



Registration of a Charge

Company Name: **KERLING NEWCO 1 LIMITED**

Company Number: **09613152**



XCH71QY3

Received for filing in Electronic Format on the: **27/11/2023**

Details of Charge

Date of creation: **14/11/2023**

Charge code: **0961 3152 0027**

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

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **CHIH-YUAN LO**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9613152

Charge code: 0961 3152 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th November 2023 and created by KERLING NEWCO 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th November 2023 .

Given at Companies House, Cardiff on 28th November 2023

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



Companies House



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

14 November 2023

THE COMPANIES LISTED IN SCHEDULE 1
(as the Supplemental Chargors)

and

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

SUPPLEMENTAL DEBENTURE

LATHAM & WATKINS

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THIS SUPPLEMENTAL DEBENTURE (the “**Deed**”) is made on 14 November 2023

BETWEEN:

- (1) Each of the companies listed in Schedule 1 (*The Supplemental Chargors*) (each, a “**Supplemental Chargor**” and together the “**Supplemental Chargors**”); and
- (2) **HSBC Corporate Trustee Company (UK) Limited**, as the security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITALS:

This Deed is supplemental to a debenture originally dated 28 July 2020 between certain of the Supplemental Chargors as chargors and the Security Agent (as successor security agent to Barclays Bank PLC) as security agent, as supplemented pursuant to each of (a) a supplemental security deed dated 5 January 2021 (the “**First Supplemental Debenture**”) (b) a supplemental security deed dated 29 January 2021 (the “**Second Supplemental Debenture**”), (c) a supplemental security deed dated 14 March 2023 (the “**Third Supplemental Debenture**” and together with the First Supplemental Debenture and Second Supplemental Debenture, the “**Supplemental Debentures**”), (d) a debenture accession deed dated 29 January 2021 between certain of the Supplemental Chargors as chargors and the Security Agent (as successor security agent to Barclays Bank PLC) as security agent (the “**January 2021 Accession Deed**”) and (e) a debenture accession deed dated 29 April 2021 between certain of the Supplemental Chargors as chargors and the Security Agent as security agent (the “**April 2021 Accession Deed**” and together with the January 2021 Accession Deed, the “**Accession Deeds**”) (the “**Existing Debenture**”).

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Deed, terms defined in the Existing Debenture or the relevant Accession Deed (as applicable and in respect of each Supplemental Chargor party to that Existing Debenture or Accession Deed) shall have the same meaning when used in this Deed but as if references in those terms to a “Chargor” or “New Chargor” will be deemed to be references to the Supplemental Chargors.

1.2 Construction

The provisions of clauses 1.2 (*Construction*) to 1.5 (*Declaration of Trust*) inclusive of the Existing Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the “Debenture” and other similar expressions were references to this Deed.

2. COVENANT TO PAY

Each Supplemental Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties), that it will on demand pay the Secured Obligations when they fall due for payment.

3. CHARGING PROVISIONS

3.1 Specific Security

Each Supplemental Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent, with full title guarantee (subject to the Security created pursuant to the Existing Debenture, the Supplemental Debentures and the Accession Deeds), the following assets, both present and future, from time to time, owned by it or in which it has an interest:

- (a) by way of first legal mortgage all Property now belonging to or vested in it; and
- (b) by way of fixed charge, but in each case excluding any Excluded Assets:
 - (i) all other interests not effectively charged under Clause 3.1(a) above in any Property;
 - (ii) all the Investments, Shares and all corresponding Related Rights;
 - (iii) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables;
 - (iv) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts;
 - (v) all monies from time to time standing to the credit of the Accounts (including any interest and other sums accruing thereon), together with all of its rights, title and interest in, and benefits and proceeds deriving from or arising in connection with, the Accounts;
 - (vi) all of its goodwill and uncalled capital; and
 - (vii) if not effectively assigned by Clause 3.2 (*Security Assignment*), all its rights, title and interest in (and proceeds and claims under) the Assigned Agreements,

and includes, in respect of each of the above charged assets (as appropriate), the benefit of all licences, consents and agreements held by each Supplemental Chargor in connection with the use of the asset, any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset and any other property, rights or claims relating to, accruing to or deriving from the asset, but in each case excluding any Excluded Assets.

