 (*Charging Clause*) as a fixed charge or assignment, does not, or ceases to, take effect as a fixed charge or assignment, then it shall take effect as a first floating charge in respect of such asset. However it is the intent of the parties that the Security Interests over other Charged Property shall remain unaffected

3.7 Excluded Assets

There shall be excluded from the fixed charge created by Clause 3.1 (*Fixed charges*), any assets that are Excluded Assets

3.8 Leasehold interests containing prohibition on charging

- (a) Until the relevant consent has been obtained, there shall be excluded from the mortgage and charge created by Clause 3.1 (*Fixed charges*) (and from the operation of the further assurance provisions set out in Clause 5 (*Further Assurance*)) any leasehold property held by any Charging Company under a lease the terms of which either preclude absolutely such Charging Company from creating any charge over its leasehold interest in such property or require the consent of any third party prior to the creation of such charge and such consent shall not have been previously obtained (each an "Excluded Property")
- (b) With regard to each Excluded Property, each relevant Charging Company undertakes to make application for the consent of the relevant third party to the

creation of the charge contained in Clause 3 1 (*Fixed charges*) (or to be created pursuant to Clause 5 (*Further Assurance*)) within twenty Business Days of the date of this Deed or, if later, the date of entry into such lease, and to use all reasonable endeavours to obtain such consent as soon as possible and to keep the Lender or its solicitors regularly informed of the progress of its negotiations with such third parties

- (c) Forthwith, upon receipt of the relevant third party's consent as aforesaid, the relevant Excluded Property shall thereupon stand charged to the Lender pursuant to the terms of Clause 3 1 (*Fixed charges*) above. If required by the Lender at any time following receipt of such consent the relevant Charging Company will execute a valid legal mortgage in such form as the Lender shall reasonably require and comply with the registration requirements set out in Clause 5 2 (*Land Registry*) and the requirements as to title deeds set out in Clause 8 5 (*Title documents*)

3.9 Intellectual Property Rights restricting charging

- (a) There shall be excluded from the charge created by Clause 3 1 (*Fixed charges*) and from the operation of Clause 5 (*Further Assurance*) any Intellectual Property Right in which any Charging Company has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) such Charging Company from creating any charge over its interest in that Intellectual Property (each an "**Excluded Intellectual Property Right**") until the relevant condition or waiver has been satisfied or obtained
- (b) For each Excluded Intellectual Property Right, each Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this Deed or, if later, the date of acquisition of such Excluded Intellectual Property Right and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Lender informed of the progress of its negotiations or, in any other case, to use all reasonable endeavours to obtain such consent as soon as possible
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property Right shall stand charged to the Lender under Clause 3 1 (*Fixed charges*). At any time following receipt of that waiver or consent the Charging Company will, if required by the Lender, forthwith execute a valid fixed charge or legal assignment in such form as the Lender shall require.

3.10 Contracts Containing Prohibition on Charging

- (a) There shall be excluded from the charge created by Clause 3 1 (*Fixed charges*) and from the operation of Clause 5 (*Further Assurance*), any Charged Contract in which any Charging Company has an interest under any such agreement or

other instrument which either precludes absolutely or unconditionally (including requiring the consent of any third party) such Charging Company from creating any charge over its interest charging in that Charged Contract (each an "Excluded Contract") until the relevant condition or waiver has been satisfied or obtained

- (b) For each Excluded Contract, each Charging Company undertakes to use reasonable endeavours to promptly obtain the consent of the relevant third party for such rights to be charged under this Deed as soon as possible and to keep the Lender informed of the progress of its negotiations
- (c) Forthwith, upon receipt of the relevant third party's waiver or consent as aforesaid, the relevant Excluded Contract shall thereupon be charged to the Lender pursuant to the terms of Clause 3.1 (*Fixed charges*) above. If required by the Lender at any time following receipt of such waiver or consent the relevant Charging Company will execute a valid fixed charge or legal assignment in such form as the Lender shall reasonably require

3.11 Exceptions to the Security

The security created pursuant to this Clause 3 (*Charging Clause*) shall not extend to any asset situated outside England and Wales to the extent that, and for so long as, any such security would be unlawful under the laws of the jurisdiction in which such asset is situated.

4. CONTINUING SECURITY

4.1 Continuing security

This security is to be a continuing security and will extend to the ultimate balance of sums payable by any Group Company or any other grantor of Transaction Security under the Finance Documents, notwithstanding any intermediate payment or settlement of all or any part of the Indebtedness or any other matter or thing

4.2 Other security

This security is to be in addition and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security, guarantee, or indemnity or other right which the Lender or any other person may now or after the date of this Deed hold for any of the Indebtedness, and this security may be enforced against any Charging Company without first having recourse to any other rights of the Lender

5. FURTHER ASSURANCE

5.1 General

- (a) Each Charging Company will, at its own expense, promptly following request by the Lender, execute such deeds and other agreements and otherwise take whatever action the Lender may reasonably require

- (i) to perfect and/or protect the security created (or intended to be created) by this Deed,
- (ii) to facilitate the realisation or enforcement of such security;
- (iii) to facilitate the exercise of any of the Lender's rights, powers or discretions under this Deed,
- (iv) to confer on the Lender security over any assets of any Charging Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by this Deed, and/or
- (v) at any time after the occurrence of a Declared Default that is continuing or if the security created by this Deed has become enforceable, to confer on the Lender a legal fixed charge over Book Debts,

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

- (b) Any Security Document required to be executed by any Charging Company under this Clause 5.1 (*General*) will contain clauses corresponding to the provisions set out in this Deed

5.2 Land Registry

- (a) In relation to real property which is registered at the Land Registry or which is subject to a first registration application at the Land Registry and which is charged by way of legal mortgage under this Deed situated in England and Wales, each Charging Company hereby covenants to a restriction being entered on the Register of Title of all that real property under the Land Registration Act 2002 and agrees to apply for such a restriction in the following terms

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated _____ 2013 in favour of INEOS Holdings Limited referred to in the Charges Register or their conveyancer"

- (b) To the extent that the Lender is under an obligation to make further advances, the relevant Charging Company shall also make an application (and consents to an application being made) to the Land Registry for a note of such obligation to be entered on the Charges Register of any registered land forming part of the Charged Property
- (c) In respect of any part of the Charged Property title to which is registered at the Land Registry or which is in the process of first registration at the Land Registry, it is certified that the security created by this Deed does not contravene any of

the provisions of the memorandum or articles of association of the relevant Charging Company

