



Companies House

MR01 (ef)

Registration of a Charge

Company name: **INEOS EUROPEAN HOLDINGS LIMITED**
Company number: **05310700**

Received for Electronic Filing: **06/06/2013**



Details of Charge

Date of creation: **05/06/2013**
Charge code: **0531 0700 0037**
Persons entitled: **BARCLAYS BANK PLC**
Brief description: **N/A**
Contains fixed charge(s).
Notification of addition to or amendment of charge.

Authentication of Form

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

Authentication of Instrument

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

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5310700

Charge code: 0531 0700 0037

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th June 2013 and created by INEOS EUROPEAN HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th June 2013 .

Given at Companies House, Cardiff on 7th June 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is made on 5 June, 2013

BY INEOS EUROPEAN HOLDINGS LIMITED

WHEREAS:

- A. Reference is made to the credit agreement dated as of 27 April 2012 made between, amongst others, INEOS US Finance LLC and INEOS Finance plc, as Borrowers, Barclays Bank PLC, as Administrative Agent and Security Agent and the Lenders referred to therein (as amended, restated, refinanced, replaced, supplemented and/or waived from time to time) (the "Senior Facilities Agreement").
- B. The undersigned Obligor is party to a second amended and restated Ontario law security agreement in respect of certain bank accounts dated 29th May 2012 with Barclays Bank PLC (the "Security Document").
- C. The Senior Facilities Agreement has been amended and restated by way of Amendment No. 1 to the Credit Agreement dated May 8 2013 (the "SFA Amendment").
- D. Pursuant to Section 2 of Part 2 of Schedule 1 (*Documentary Conditions Precedent*) to the SFA Amendment, the undersigned Obligor is required to provide this Supplemental Agreement with respect to the SFA as amended by the SFA Amendment (the "Amended SFA").

NOW IT IS HEREBY AGREED:

1. In this Supplemental Agreement words and expressions defined in the Amended SFA shall, unless otherwise defined herein, have the same meaning when used herein.
2. This Supplemental Agreement constitutes a Senior Finance Document for the purposes of the Amended SFA.
3. The undersigned Obligor hereby represents, warrants and confirms to and for the benefit of each Secured Party (as defined in the Security Document) on the date hereof that:
 - (a) the Security Interests created by the Security Document extend to its liabilities and obligations under the Amended SFA (including any new liabilities or obligations which might be incurred as a consequence of the amendments to the Senior Facilities Agreement effected by the SFA Amendment), and that its obligations arising under or in connection with the SFA Amendment, the Amended SFA and the Security Document constitute obligations secured under the Security Document;
 - (b) the Security Document and the Security Interests created or conferred thereunder

continue in full force and effect in accordance with their terms, notwithstanding the SFA Amendment and the amendments to the SFA effected thereby; and

- (c) all references to the "Senior Facilities Agreement" or similar references to the Senior Facilities Agreement in the Security Document shall include, mean and be a reference to the Amended SFA without any further action being required by the parties thereto.
4. The undersigned Obligor, as general and continuing collateral security for the due payment and performance of its Indebtedness, charges and assigns to the Security Agent (for its own benefit and for the benefit of the other Secured Parties), and grants to the Security Agent (for its own benefit and for the benefit of the other Secured Parties) the security interest described in clause 2 of the Security Document as if that clause were set out in this Supplemental Agreement in full.
 5. Clauses 16 (Communication) and 24 (Governing Law; Attornment) of the Security Document shall be deemed incorporated *mutatis mutandis* in this Supplemental Agreement as if set out herein.
 6. Delivery of an executed signature page to this Supplemental Agreement by the undersigned Obligor by facsimile or other electronic form of transmission shall be as effective as delivery of a manually executed copy of this Supplemental Agreement by the undersigned Obligor.

[Signatures on the next following page]

IN WITNESS whereof this Supplemental Agreement has been duly executed on the date first written above.

INEOS EUROPEAN HOLDINGS LIMITED

By: 

Name: GERMINE LEAUX

Title: Director