3.2 Security Assignment

As further continuing security for the payment of the Secured Obligations, each Supplemental Chargor assigns absolutely with full title guarantee (subject to the Security created pursuant to the Existing Debenture, the Supplemental Debentures and the Accession Deeds) to the Security Agent all its rights, title and interest in the Assigned Agreements, both present and future, from time to time, subject in each case to reassignment by the Security Agent to the relevant Supplemental Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

3.3 Floating Charge

- (a) As further continuing security for the payment of the Secured Obligations, each Supplemental Chargor charges with full title guarantee (subject to the Security created pursuant to the Existing Debenture, the Supplemental Debentures and the Accession Deeds) in favour of the Security Agent by way of floating charge (ranking junior only to the fixed charges created by the Existing Debenture, the Supplemental Debentures and the Accession Deeds) all its present and future assets, undertakings and rights, excluding any Excluded Assets, not otherwise effectively charged by way of first fixed charge or legal mortgage under Clause 3.1 (*Specific Security*) or assigned under Clause 3.2 (*Security Assignment*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.
- (c) The Parties acknowledge that the ranking of the security created pursuant to this Clause 3.3 (*Floating charge*) is subject to the Intercreditor Agreement and that the application of proceeds pursuant to this Deed is provided for in the Intercreditor Agreement.

3.4 Property Restricting Charging

- (a) There shall be excluded from the charge created by Clause 3.1 (*Specific Security*) any Restricted Property held by a Supplemental Chargor the title to which is subject to covenants, restrictions or other matters which prohibits either absolutely or conditionally (including requiring the consent of any third party) any such Supplemental Chargor from creating any charge over its freehold interest, in each case until a certificate from, or the consent of, the beneficiary of any restriction on the title of any Restricted Property has been obtained.
- (b) Subject to the Security Principles, for each Restricted Property referred to in paragraph (a) above, the relevant Supplemental Chargor undertakes to promptly apply for the relevant consent or certificate (and in any event within fourteen (14) days of the date of this Deed) and to use all reasonable endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.
- (c) Immediately upon receipt of the relevant consent or certificate, the formerly excluded Restricted Property shall stand charged to the Security Agent under Clause 3.1 (*Specific Security*). If required by the Security Agent, at any time following receipt of that consent or certificate, the relevant Supplemental Chargor will forthwith execute a supplemental legal mortgage in such form as the Security Agent shall reasonably require, subject to the Security Principles.

3.5 Ranking

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

4. **NEGATIVE PLEDGE**

The Supplemental Chargors may not:

- (a) create or agree to create or permit to subsist any Security over all or any part of the assets charged under this Deed; or
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the assets charged under this Deed (other than in respect of assets charged under Clause 3.3 (*Floating Charge*) on arm's length terms in the ordinary course of trading) 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,

except as not prohibited by the terms of the Relevant Senior Secured Documents or with the prior written consent of the Security Agent.

5. **INCORPORATION OF TERMS FROM EXISTING DEBENTURE**

- (a) The provisions of Clause 3.4 (*Conversion of Floating Charge*), Clause 4 (*Further Assurance*) and Clause 6 (*Representations and Warranties*) to Clause 25 (*Miscellaneous*) of the Existing Debenture shall be deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, but as if references in those clauses to:
 - (i) "this Debenture" or "this Deed" and other similar expressions were a reference to this Deed;
 - (ii) "Chargor" was a reference to the Supplemental Chargors under this Deed; and
 - (iii) "Charged Property" (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this Deed.
- (b) The provisions of Clause 4 (*Representations and Undertakings*) and Clause 5 (*Protection of Security*) of the April 2021 Accession Deed shall be deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, but as if references in those clauses to:
 - (i) "this Deed" and other similar expressions were a reference to this Deed;
 - (ii) "New Chargor" was a reference to the Supplemental Chargors under this Deed; and
 - (iii) "Property" (including references to relevant specific assets within the charged Property), was a reference to the assets charged under this Deed.
- (c) The representations and warranties made in Clause 6 of the Existing Debenture and Clause 4 (*Representations and Undertakings*) of the April 2021 Accession Deed and incorporated by reference into this Deed shall be made on the date hereof by reference to the facts and circumstances on the date hereof.