- (d) In relation to all real property acquired by any Charging Company at any time following the date of this Deed and which shall be charged by way of legal mortgage under this Deed situated in England and Wales, such Charging Company shall, as soon as reasonably practicable following the completion of the acquisition, apply to the Land Registry for a restriction to be entered on the Register of Title to that property in the same form as the restriction set out in Clause 5 2(a) above, together with an application to the Land Registry in the form set out in Clause 5 2(b) above
- (e) If the Lender gives notice to the Charging Company that the Lender will submit forms to the Land Registry pursuant to Clauses 5 2(a) or 5 2(b) above, the relevant Charging Company provide the Lender with all duly completed forms reasonably requested by the Lender within seven days of such request together with all registration fees in connection therewith

5.3 Register of trade marks

Each Charging Company as registered proprietor appoints the Lender as its agent to apply for the particulars of this Deed and the Lender's interest in its existing trade marks and trade mark applications and any future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of that Charging Company, to be entered on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, and each Charging Company agrees to execute all documents and forms required to enable those particulars to be entered on the Register of Trade Marks

6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

Each Charging Company may

- (a) create or agree to create or allow to exist any Security Interest over any part of the Charged Property,
- (b) sell, lease, transfer or otherwise dispose of all or any part of the Charged Property or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Facility Agreement or with the prior written consent of the Lender

7. REPRESENTATIONS AND WARRANTIES

7.1 Matters represented

Each Charging Company represents and warrants to the Lender as set out in Clauses 7.2 (*Subsidiary shares*) to 7.4 (*Intellectual Property*) (inclusive) on the date of this Deed

7.2 Subsidiary shares

As at the date of this Deed it is not a legal or beneficial owner of any Subsidiary Shares.

7.3 Property

Schedule 1 (*Details of Properties*) identifies all freehold and leasehold property owned by it as at the date of this Deed. There are no proceedings, actions or circumstances relating to any of that property, save to the extent disposed of pursuant to any disposal permitted by the Facility Agreement, which materially and adversely affect that property's value or its ability to use that property for the purpose for which it is currently used.

7.4 Intellectual Property

As at the date of this Deed it is the sole legal and beneficial owner of the Intellectual Property listed against its name in Schedule 4 (*Intellectual Property Rights*) and such Schedule lists all the material patents and trademarks owned by it.

8. UNDERTAKINGS

8.1 Duration of undertakings

Each Charging Company undertakes to the Lender in the terms of this Clause 8 (*Undertakings*) from the date of this Deed and for so long as any security constituted by this Deed remains in force.

8.2 General undertakings

- (a) **Charged Property.** It will observe and perform all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and, save as permitted by the Facility Agreement, generally take all reasonable steps which are necessary to preserve, maintain and renew when necessary or desirable all the Charged Property which is material to or required in connection with its business or the business of its Group.
- (b) **Maintenance.** It will take all reasonable steps to keep all Premises, plant, machinery, fixtures, fittings, vehicles, computers and other equipment comprised in the Charged Property in repair to ensure the continuance of the effective operation of its business at the Premises comprised in the Charged Property.

8.3 Property undertakings

- (a) **Acquisitions:** It will notify the Lender if it intends to acquire any estate or interest in freehold, leasehold or heritable property (other than easements) and will in any event notify the Lender promptly in writing of the actual acquisition by it of any such freehold, leasehold or heritable property and will comply with its obligations in Clauses 5.2 (*Land Registry*) and 8.5 (*Title documents*) in respect thereto
- (b) **Inspection** It will permit the Lender and any person nominated by the Lender and notified to the Charging Company in writing to enter into and upon any Premises comprised in the Charged Property at all reasonable times during business hours and on not less than 24 hours' notice subject always to the reasonable security requirements of the relevant Charging Company to view the state and condition of the Premises comprised in the Charged Property and will remedy any material defect or want of repair as soon as possible and in any event no later than four weeks after service by the Lender of notice of the defect or want of repair
- (c) **Leases** It will not grant any lease, tenancy, contractual licence or right to occupy in respect of the whole or any part of the Premises comprised in the Charged Property or otherwise part with possession of the whole or any part of the Premises comprised in the Charged Property except
 - (i) as permitted by the Facility Agreement, or
 - (ii) with the prior written consent of the Lender
- (d) **Forfeiture Notices:** It will give immediate notice to the Lender if it receives any notice under section 146 of the Law of Property Act 1925 or it has been notified that any proceedings are commenced against it for the forfeiture of any lease comprised in any Premises comprised in the Charged Property

8.4 Collection of Book Debts

- (a) Each Charging Company will.
 - (i) as agent for the Lender, collect all Book Debts and all Cash Equivalents or other securities held by way of temporary investment when the same mature, pay the proceeds into a Charged Account forthwith on receipt and, pending that payment, hold those proceeds on trust for the Lender,
 - (ii) not charge, factor, discount or assign any of the Book Debts in favour of any other person, or purport to do so unless permitted by the Facility Agreement or with the prior consent of the Lender,
 - (iii) upon a Declared Default, give notice to the debtors of any of its Book Debts or other Charged Property referred to in Clause 8.4(a)(i) above of the Security Interests created by this Deed in such form as the Lender may require; and

- (iv)
 - (A) promptly deliver to the Account Bank on the date of this Deed or, if such Relevant Account is opened after the date of this Deed, as soon as reasonably practicable and in any event within five Business Days of the date on which such Relevant Account is opened, a duly completed notice in respect of each such account substantially in the form set out in Schedule 6 (*Form of Notice for a Relevant Account to Account Bank*) as applicable, and
 - (B) use all reasonable endeavours to procure that the bank with whom the Relevant Account is maintained promptly signs and delivers to the Lender an acknowledgement of notice substantially in the form set out in Schedule 6 (*Form of Notice for a Relevant Account to Account Bank*) as applicable
- (b) If any Charging Company maintains an account in respect of which the acknowledgement referred to in Clause 8.4(a)(iv)(B) above has not been obtained, the Charging Company will transfer the account to an Account Bank which has returned such an acknowledgement or has agreed, in a manner satisfactory to the Lender, to the matters referred to in the acknowledgement
- (c) Following a Declared Default, the Lender (or its Receiver) may and to the payment of any claims with priority to the charges constituted by this Deed) withdraw amounts standing to the credit of the Relevant Accounts to meet any amount due and payable in respect of the Indebtedness when it is due and payable but unpaid or when the Lender is entitled to exercise set off rights against the relevant amounts under the terms of the Facility Agreement

Until a Declared Default has occurred, each Charging Company may, subject to the provisions of the Facility Agreement, operate and continue to deal with the Relevant Account

