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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

15

2695034

100317/13

Name of company

* Evonik Degussa UK Holdings Limited (the "Chargor")

Date of creation of the charge

6 August 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

A charge over securities made between (1) the Chargor as chargor and (2)
the Trustee (as defined below) (the "Charge over Securities")

Amount secured by the mortgage or charge

Please see Part 1 of the attached continuation sheets, to be read in
conjunction with Part 4, which contains applicable definitions.

Names and addresses of the mortgagees or persons entitled to the charge

Laporte Group Pension Trustees Limited, Tego House, Chippenham Drive,
Kingston, Milton Keynes, Buckinghamshire (the "Trustee")

Postcode MK10 0AF

Presentor's name address and
reference (if any)

Geneva Stapleton

Evonik Degussa UK Holdings Limited
Tego House, Chippenham Drive
Kingston, Milton Keynes
Bucks MK10 0AF

Time critical reference

For official Use (06/2005)

Mortgage Section

SATURDAY



AX17H242

A03

09/08/2008

COMPANIES HOUSE

153

Short particulars of all the property mortgaged or charged

Please see Part 2 of the attached continuation sheets, to be read in conjunction with Part 4, which contains applicable definitions

Please see Part 3 of the attached continuation sheets, which contains a summary of certain covenants contained in the Charge, to be read in conjunction with Part 4, which contains applicable definitions

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

7

August 2008

On behalf of [company] ~~XXXXXXXXXXXX~~ †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Evonik Degussa UK Holdings Limited

Schedule to Form 395

Part 1

Amount secured by the mortgage or charge

The "**Secured Liabilities**", defined in Clause 2.2 (*Definition of Secured Liabilities*) of the Charge over Securities to mean the aggregate of all moneys and liabilities (whether actual or contingent) from time to time due, owing or incurred by the Company, the Chargor or any other subsidiary or associated company of the Company/to the Trustee under or in connection with the Finance Documents, including in particular but without limitation Clauses 5.1 (*Company obligation – Default Event*) and 5.2 (*Company obligation – Expiry Date*) of the Contingent Funding Agreement

Part 2

Short particulars of all the property mortgaged or charged

1 The Securities

As security for the payment and discharge of the Secured Liabilities, the Chargor in Clause 3 and Paragraph 2.1 of Schedule 1 of the Charge over Securities, charges to the Trustee with full title guarantee (subject to any Security Interests which may have arisen or may arise pursuant to the rules and regulations of any Settlement System) by way of first fixed charge

- (a) the Initial Securities,
 - (b) any Substitute Securities and any other securities which are Eligible Collateral
 - (i) which the Chargor or its nominees specifies in writing from time to time are to be the subject of this security, and
 - (ii) save in the case of Uncertificated Securities, which (or the certificates or other documents of title in respect of which) are from time to time deposited with the Trustee or its nominees in connection with this security,
 - (c) any Derivative Rights, and
 - (d) any Uncertificated Rights,
- (together, the "**Security Assets**")

2 Additional to other rights

The security is in addition to (and shall not merge with, otherwise prejudice or affect or be prejudiced or affected by) any other right, remedy, guarantee, indemnity or Security Interest which may be or have been created in favour of the Trustee. Accordingly, the security may be enforced notwithstanding the existence or invalidity of all or any of the same and also notwithstanding the Trustee at any time exchanging,

releasing, varying, abstaining from perfecting or enforcing or otherwise dealing or omitting to deal with all or any of the same