6. THE EXISTING DEBENTURE

The Existing Debenture, the Supplemental Debentures and the Accession Deeds shall remain in full force and effect as supplemented by this Deed.

7. DESIGNATION

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

8. ACKNOWLEDGEMENT BY THE SECURITY AGENT

The Security Agent acknowledges and confirms that:

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

9. 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 on a subsequent date and will thereupon become bound by its provisions.

10. NOTICES

All communications shall be made in accordance with clause 25 (*Notices*) of the Intercreditor Agreement and such provisions shall be deemed incorporated herein.

11. NOTICE OF CHARGE OR ASSIGNMENT

This Deed constitutes notice in writing to each Supplemental Chargor of any charge or assignment hereunder of any Assigned Agreements owed by that Supplemental Chargor to any other Supplemental Chargor. Each Supplemental Chargor, by execution of this Deed, acknowledges the notice given by any other Supplemental Chargor to it pursuant to this Clause 11 (*Notice of Charge or Assignment*).

12. GOVERNING LAW AND JURISDICTION

- (a) This Deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to Clause (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a “**Dispute**”). 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) The Parties agree that, for the benefit of the Secured Parties only, nothing in this Deed, shall limit the right of the Secured Parties to bring any legal action against the Supplemental Chargors in any other court of competent jurisdiction.

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

SCHEDULE 1

THE SUPPLEMENTAL CHARGORS

Name of Chargor	Company number	Registered Address
INEOS Aromatics Holdings Limited	06226615	Hawkslease, Chapel Lane, Lyndhurst, England, SO43 7FG
INEOS Aromatics Limited	06226624	Hawkslease, Chapel Lane, Lyndhurst, Hampshire, SO43 7FG
INEOS Acetyls (Korea) Limited	02316280	Hawkslease, Chapel Lane, Lyndhurst, Hampshire, SO43 7FG
INEOS Acetyls Investments Limited	00304682	Hawkslease, Chapel Lane, Lyndhurst, Hampshire, SO43 7FG
INEOS World-Wide Technical Services Limited	00510676	Hawkslease, Chapel Lane, Lyndhurst, Hampshire, SO43 7FG
INEOS Acetyls Americas Limited	03947697	Hawkslease, Chapel Lane, Lyndhurst, Hampshire, SO43 7FG
INEOS Acetyls International Limited	12777775	Hawkslease, Chapel Lane, Lyndhurst, Hampshire, SO43 7FG
INOVYN ChlorVinyls Holdings Limited	07085121	Bankes Lane Office Bankes Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE
INOVYN ChlorVinyls Limited	04068812	Bankes Lane Office Bankes Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE
INOVYN Enterprises Limited	04651437	Bankes Lane Office Bankes Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE
INOVYN Europe Limited	10398354	Bankes Lane Office Bankes Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE
INOVYN Finance Limited	07027513	Bankes Lane Office Bankes Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE

<u>INOVYN Group Treasury Limited</u>	<u>06179953</u>	<u>Bankes Lane Office Bankes Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>INEOS INOVYN Limited</u>	<u>08696245</u>	<u>Bankes Lane Office Bankes Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>INOVYN Newco 2 Limited</u>	<u>04772918</u>	<u>Bankes Lane Office Bankes Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>Kerling Newco 1 Limited</u>	<u>09613152</u>	<u>Bankes Lane Office Bankes Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>Kerling Newco 2 Limited</u>	<u>09613220</u>	<u>Bankes Lane Office Bankes Lane, PO BOX 9, Runcorn, Cheshire, United Kingdom, WA7 4JE</u>
<u>INEOS Quattro Finance 1 Plc</u>	<u>13091138</u>	<u>Hawkslease, Chapel Lane, Lyndhurst, Hampshire, United Kingdom, SO43 7FG</u>
<u>INEOS Quattro Finance 2 Plc</u>	<u>13091130</u>	<u>Hawkslease, Chapel Lane, Lyndhurst, Hampshire, United Kingdom, SO43 7FG</u>
<u>INEOS Acetyls UK Limited</u>	<u>09925357</u>	<u>Hawkslease, Chapel Lane, Lyndhurst, Hampshire, United Kingdom, SO43 7FG</u>
<u>INEOS Quattro Financing Limited</u>	<u>09922303</u>	<u>Hawkslease, Chapel Lane, Lyndhurst, Hampshire, United Kingdom, SO43 7FG</u>
<u>INEOS Quattro Holdings UK Limited</u>	<u>12698648</u>	<u>Hawkslease, Chapel Lane, Lyndhurst, Hampshire, United Kingdom, SO43 7FG</u>

SCHEDULE 2

SHARES AND INVESTMENTS

Shares

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
INEOS Quattro Financing Limited	INEOS Quattro Holdings UK Limited	100 Ordinary shares of USD 1 each
	INEOS Quattro Finance 2 Plc	57,100 Ordinary shares of EUR 1 each
	INEOS Inovyn Limited	9,490,949 Ordinary shares of GBP 0.00001 each
INEOS Quattro Holdings UK Limited	INEOS Acetyls UK Limited	100 Ordinary shares of GBP 1 each
	INEOS Acetyls International Limited	102 Ordinary shares of GBP 1 each
	INEOS 179 Limited	100 Ordinary shares of CNY 1 each
		2 Ordinary shares of USD 1 each
INEOS Aromatics Holdings Limited	INEOS Aromatics Limited	84,999,999 ordinary shares of GBP 1
INEOS Acetyls Investments Limited	INEOS World-Wide Technical Services Limited	1,000,000 ordinary shares of GBP 1
	INEOS Aromatics Holdings Limited	85,000,000 ordinary shares of GBP 1
	INEOS Acetyls Americas Limited	24,329,401 ordinary shares of GBP 1
	INEOS Acetyls (Korea) Limited	45,300,000 ordinary shares of GBP 1
INEOS Acetyls International Limited	INEOS Acetyls Investments Limited	37,122,000 ordinary shares of GBP 1

INOVYN ChlorVinyls Holdings Limited	INOVYN Limited	Newco 2	1,000 deferred shares of GBP 1
			2 ordinary shares of GBP 1
INEOS INOVYN Limited	INOVYN Finance Limited		100,050,001 ordinary shares of GBP 1 each
INOVYN Finance Limited	INOVYN Group Treasury Limited		3 ordinary shares of GBP 1
	Kerling Newco 2 Limited		10,000 ordinary shares of GBP 0.01
	INOVYN Europe Limited		100 ordinary shares of EUR 1
	INOVYN Enterprises Limited		100 ordinary shares of GBP 1 each
INOVYN Group Treasury Limited	INOVYN ChlorVinyls Holdings Limited		100 ordinary shares of GBP 1
INOVYN Newco 2 Limited	INOVYN ChlorVinyls Limited		85 convertible nonparticipating shares of GBP 1
			2,215 non-convertible deferred shares of GBP 1
			1,000 non-voting shares of GBP 1
			15 ordinary shares of GBP 1
Kerling Newco 2 Limited	Kerling Newco 1 Limited		100,000,001 ordinary shares of GBP 1

Investments

None at the date of this Deed.