8.5 Title documents

Each Charging Company will as soon as reasonably practicable deposit with the Lender (or as it shall direct)

- (a) all deeds and documents of title relating to all Charged Property and if those deeds and documents are with the Land Registry, will promptly deposit them with the Lender (or as it shall direct) upon their release,
- (b) all stocks and share certificates and other documents of title relating to the Subsidiary Shares/ and Investments together with stock transfer forms, completed and executed in blank (except for the number and class of share and the transferor) and shall execute all other documents and take all further action which the Lender requires for the purpose of vesting title to the Subsidiary Shares and Investments in the name of the Lender or its nominees or any purchaser,

- (c) all policies of insurance for the time being charged under this Deed, and
- (d) all other documents relating to the Charged Property which the Lender from time to time requires

8.6 Voting rights

- (a) Until a Declared Default occurs
 - (i) all dividends, distributions and other monies paid on or derived from the Subsidiary Shares/ and Investments will be held for the account of the relevant Charging Company and will be promptly paid over to the relevant Charging Company in accordance with its directions, and
 - (ii) all voting and other rights and powers attaching to the Subsidiary Shares/Investments will be exercised as the relevant Charging Company may from time to time reasonably direct, provided that the relevant Charging Company shall not be entitled to direct that the voting and other rights attaching to the Subsidiary Shares/ and Investments be exercised in a manner which the Lender reasonably considers to be prejudicial to its interests under this Deed
- (b) After a Declared Default occurs the Lender shall be entitled to:
 - (i) complete all instruments of transfer in relation to the Subsidiary Shares/ and Investments of the relevant Charging Company on behalf of the relevant Charging Company in favour of itself or such other person as it shall select and otherwise have any Investments registered in its name or the name of its nominee,
 - (ii) receive and retain all dividends, distributions and other monies paid on the Subsidiary Shares/Investments, and
 - (iii) exercise or direct the exercise in the name of the relevant Charging Company of the voting rights and any other rights and powers attached to any Subsidiary Shares/Investments in such manner as it considers fit (including all powers given to trustees under Part II of the Trustee Act 2000)
- (c) After a Declared Default occurs the relevant Charging Company shall
 - (i) comply, or procure the compliance, with any directions of the Lender in respect of the exercise of any rights and powers exercisable in relation to its Subsidiary Shares/ and Investments, and
 - (ii) if the Lender so requests, promptly deliver to the Lender a form of proxy or other authority (in each case, in such form as the Lender shall reasonably require) appointing such person as the Lender shall select to be the proxy of the Charging Company or otherwise enabling such

person as the Lender shall select to exercise such voting rights and other rights and powers as shall be specified (whether generally or specifically) in the relevant notice

- (d) At any time when any Subsidiary Shares/Investments are registered in the name of the Lender or its nominee, the Lender will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Subsidiary Shares/Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Subsidiary Shares/Investments
- (e) Each relevant Charging Company will promptly pay all calls or other payments, which may at any time become due in respect of the Subsidiary Shares/ and Investments
- (a) Each relevant Charging Company will forward copies of all notices, documents and other communications received by it or its nominee in connection with the Subsidiary Shares/ and Investments to the Lender promptly following receipt

8.7 Assigned agreements

No Charging Company will

- (a) make or agree to make any amendments to the Assigned Agreements, waive any of its rights under the Assigned Agreements or exercise any right to terminate any of the Assigned Agreements, except (A) as permitted pursuant to the Facility Agreement, (B) with the prior consent of the Lender or (C) (in the case of the Insurances only) any amendments to such Insurances that are of a minor or technical nature or which could not reasonably be expected to prejudice the interests of the Lender, and
- (b) promptly after the execution of this Deed (or, if later, the date on which it becomes a party to the relevant Assigned Agreements), give notice to the other parties which are debtors under the Assigned Agreements to which it is a party that it has assigned its rights under the Assigned Agreements to the Lender under this Deed. Such notice will be given in substantially the form set out in Part 1 of Schedule 3, except in the case of the Insurances where the notice will be substantially in the form set out in Part 2 of Schedule 3 (*Form of Notice of Assignment to Insurers*) provided that prior to a Declared Default, there shall be no requirement to deliver a notice in respect of Insurances other than Insurances in respect of property damage, business interruption, marine cargo, contractors' all risk and any other Insurances the relevant Charging Company considers to be material

- (c) Each Charging Company will use all reasonable endeavours to procure that each party served with any such notice countersigns and returns the notice to the Lender within 14 days of the date of the relevant notice

8.8 Retention of documents

The Lender may retain any document delivered to it under Clause 8.5 (*Title documents*) or otherwise until the security created by this Deed is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Charging Company require that the relevant document be redelivered to it and such Charging Company shall promptly comply (or procure compliance) with that notice

8.9 Power to remedy

If any Charging Company fails to comply with any covenant set out in Clauses 8.1 (*Duration of undertakings*) to Clause 8.8 (*Retention of documents*) (inclusive) and that failure is not remedied to the satisfaction of the Lender within 14 days, the relevant Charging Company will allow (and irrevocably authorises) the Lender or any person which the Lender nominates to take on its behalf any action which is necessary to ensure that those covenants are complied with

8.10 Indemnity

Each Charging Company will indemnify the Lender against all losses incurred by the Lender as a result of a breach by the relevant Charging Company of its obligations under Clauses 8.1 (*Duration of undertakings*) to Clause 8.8 (*Retention of documents*) (inclusive) and in connection with the exercise by the Lender of its rights contained in Clause 8.9 (*Power to remedy*) above. All sums the subject of this indemnity will be payable by the relevant Charging Company to the Lender on demand

8.11 Revocation and other actions in relation to Intellectual Property

Without prejudice to the creation of any Security Interest pursuant to this Deed, no breach of any representation, warranty, undertaking or other provision (in each case, whether expressed or implied) under this Deed shall arise solely by reason of

- (a) any steps taken by a third party (including any applicable intellectual property registry) to oppose the grant of, challenge the validity of, or seek to revoke any of, the Intellectual Property, or
- (b) any decision of a court of competent jurisdiction or other competent authority (including any applicable intellectual property registry) to refuse to grant, to cancel or to revoke any of the Intellectual Property,

provided in each case that any such steps or decision do not have a material adverse effect on the business, assets or financial condition of the Group and do not adversely affect the rights of the Lender in any material respect.

9. ATTORNEY

Each Charging Company, by way of security, irrevocably and severally appoints the Lender, each Receiver and any person nominated for the purpose by the Lender or any Receiver (in writing and signed by an officer of the Lender or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Deed, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Lender or any Receiver under this Deed or otherwise for any of the purposes of this Deed, and each Charging Company covenants with the Lender and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney. Such power of attorney shall only be exercisable following the occurrence of an Event of Default which is continuing or if the relevant Charging Company has failed to comply with its further assurance obligations pursuant to Clause 5 (*Further Assurance*) or a perfection obligation pursuant to this Deed.

10. ENFORCEMENT AND POWERS OF THE LENDER

10.1 Statutory restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this Deed.

10.2 Enforcement powers

- (a) Notwithstanding the provisions of this Deed,
 - (i) the Indebtedness is deemed for the purposes of section 101 of the Law of Property Act 1925 to have become due within the meaning of section 101 of the Law of Property Act 1925, and
 - (ii) the power of sale and other powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this Deed including the power to appoint a Receiver shall arise, in each case immediately on execution of this Deed. The Lender may take possession of any Charged Property at any time after the Security Interests constituted by this Deed have become enforceable.
- (b) Save as provided in paragraph (c) below, the Security Interests constituted by this Deed given by each Charging Company shall become enforceable upon
 - (i) a Declared Default, or
 - (ii) the making of an application or the presentation of a petition for an administration order in relation to any Charging Company or the giving or filing by any person of a notice in relation to the appointment of an

Administrator, liquidator or provisional liquidator of any Charging Company, or

- (iii) any Charging Company requesting the Lender to appoint a Receiver or Administrator or the Lender appointing a Receiver or Administrator
- (c) The Security Interests constituted by this Deed will not become enforceable solely as a result of
 - (i) the obtaining of a moratorium by any Charging Company, or
 - (ii) anything done with a view to obtaining a moratorium,

under Section 1A and schedule A1 of the Insolvency Act 1986, as inserted by the Insolvency Act 2000, section 1, schedule 1, paragraphs 1 and 2

10.3 Statutory powers

The powers conferred on mortgagees, Receivers or Administrators by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the security created by this Deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Deed, those contained in this Deed shall prevail. Such powers shall be extended so as to authorise mortgagees, Receivers or Administrators to lease, make arrangements for leases, accept surrenders of leases and grant options as they think fit and without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925 and any lease granted will bind any holder of a subsequent Security Interest deriving title under the mortgagees, Receivers or Administrators

10.4 Fixtures

After the occurrence of a Declared Default, the Lender may sever any fixtures from the property to which they are attached and sell them separately from that property

10.5 Appointment of Receivers and Administrators

- (a) If
 - (i) so requested by any Charging Company, or
 - (ii) at any time after a Declared Default has occurred,

the Lender may, subject to paragraph (e) below, by deed under seal or in writing under the hand of any officer of the Lender appoint any one or more persons to be Receiver of any Charged Property of the Charging Company or, when permitted by law, may appoint an Administrator of that Charging Company pursuant to paragraph 14 of schedule B1 of the Insolvency Act 1986

- (b) The Lender may by writing under hand (except subject to any requirement for a court order under the Insolvency Act 1986 or any other applicable insolvency law) similarly remove any Receiver
- (c) If more than one person is appointed Receiver or Administrator of any assets, each Receiver or Administrator may act either jointly or severally unless the document of appointing him states otherwise
- (d) Section 109(1) of the Law of Property Act 1925 shall not apply to this Deed
- (e) The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 1986, except with the leave of the court
- (f) The Lender is not entitled to appoint an administrative receiver if prohibited from doing so under section 72A of the Insolvency Act 1986

10.6 Powers of leasing

The Lender may at any time on or after the Security Interests constituted by this Deed have become enforceable lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925

10.7 Exercise of powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Deed, and all or any of the rights and powers conferred by this Deed on a Receiver (whether expressly or impliedly), may be exercised by the Lender without further notice to any Charging Company at any time after the Security Interests constituted by this Deed have become enforceable, irrespective of whether the Lender has taken possession or appointed a Receiver of the Charged Property

10.8 Appropriations

Until all Indebtedness has been irrevocably and unconditionally paid and discharged in full, the Lender (or any trustee or agent on its behalf) may, without affecting the liability of any Charging Company under this Deed

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Charging Company shall be entitled to the benefit of the same,
- (b) to the extent that any of the Charged Property constitute "financial collateral" and this Deed and the obligations of any Charging Company hereunder

constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No 3226) (the "**Regulations**")) the Lender shall have the right once the security constituted by this Deed becomes enforceable to appropriate all or any part of such financial collateral in or towards discharge of the Indebtedness. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the Charged Accounts, together with any accrued but un-posted interest, at the time the right of appropriation is exercised, and (b) in the case of Investments, the market price of such Investments determined by the Lender by reference to a public index or by such other process as the Lender may select, including independent valuation. In each case, the parties agree that the method of valuation provided for in the Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations, and

- (c) hold in an interest-bearing suspense account any monies received from any Charging Company or on account of such Charging Company's liability under this Deed

11. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER

11.1 Receiver as agent

Each Receiver shall be the agent of the relevant Charging Company which shall be solely responsible for his acts or defaults, and for his remuneration, and be liable on any agreements or engagements made or entered into by him. The Lender will not be responsible for any misconduct, negligence or default of a Receiver.

11.2 Powers of Receiver

Each Receiver appointed under this Deed shall, in relation to the Charged Property, have all the powers conferred from time to time on Receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this Deed), and any other applicable law so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of any Charging Company, each Receiver shall have power to.

- (a) take possession of, collect and get in any of the Charged Property and, for that purpose, take any proceedings in the name of the relevant Charging Company or otherwise,
- (b) generally manage the Charged Property and manage or carry on, develop, reconstruct, amalgamate, diversify or concur in carrying on all or any part of the business of the Charging Company,
- (c) make any arrangement or compromise or enter into or cancel any contracts,

- (d) raise or borrow money or incur any other liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (e) sell, let or lease or concur in selling, letting or leasing, and vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over, or otherwise dispose of or deal with, all or any of the Charged Property, without being responsible for loss or damage. Any such sale, lease or disposition may be made for cash payable by instalments, loan stock, other debt obligations, shares or securities of another company, or other valuable consideration,
- (f) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions, whether or not including payment by instalments, secured or unsecured,
- (g) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances,
- (h) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the relevant Charging Company and comprised in the Charged Property,
- (i) redeem any prior Security Interests on or relating to the Charged Property and settle and pass the accounts of the person entitled to those prior Security Interests, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Charging Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (j) appoint and discharge employees, officers, managers, agents, professionals and others for any of the purposes of this Deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit,
- (k) settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Charging Company or relating to any of the Charged Property;
- (l) bring, prosecute, enforce, defend and discontinue all actions and proceedings or submit to arbitration in relation to all or any of the Charged Property,
- (m) sever and sell plant, machinery or other fixtures sold separately from the property to which they may be annexed;
- (n) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Property;