SCHEDULE 3

BANK ACCOUNTS

[illegible]

Account Holder	Bank	Sort code/account number/IBAN
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	REDACTED
INOVYN Group Treasury Limited re INOVYN Europe	ING Bank NV London	REDACTED
INEOS INOVYN Limited	Barclays Bank PLC Manchester	REDACTED
INEOS INOVYN Limited	Barclays Bank plc Manchester	REDACTED

Account Holder			Bank			Sort code/account number/IBAN
						REDACTED
Kerling Limited	NewCo	2	Barclays Manchester	Bank	PLC	REDACTED
Kerling Limited	NewCo	2	Barclays Manchester	Bank	PLC	REDACTED
Kerling Limited	NewCo	1	Barclays Manchester	Bank	PLC	REDACTED
Kerling Limited	NewCo	1	Barclays Bank plc Manchester			REDACTED
INOVYN Limited	Finance		Barclays Manchester	Bank	PLC	REDACTED
INOVYN Limited	Finance		Barclays Manchester	Bank	PLC	REDACTED
INOVYN Limited	Europe		Barclays Manchester	Bank	PLC,	REDACTED
INOVYN Limited	Europe		Barclays Manchester	Bank	PLC,	REDACTED
INOVYN Limited	Europe		Barclays Manchester	Bank	PLC,	REDACTED
INOVYN Limited	Europe		Barclays Manchester	Bank	PLC,	REDACTED
INOVYN Limited	Europe		Barclays Manchester	Bank	PLC,	REDACTED
INOVYN ChlorVinyls Limited			Barclays Manchester	Bank	PLC	REDACTED

Account Holder	Bank	Sort code/account number/IBAN
INOVYN ChlorVinyls Limited	Barclays Bank PLC Manchester	REDACTED
INOVYN ChlorVinyls Limited	Barclays Bank PLC Manchester	REDACTED
INOVYN ChlorVinyls Limited	Barclays Bank PLC Manchester	REDACTED
INOVYN Enterprises Limited	Barclays Bank PLC Manchester	REDACTED
INOVYN Enterprises Limited	Barclays Bank PLC Manchester	REDACTED
INOVYN Enterprises Limited	Barclays Bank PLC Manchester	REDACTED
INEOS Acetyls Investments Limited	Citibank NA, London Branch	REDACTED
INEOS Acetyls Investments Limited	Citibank NA, London Branch	REDACTED

SCHEDULE 4**PROPERTIES****Registered Land**

Name of Chargor	Address or description	Title No
NOVYN ChlorVinyls Limited	Land forming part of Aycliffe Industrial Estate, Newton Aycliffe	DU338120
NOVYN Enterprises Limited	Ineos Chlor Enterprises Ltd, Holford, Lostock Gralam, Northwich (CW9 7TD)	CH532921

PART B Restricted Properties

Name of Chargor	Address or description	Title No
NOVYN ChlorVinyls Limited	Land and buildings on the west and south side of Weston Point Expressway, Runcorn	CH513228
NOVYN ChlorVinyls Limited	Land and buildings lying to the east side of Mersey View, Weston Point, Runcorn	CH513183

SIGNATORIES TO THE SUPPLEMENTAL DEBENTURE
THE SUPPLEMENTAL CHARGORS

EXECUTED as a DEED by)	INEOS QUATTRO FINANCING
INEOS QUATTRO FINANCING)	LIMITED by its attorney
LIMITED acting by)	REDACTED
)	_____
its attorney <u>Dirk Arhelger</u>)	
in the presence of:)	
)	
)	REDACTED
)	
Signature of witness:)	—
Name (IN BLOCK CAPITALS):)	<u>Head of Corporate Finance</u>
Address:)	— REDACTED

EXECUTED as a **DEED** by
INEOS QUATTRO HOLDINGS UK
LIMITED acting by

its attorney Dirk Arhelger
in the presence of:

Signature of witness:

Name (IN BLOCK CAPITALS):

Address:

) **INEOS QUATTRO HOLDINGS UK**
) **LIMITED** by its attorney

) **REDACTED**
) _____

) **REDACTED**
) _____

—
Head of Corporate Finance

— **REDACTED**

EXECUTED as a **DEED** by
INEOS ACETYLS UK LIMITED acting
by

its attorney Dirk Arhelger
in the presence of:

Signature of witness:

Name (IN BLOCK CAPITALS):

Address:

) **INEOS ACETYLS UK LIMITED** by its
) attorney **REDACTED**
)
)

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) **REDACTED**
)
—

Head of Corporate Finance

_____ **REDACTED**

EXECUTED as a **DEED** by
INEOS AROMATICS HOLDINGS
LIMITED acting by

its attorney Dirk Arhelger
in the presence of:

Signature of witness:

Name (IN BLOCK CAPITALS):

Address:

) **INEOS AROMATICS HOLDINGS**
) **LIMITED** by its attorney

) **REDACTED**

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EXECUTED as a **DEED** by
INEOS AROMATICS LIMITED acting
by

its attorney Dirk Arhelger
in the presence of:

Signature of witness:

Name (IN BLOCK CAPITALS):

Address:

) **INEOS AROMATICS LIMITED** by its
) attorney **REDACTED**
)
)
)

) **REDACTED**
)
)
)
)

Head of Corporate Finance

REDACTED

EXECUTED as a **DEED** by) **INEOS ACETYLS (KOREA)**
INEOS ACETYLS (KOREA) LIMITED) **LIMIT**
acting by) **REDACTED**
) _____
its attorney Dirk Arhelger)
in the presence of:)
)
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)
)

Signature of witness: **REDACTED**

Name (IN BLOCK CAPITALS): Head of Corporate Finance

Address: _____ **REDACTED**

EXECUTED as a **DEED** by
INEOS ACETYLS INVESTMENTS
LIMITED acting by

its attorney Dirk Arhelger
in the presence of:

) **INEOS ACETYLS INVESTMENTS**
) **LIMITED**
) **REDACTED**
) _____
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REDACTED

Signature of witness:

Name (IN BLOCK CAPITALS):

Head of Corporate Finance

Address:

_____ **REDACTED**

EXECUTED as a **DEED** by
INEOS WORLD-WIDE TECHNICAL
SERVICES LIMITED acting by

its attorney Dirk Arhelger
in the presence of:

) **INEOS WORLD-WIDE TECHNICAL**
) **SERVICES LIMITED** by its attorney

) **REDACTED**

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EXECUTED as a **DEED** by
INEOS ACETYLS AMERICAS
LIMITED acting by

its attorney Dirk Arhelger
in the presence of:

) **INEOS ACETYLS AMERICAS**
) **LIMITED** by its attorney
) **REDACTED**
) _____
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REDACTED

Signature of witness:

Name (IN BLOCK CAPITALS):

Head of Corporate Finance

Address:

_____ **REDACTED**

EXECUTED as a **DEED** by
INEOS ACETYLS INTERNATIONAL
LIMITED acting by

its attorney Dirk Arhelger
in the presence of:

) **INEOS ACETYLS INTERNATIONAL**
) **LIMITED** by its attorney
) **REDACTED**
) _____
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) **REDACTED**

Signature of witness:

Name (IN BLOCK CAPITALS):

Head of Corporate Finance

Address:

_____ **REDACTED**

EXECUTED as a **DEED** by
INOVYN CHLORVINYLS HOLDINGS) **INOVYN CHLORVINYLS**
LIMITED acting by) **HOLDINGS LIMITED** by its attorney
its attorney Dirk Arhelger) **REDACTED**
in the presence of:) _____
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) **REDACTED**

Signature of witness:

Name (IN BLOCK CAPITALS): Head of Corporate Finance

Address: _____ **REDACTED**

EXECUTED as a **DEED** by
INOVYN CHLORVINYLS LIMITED
acting by

its attorney Dirk Arhelger
in the presence of:

Signature of witness:

Name (IN BLOCK CAPITALS):

Address:

) **INOVYN CHLORVINYLS LIMITED**
) by its attorney
) **REDACTED**
) _____
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)
) **REDACTED**

Head of Corporate Finance

REDACTED

EXECUTED as a **DEED** by
INOVYN ENTERPRISES LIMITED
acting by

its attorney Dirk Arhelger
in the presence of:

Signature of witness:

Name (IN BLOCK CAPITALS):

Address:

) **INOVYN ENTERPRISES LIMITED**
) by its attorney

) **REDACTED**
) _____

) **REDACTED**
) _____

Head of Corporate Finance

REDACTED

EXECUTED as a **DEED** by
INOVYN EUROPE LIMITED

acting by

its attorney Dirk Arhelger
in the presence of:

Signature of witness:

Name (IN BLOCK CAPITALS):

Address:

) **INOVYN EUROPE LIMITED** by its
) attorney **REDACTED**
) _____
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) **REDACTED**

Head of Corporate Finance

REDACTED

EXECUTED as a **DEED** by
INOVYN FINANCE LIMITED

acting by

its attorney Dirk Arhelger
in the presence of:

) **INOVYN FINANCE LIMITED** by its
) attorney **REDACTED**
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REDACTED

Signature of witness:

Name (IN BLOCK CAPITALS):

Head of Corporate Finance

Address:

_____ **REDACTED**

EXECUTED as a **DEED** by
INOVYN GROUP TREASURY
LIMITED acting by

its attorney Dirk Arhelger
in the presence of:

Signature of witness:

Name (IN BLOCK CAPITALS):

Address:

) **INOVYN GROUP TREASURY**
) **LIMITED** by its attorney
) **REDACTED**
) _____
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) **REDACTED**

Head of Corporate Finance

REDACTED

EXECUTED as a **DEED** by
INEOS INOVYN LIMITED acting by

its attorney Dirk Arhelger
in the presence of:

) **INEOS INOVYN LIMITED** by its
) attorney **REDACTED**
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) **REDACTED**

Signature of witness:

Name (IN BLOCK CAPITALS):

Head of Corporate Finance

Address:

REDACTED

EXECUTED as a **DEED** by
INOVYN NEWCO 2 LIMITED acting
by
its attorney Dirk Arhelger
in the presence of:

Signature of witness:

Name (IN BLOCK CAPITALS):

Address:

) **INOVYN NEWCO 2 LIMITED** by its
) attorney **REDACTED**
) _____
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) **REDACTED**
)

Head of Corporate Finance

REDACTED

EXECUTED as a **DEED** by
KERLING NEWCO 1 LIMITED acting
by

its attorney Dirk Arhelger
in the presence of:

KERLING NEWCO 1 LIMITED by its
attorney REDACTED

REDACTED

REDACTED

Signature of witness:

Name (IN BLOCK CAPITALS):

Head of Corporate Finance

Address:

REDACTED

EXECUTED as a **DEED** by
KERLING NEWCO 2 LIMITED acting
by
its attorney Dirk Arhelger
in the presence of:

) **KERLING NEWCO 2 LIMITED** by its
) attorney **REDACTED**
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) **REDACTED**

Signature of witness:

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Name (IN BLOCK CAPITALS):

Head of Corporate Finance

Address:

— **REDACTED**

EXECUTED as a **DEED** by
INEOS QUATTRO FINANCE 1 PLC
acting by

its attorney Dirk Arhelger
in the presence of:

) **INEOS QUATTRO FINANCE 1 PLC**
) by its attorney

) **REDACTED**
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) **REDACTED**

Signature of witness:

Name (IN BLOCK CAPITALS):

Head of Corporate Finance

Address:

_____ **REDACTED**

EXECUTED as a **DEED** by
INEOS QUATTRO FINANCE 2 PLC
acting by

its attorney Dirk Arhelger
in the presence of:

) **INEOS QUATTRO FINANCE 2 PLC**
) by its attorney **REDACTED**
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) **REDACTED**
)

Signature of witness:

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Name (IN BLOCK CAPITALS):

Head of Corporate Finance

Address:

— **REDACTED**

THE SECURITY AGENT

EXECUTED by

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED acting by:

acting by: charlotte Davidson

REDACTED

as Authorised Signatory: _____

Address: Issuer Services, Level 22 Canada Square
London E14 5HQ

Attention: Issuer Services Trustee Administration

Email: ctla.trustee.admin@hsbc.com