- (o) purchase or acquire any land or any interest in or right over land,
- (p) make calls conditionally or unconditionally on the members of the relevant Charging Company in respect of uncalled capital,
- (q) exercise on behalf of the relevant Charging Company, and without the consent of or notice to the relevant Charging Company, all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Premises comprised in the Charged Property, and
- (r) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 11.2 (*Powers of Receiver*), or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property,

and in each case may use the name of the relevant Charging Company and exercise the relevant power in any manner which he may think fit

11.3 Removal of Receiver

The Lender may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason

11.4 Section 109 Law of Property Act 1925

- (a) The Lender may from time to time fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Law of Property Act 1925 will not apply
- (b) Section 109(8) of the Law of Property Act 1925 will not apply to a Receiver appointed under this Deed

11.5 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Deed (unless the document appointing such Receiver states otherwise)

12. APPLICATION OF MONIES

12.1 Order of application

All monies received by the Lender or any Receiver appointed under this Deed shall be applied in the following order

- (a) in payment of the costs and losses incurred, and payments made, by the Lender and/or any Receiver (including the payment of preferential debts),
- (b) in payment of remuneration to the Receiver at such market rates as may be agreed between him and the Lender (acting reasonably) at or any time after his appointment,
- (c) in or towards satisfaction of such of the Indebtedness as the Lender shall, in its absolute discretion, determine, and
- (d) the surplus (if any) shall be paid to the relevant Charging Company or other person entitled to it

12.2 Suspense account

Until the Indebtedness is paid in full, the Lender may place and keep (for such time as it shall determine) any money received pursuant to this Deed or on account of any Charging Company's liability in respect of the Indebtedness in an interest bearing separate suspense account (to the credit of either the Charging Company or the Lender as the Lender shall think fit) and the Receiver may retain the same for the period which he and the Lender consider expedient without having any obligation to apply all or any part of that money in or towards discharge of the Indebtedness

13. PROTECTION OF THIRD PARTIES

13.1 No obligation to enquire

No purchaser from, or other person dealing with, the Lender or any Receiver (or their agents) shall be obliged or concerned to enquire whether

- (a) the right of the Lender or any Receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power, or
- (b) any of the Indebtedness remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters

13.2 Receipt conclusive

The receipt of the Lender or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Lender or any Receiver

13.3 Statutory protection

- (a) All the protection to purchasers contained in sections 104 and 107 of the Law of Property Act 1925, section 42(3) of the Insolvency Act 1986 or in any other

applicable legislation shall apply to any person purchasing from or dealing with the Lender, any Receiver or any Delegate

- (b) The Lender shall comply with its obligations under the Facility Agreement (including any obligations to make further advances)

14. PROTECTION OF LENDER AND RECEIVER

14.1 No liability

Neither the Lender nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence or wilful default.

14.2 Possession of Charged Property

Without prejudice to Clause 14.1 (*No liability*), if the Lender or any Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession

14.3 Liability of the Charging Companies

Each Charging Company shall be deemed to be a principal debtor and the sole, original and independent obligor for the Indebtedness and the Charged Property shall be deemed to be a principal security for the Indebtedness. The liability of each Charging Company under this Deed and the charges contained in this Deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Lender, or by any other act, event or matter whatsoever whereby the liability of any Charging Company (as a surety only) or the charges contained in this Deed (as secondary or collateral charges only) would, but for this provision, have been discharged

14.4 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Group Company, any other grantor of Transaction Security or other person or any security for those obligations or otherwise) is made by the Lender in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Charging Company under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

14.5 Waiver of defences

The obligations of the Charging Company under this Deed will not be affected by an act, omission, matter or thing which, but for this Deed, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or the Lender) including

- (a) any time, waiver or consent granted to, or composition with, any Group Company, any other grantor of Transaction Security or other person,
- (b) the release of any Group Company, any other grantor of Transaction Security or any other person under the terms of any composition or arrangement with any creditor of any Group Company or any grantor of Transaction Security;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Group Company, any other grantor of Transaction Security or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Group Company, any other grantor of Transaction Security or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or
- (g) any insolvency or similar proceedings

14.6 Immediate recourse

The Charging Company waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Charging Company under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

14.7 Deferral of the Charging Companies' rights

Until all amounts which may be or become payable by any Group Company or any other grantor of Transaction Security under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, no Charging Company will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents.

- (a) to be indemnified by a Group Company or any other grantor of Transaction Security,

- (b) to claim any contribution from any other guarantor of any Group Company's or any other grantor of Transaction Security's obligations under the Finance Documents,
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender,
- (d) to bring legal or other proceedings for an order requiring any Group Company or any other grantor of Transaction Security to make any payment, or perform any obligation, in respect of which any Group Company or any other grantor of Transaction Security has given a guarantee, undertaking or indemnity under any Finance Document,
- (e) to exercise any right of set-off against any Group Company or any other grantor of Transaction Security; and/or
- (f) to claim or prove as a creditor of any Group Company or any other grantor of Transaction Security in competition with the Lender

If any Charging Company receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lender by any Group Company or any other grantor of Transaction Security under or in connection with the Finance Documents to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with Clause 12 1 (*Order of application*)

15. COSTS, EXPENSES, TAXES AND STAMP DUTY

15.1 Transaction Expenses

Each Charging Company shall promptly within three Business Days of written demand pay the Lender (or procure that the Lender is paid) the amount of all costs and expenses reasonably incurred by the Lender, any Receiver or Delegate in connection with the negotiation, preparation, printing, execution and perfection of this Deed

15.2 Enforcement and preservation costs

Each Charging Company shall, within three Business Days of written demand, pay to (or procure payment to) the Lender the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of its rights under this Deed and any proceedings instituted by or against the Lender as a consequence of taking or holding the security created under the Deed or enforcing these rights

15.3 Stamp duties, etc.

The Charging Company shall, within three Business Days of demand, indemnify each of the Lender from and against any cost, loss or liability for any stamp, stamp duty land tax, documentary, filing and other similar duties and Taxes (if any) which are or may become payable in connection with this Deed other than in connection with any assignment or transfer by the Lender.

15.4 Interest Calculation

All interest under this Deed which accrues and is payable in arrear will accrue on a daily basis and will be calculated by reference to a 360 day year and the actual number of days elapsed (or on any other basis required by market practice)

15.5 Lender's ongoing costs

- (a) In the event an Event of Default is continuing, each Charging Company shall pay to (or procure payment to) the Lender any reasonable costs in respect of the investigation of such Event of Default that may be agreed between them.
- (a) If the Lender and the Charging Companies fail to agree upon such amount, that dispute shall be determined by an investment bank (acting as an expert and not as an arbitrator) selected by the Lender and approved by the Charging Companies or, failing approval, nominated (on the application of the Lender) by the President for the time being of the Law Society of England and Wales (the costs of the nomination and of the investment bank being payable by the Charging Companies) and the determination of any investment bank shall be final and binding upon the parties to this Deed

15.6 Amendment costs

If any Charging Company requests an amendment, waiver or consent in relation to this Deed, that Charging Company shall, within three Business Days of written demand, reimburse (or procure the reimbursement of) each of the Lender for the amount of all reasonable costs and expenses (including reasonable legal fees) incurred by the Lender, any Receiver or Delegate in responding to, evaluating, negotiating or complying with that request or requirement.

15.7 Taxes

All sums payable by or on behalf of each Charging Company under this Deed shall be paid free and clear of all deductions or withholdings (including for or on account of Tax) unless the deduction or withholding is required by law, in which event the relevant Charging Company shall (i) pay such additional amounts as shall be required to ensure that the net amount received and retained (after deduction or withholding) by the person receiving the payment will equal the full amount which would have been received and retained by it had no such deduction or withholding been required to be made, and (ii) remit the full amount deducted or withheld to the relevant Tax authority in accordance with applicable law

15.8 VAT

All sums payable by each relevant Charging Company under this Deed are exclusive of any applicable VAT and the Charging Company shall pay an amount equal to any such VAT in addition to and at the same time as the sum otherwise payable under this Deed

16. CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS

16.1 Cumulative powers

The powers which this Deed confers on the Lender and any Receiver appointed under this Deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Lender or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Lender and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

16.2 Amounts avoided

If any amount paid by any Charging Company in respect of the Indebtedness is capable of being avoided or set aside on the liquidation or administration of that Charging Company or otherwise, then for the purposes of this Deed that amount shall not be considered to have been paid.

16.3 Discharge conditional

Any settlement or discharge between any Charging Company and the Lender shall be conditional upon no security or payment to the Lender by that Charging Company or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of the Lender under this Deed) the Lender shall be entitled to recover from that Charging Company the value which the Lender has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

17. RULING OFF ACCOUNTS

If the Lender receives notice of any subsequent Security Interest or other interest affecting any of the Charged Property (except as permitted by the Facility Agreement) it may open a new account for that Charging Company in its books. If it does not do so then (unless it gives express notice to the contrary to that Charging Company), as from the time it receives that notice, all payments made by that Charging Company to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of that Charging Company and not as having been applied in reduction of the Indebtedness.

18. DELEGATION

The Lender may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under

this Deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Lender will not be liable or responsible to any Charging Company or any other person for any losses arising from any act, default, omission or misconduct on the part of any Delegate.

19. REDEMPTION OF PRIOR CHARGES

The Lender may, at any time after a Declared Default has occurred, redeem any prior Security Interest on or relating to any of the Charged Property or procure the transfer of that Security Interest to itself, and may settle and pass the accounts of any person entitled to that prior Security Interest. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Charging Company. The relevant Charging Company will on demand pay to (or procure payment to) the Lender all principal monies and interest and all losses incidental to any such redemption or transfer.

20. SET-OFF

The Lender may at any time whilst an Event of Default is continuing set off any matured obligation due from any Charging Company in respect of the Indebtedness against any matured obligation owed by that Lender to that Charging Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

21. NOTICES

Any communication to be made under or in connection with this Deed shall be made in accordance with clause 21 (*Notices*) of the Facility Agreement.

22. CHANGES TO PARTIES

The Lender may at any time assign or otherwise transfer all or any part of its rights under this Deed without the consent of the Charging Companies provided that such assignment or transfer is not prohibited by the terms of the Facility Agreement.

23. CURRENCY CLAUSES

23.1 Conversion

All monies received or held by the Lender or any Receiver under this Deed may be converted into any other currency which the Lender considers necessary to cover the obligations and liabilities comprised in the Indebtedness in that other currency at the Lender's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.

23.2 No discharge

No payment to the Lender (whether under any judgement or court order or otherwise) shall discharge the obligation or liability of the relevant Charging Company in respect of which it was made unless and until the Lender has received payment in full in the currency in which the obligation or liability was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Lender shall have a further separate cause of action against that Charging Company and shall be entitled to enforce the security constituted by this Deed to recover the amount of the shortfall.

24. MISCELLANEOUS

24.1 Certificates conclusive

A certificate, determination, notification or opinion of the Lender stipulated for in this Deed or as to any rate of interest or any other amount payable under this Deed will be conclusive and binding on the relevant Charging Company, except in the case of manifest error

24.2 Invalidity of any provision

If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way

24.3 Counterparts

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument

24.4 Failure to execute

Failure by one or more parties ("**Non-Signatories**") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other parties who do execute this Deed. Such Non-Signatories may execute this Deed (or a counterpart thereof) on a subsequent date and will thereupon become bound by its provisions

24.5 Third party rights

Unless expressly provided to the contrary in this Deed a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed

24.6 Covenant to Release

Once the Lender is satisfied, acting reasonably, that all the Indebtedness has been paid in full and does not have any contingent liability under any Finance Document to advance further monies to, or incur liability on behalf of, the Charging Company, the Lender shall, at the request and cost of the Charging Companies, take any action which may be necessary to release the Charged Property from the security constituted by this

Deed and procure the reassignment of any assets assigned to the Lender pursuant to this Deed

25. GOVERNING LAW AND SUBMISSION TO JURISDICTION

25.1 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law

25.2 Submission to jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**")
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary
- (c) This Clause 25.2 (*Submission to jurisdiction*) is for the benefit of the Lender only. As a result, the Lender shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions

IN WITNESS whereof this Deed has been duly executed on the date first above written

Schedule 1
Details of Properties

Registered Land

No.	Charging Company	Address or description	Title no.	Tenure
1	INEOS Chemicals Grangemouth Limited	Liquefaction No 4 Plant, North Tees Works, Stockton- on-Tees	CE150253	Leasehold

Unregistered Land

Nil.

Schedule 2
Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
INEOS Chemicals Grangemouth Limited	N/A	N/A	N/A
INEOS Commercial Services UK Limited	N/A	N/A	N/A

Schedule 3
Part 1

Forms of notice to counterparties (other than insurers) of Assigned Agreements

To *[insert name and address of counterparty]*

Dated *[•]*

Dear Sirs,

Re *[here identify the relevant Assigned Agreement(s)]* (the "**Agreement(s)**")

We notify you that *[•]* (the "**Charging Company**") has charged and agreed to assign to INEOS Holdings Limited (the "**Lender**") for its benefit all its right, title and interest in the Agreement(s) as security for certain obligations owed by (amongst others) the Charging Company to the Lender pursuant to a debenture dated ____ October 2013 (the "**Debenture**")

We further notify you that

- 1 save as permitted under the Facility Agreement (as defined in the Debenture), the Charging Company may not agree to amend, vary, novate, supplement, supersede, waive or terminate the Agreement(s) without the prior written consent of the Lender,
- 2 you may continue to deal with the Charging Company in relation to the Agreement(s) until you receive written notice to the contrary from the Lender. Thereafter the Charging Company will cease to have any right to deal with you in relation to the Agreement(s) and therefore from that time you should deal only with the Lender,
- 3 you are authorised to disclose information in relation to the Agreement(s) to the Lender on request,
- 4 after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Charging Company is entitled under the Agreement(s) direct to the Lender (and not to the Charging Company) unless the Lender otherwise agrees in writing,
- 5 the provisions of this notice may only be revoked with the written consent of the Lender, and
- 6 the Charging Company will remain liable to perform all its obligations under the Agreement(s) and neither the Lender nor any receiver, delegate or sub-delegate appointed by it shall have any liability under the Agreement(s)

Please sign and return the enclosed copy of this notice to the Lender (with a copy to the Charging Company) by way of confirmation that

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions,

- (b) you have not received notice that the Charging Company has assigned its rights under the Agreement(s) to a third party or created any other interest (whether by way of security or otherwise) in the Agreement(s) in favour of a third party, and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Agreement(s) *[(other than any rights arising under sections 2(c) or 6 of the same Agreement)]*.

The provisions of this notice and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law

Yours faithfully

for and on behalf of
[Charging Company]

[On acknowledgement copy]

To. **INEOS Holdings Limited**
 [insert address]

Copy to
[insert address of the Charging Company]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above

for and on behalf of
[insert name of Counterparty]

Dated [●]

Part 2
Form of Notice of Assignment to Insurers

To *[insert name and address of insurance company]*

Dated [•]

Dear Sirs,

Re: *[here identify the relevant insurance policy(ies)]* (the "**Policies**")

- 1 We notify you that INEOS Sales (UK) Limited (the "**Charging Company**") has charged and agreed to assign to INEOS Holdings Limited (the "**Lender**") its benefit all its right, title and interest in the Policies as security for certain obligations owed by the Charging Company to the Lender.

- 2 We further notify you that
 - (a) the Charging Company may not agree to amend (other than amendments of a minor or technical nature or which would not reasonably be expected to prejudice the interests of the Lender) or terminate the Policies without the prior written consent of the Lender,

 - (b) subject to paragraph 2(a) above you may continue to deal with the Charging Company in relation to the Policies until you receive written notice to the contrary from the Lender. Thereafter the Charging Company will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Lender,

 - (c) you are authorised to disclose information in relation to the Policies to the Lender on request, and

 - (d) the provisions of this notice may only be revoked with the written consent of the Lender

- 3 Please sign and return the enclosed copy of this notice to the Lender (with a copy to the Charging Company) by way of confirmation that
 - (a) you agree to act in accordance with the provisions of this notice,

 - (b) you [will note/have noted] the Lender's interest as chargee on the Policies,

 - (c) after receipt of written notice in accordance with paragraph 2(b) above, you will pay all monies to which the Charging Company is entitled under the Policies direct to the Lender (and not to the Charging Company) unless the Lender otherwise agrees in writing,

 - (d) you will not cancel or otherwise allow the Policies to lapse without giving the Lender not less than 30 days' written notice,

- (e) you have not received notice that the Charging Company has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party;
- (f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Policies,
- (g) the Lender shall not in any circumstances be liable for the premiums in relation to the Policies; and
- (h) the Policies shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Lender

The provisions of this notice and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law

Yours faithfully

...
for and on behalf of
[Charging Company]

[On acknowledgement copy]

To **INEOS Holdings Limited**
[insert address]

Copy to *[insert address of the Charging Company]*

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 3 above

...
for and on behalf of
[insert name of insurance company]

Dated [•]

Schedule 4
Intellectual Property Rights

Part 1 – Patents

Case No.	Registered Proprietor/Applicant	Country/place where registered	Patent Number
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Schedule 5

Details of Relevant Accounts

[illegible]

Schedule 6
Form of Notice for a Relevant Account to Account Bank

To *[name of account bank]*

[address]

Dated *[●]*

Dear Sirs

[●] (the "**Charging Company**")

[number and description of the Relevant Account[s]] (the "**Specified Account[s]**")

- 1 Pursuant to the debenture dated *[●]* 2013 between the Charging Company and INEOS Holdings Limited (the "**Deed**") the Charging Company has charged by way of first fixed charge in favour of the Lender all its rights to, and interest in, the balance standing from time to time to the credit of the Specified Account[s] and any other bank account maintained with you and the debts represented by them (the "**Accounts**"). A copy of the Deed is enclosed. The Deed sets out provisions relating to any dealing with the Accounts until the Lender by written notice informs you otherwise. All defined terms used herein, unless otherwise defined herein, shall have the meaning given to them in the Deed.
- 2 The Charging Company hereby irrevocably and unconditionally instructs and authorises you to disclose to the Lender any information relating to the Accounts which the Lender requests you to disclose.
- 3 The Charging Company hereby authorises you, upon written notice (substantially in the form attached at appendix A to this notice) from the Lender
 - (a) to pay or to release any monies standing to the credit of the Accounts, in accordance with any instructions which you receive from the Lender,
 - (b) not to permit any withdrawal of any monies standing to the credit of the Accounts, without the prior written consent of the Lender and to hold all such monies to the order of the Lender, and
 - (c) to comply with the terms of any written notices or instructions relating to the Deed and/or the Accounts and the debts represented by them which you receive from the Lender.
- 4 The Lender hereby confirms that it consents to the following transactions in relation to the Accounts in accordance with the terms of the mandates relating to such Accounts

- (a) you may collect and pay to the credit of any Specified Account the proceeds of credits for the account of the Charging Company,
- (b) you may make payments to third parties or to other Accounts in the name of the Charging Company on the instructions of the Charging Company and debit the amounts involved to any Accounts [other than [•]],
- (c) you may debit to any Account amounts due to you from the Charging Company for operating such Account, subject to the provisions of the Deed, and
- (d) [in order to enable you to make available net overdraft facilities on the Accounts, you may set-off debit balances against credit balances on any of the [following] Accounts (where not in breach of the Facility Agreement)]

[Specify accounts and account numbers]

and further confirms that the Charging Company may otherwise operate the Specified Account(s) in accordance with the terms of the mandates relating to such Accounts until receipt of further notice as contemplated by paragraph 3 above

- 5 The Lender may by notice to you amend or withdraw the consents given in paragraph 4
- 6 If the consent referred to in paragraph 4(d) above is withdrawn, you may immediately set-off debit balances and credit balances on the Account existing immediately prior to the receipt by you of the notice of such withdrawal.
- 7 Subject to paragraph 5 above, the instructions and authorisations which are contained in this letter shall remain in full force and effect until the Charging Company and the Lender together give you notice in writing revoking or amending them. You may comply with the instructions contained in this letter without further authority from the Charging Company
- 8. The instructions and authorisations in this letter supersede any instructions and authorisations to the contrary given to you by or on behalf of the Charging Company
- 9 This letter and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with English law
- 10 We agree that you are not bound to enquire whether the right of any person (including the Lender) to withdraw any monies from the Specified Account has arisen or be concerned with
 - (a) the propriety or regularity of the exercise of that right,
 - (b) notice to the contrary, or
 - (c) being responsible for the application of any monies received by such person (including the Lender)

- 11 We agree that you shall have no liability for having acted on any notice or instructions by any person (including the Lender) which on their face appear to be genuine, and which comply with the latest mandates held by you in connection with the Specified Account or relevant electronic banking system procedures in the case of an electronic instruction, and you, as account bank, shall not be deemed to be a trustee for the Charging Company or the Lender of the Specified Account
- 12 Please acknowledge your acceptance of the instructions and authorisations contained in this notice by signing the attached Form of Acknowledgement and returning it to the Lender at [●] copied to the Charging Company at [●] or by email to [●]

Yours faithfully

[Charging Company]

INEOS Holdings Limited

By

By

Authorised Signatory

Authorised Signatory

Form of Acknowledgement of Notice for a Relevant Account to Account Bank

To [•]

Copy [•]

Dear Sirs

Debenture dated [•] between [•] and INEOS Holdings Limited (the "Deed")

We hereby acknowledge receipt of the notice (a copy of which is attached hereto) (the "Notice") dated [•] and addressed to us by you regarding the Accounts. Terms defined in the Notice shall have the same meaning when used in this letter. We confirm that we:

- (a) accept the instructions and authorisations contained in the Notice and agree to comply with the terms thereof,
- (b) do not have, and will not make or exercise, any claims or demands, any rights of counterclaim, Security Interests, rights of set-off or rights against the Charging Company in respect of the Accounts and/or the debts represented by them except as set out in the Notice,
- (c) have not received notice of any interest of any third party in any Account and/or the debts represented by them and to our knowledge there are no prohibitions on charging the Accounts except as set out in the Notice, and
- (d) following written notice from the Lender shall not permit any amount to be withdrawn, from any Account save as permitted by the Notice or with the written prior consent of the Lender

We shall be entitled to assume that any notice or instruction from the Lender is validly given if it is signed by or on behalf of the Lender

We agree that, in the event that we become aware at any time that any person other than yourselves has or will have any right or interest in the Accounts and/or the debts represented by them, we will promptly notify you

Notwithstanding anything contained in the Notice, you agree that we are not bound to enquire whether the right of any person (including the Lender) to withdraw any monies from the Specified Account has arisen or be concerned with

- (a) the propriety or regularity of the exercise of that right,
- (b) notice to the contrary, or
- (c) being responsible for the application of any monies received by such person (including the Lender).

Further, you agree that we shall have no liability for having acted on any notice or instructions by any person (including the Lender) which on their face appear to be genuine, and which comply with the latest mandates held by us in connection with the Specified Account(s) or relevant electronic banking system procedures in the case of an electronic instruction, and we, as account bank, shall not be deemed to be a trustee for the Charging Company or the Lender of the Specified Account(s)

This acknowledgement, and all non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, English law

Yours faithfully

[Name of Bank]

Appendix A

To *[insert name of account bank]*

[address]

Attention *[•]*

**Debenture dated *[•]* between *[•]* (the "Charging Company" and INEOS Holdings Limited
(the "Lender")
(the "Deed")**

We refer to a notice of charge of account sent to you by the Charging Company and the Lender dated *[•]* (a copy of which is attached to this letter at Schedule 1 (the "Notice")), pursuant to which you were notified that the *[insert number and description of the Relevant Account(s)]* (the "Specified Account(s)") maintained with you were subject to a charge in our favour

Pursuant to paragraph 3 of the Notice, we instruct you that from the date of this letter you shall only operate the Specified Account(s) in accordance with our instructions without any reference to, or further authority from, the Charging Company and without further enquiry as to the justification or validity of any such instructions from us

Until you receive written notice from us to the contrary, the Charging Company may not operate the Specified Account(s) and you shall not accept any instructions from the Charging Company concerning the Specified Account(s) without our prior written approval

We have attached as Schedule 2 to this letter a list of representatives (together with their specimen signatures) any of whom are authorised to have access to the Specified Account(s) at all levels and any one of whom is authorised to give you instructions on our behalf in respect of the Specified Account(s)

All instructions and authorisations contained in the Notice shall remain in full force and effect in accordance with its terms

This letter and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with English law

Yours faithfully,

For and on behalf of
[insert name of Lender]

Schedule 2 – Signatory List

Any of the following are authorised to sign on behalf of the Lender

NAME	SIGNATURE

SIGNATORIES TO DEBENTURE**THE CHARGING COMPANIES**

EXECUTED AS A DEED by)
INEOS CHEMICALS GRANGEMOUTH LIMITED)
acting by a director in the presence of)

Witness's signature

Name (print) *A BOWDEN*

Occupation

Address

EXECUTED AS A DEED by)
INEOS COMMERCIAL SERVICES UK LIMITED)
acting by a director in the presence of)

Witness's signature

Name (print) *A BOWDEN*

Occupation

Address

THE LENDER

EXECUTED AS A DEED by)
INEOS HOLDINGS)
LIMITED)
acting by director)
in the presence of

Witness's signature

Name (print)

CHARLES DUNKIN

Occupation

Address