Part 3 Covenants

- 1 In Paragraph 1 (*No disposals or security interests*) of Schedule 2 of the Charge over Securities, the Chargor covenants that it will not, without the prior written consent of the Trustee
 - (a) sell, transfer, alienate or agree (conditionally or unconditionally) to sell, transfer, alienate or otherwise deal in any way with any of the Securities, or
 - (b) create (or permit to be created) or suffer to subsist any Security Interest over any of the Securities (whether ranking in priority to, pari passu with or subsequent to this security) other than
 - (i) in favour of the Trustee, and
 - (ii) any floating charge over any Uncertificated Securities in favour of a Settlement Bank or a CREST Participant or any other Security Interest which has arisen pursuant to the rules and regulations of the relevant Settlement System
- 2 In Paragraph 4 (*No prejudice*) of Schedule 2 of the Charge over Securities, the Chargor covenants that it shall not do or permit or suffer to be done anything (insofar as it is within the power of the Chargor) which may in any way depreciate, jeopardise or otherwise prejudice the value of the Securities and will immediately inform the Trustee of any such matter
- 3 In Paragraph 5 (*Further assurance*) of Schedule 2 of the Charge over Securities, the Chargor covenants that
 - (a) it shall (and shall procure that its nominees shall) at its own expense execute and do all such assurances, acts and things as the Trustee may reasonably require for perfecting or protecting its security over the Securities or any of them or for facilitating the realisation of the same and in the proper exercise of all powers, authorities and discretions vested in the Trustee The Chargor shall in particular execute all transfers, conveyances, assignments, assurances and legal mortgages of the Securities whether to the Trustee or to its nominees and give all notices, orders and directions which the Trustee may reasonably require, and
 - (b) notwithstanding (a), unless (and then only to the extent that) the security has become enforceable, the Chargor shall not be obliged to
 - (i) execute any transfer, conveyance, assignment, assurance or legal mortgage of any Securities to the Trustee, its nominees or any of them,
 - (ii) make any registration (if applicable) of the security, or

- (iii) procure that its nominees or any of them take any action described in paragraphs (i) or (ii) above

Part 4 **Definitions**

1 Any terms used but not defined in this Schedule or in the Form 395 have the meanings given to them in the Charge Over Securities

2. In this Schedule

"Certificated Securities" means those Securities which are not Uncertificated Securities

"Chargor Agent" means any CREST Participant acting on behalf of the Chargor in respect of the Uncertificated Securities

"Collateral" means security for the obligations of the Company in favour of the Trustee which satisfies the following requirements.

- (a) the security must consist of a first legal charge over Collateral Assets,
- (b) the charge must be enforceable (in accordance with the provisions of the Agreement) on the Expiry Date or on any Default Event, and
- (c) the charge must be in the form of the agreed form charge deed annexed to this Agreement or otherwise agreed from time to time by the Company and the Trustees

"Collateral Assets" means the assets from time to time which are subject to the Collateral Those assets must satisfy the following requirements

- (a) the assets must be
 - (i) United Kingdom Government fixed interest or index-linked securities, or
 - (ii) other assets which have been approved in writing as security by the Trustee before they became subject to the Collateral, and
- (b) the Company must demonstrate the following to the reasonable satisfaction of the Trustee before the assets become subject to the Collateral
 - (i) that there are no moneys or liabilities outstanding or payable in respect of the assets to the issuer of them,
 - (ii) that the Chargor is lawfully entitled to grant a charge over the assets in favour of the Trustee, and
 - (iii) that the assets are fully transferable to the Trustee, or to a nominee on behalf of the Trustee as the Trustee may direct, without restriction

"Company" means Evonik Degussa UK Holdings Limited (registered number 2695034) whose registered office is at Tego House, Chippenham Drive, Kingston, Milton Keynes, Buckinghamshire MK10 0AF

"Contingent Funding Agreement" means the agreement dated 21 June 2007 and made between the Company and the Trustee pursuant to which the Company established a contingent funding arrangement

"CREST" means the relevant system (within the meaning of the Uncertificated Securities Regulations 2001) operated by Euroclear UK & Ireland Limited (formerly CRESTCo Limited)

"CREST Participant" means a sponsoring system participant (within the meaning of the Uncertificated Securities Regulations 2001) in respect of CREST

"Derivative Rights" in relation to the Securities, means all dividends, distributions, interest and other income paid or made in respect thereof and all voting rights, benefits, money or property accruing or arising in respect of the Securities at any time.

"Eligible Collateral" means any securities which comply with the requirements set out in the definition of "Collateral Assets"

"Finance Documents" means both or either of the Contingent Funding Agreement and the Charge over Securities

"Initial Securities" means the 2.5% Index-linked Treasury Stock 2024 (GB0008983024), provided always that other securities may be bought or substituted at any time by agreement between the Company and the Trustee

"Secondary Securities" means any Substitute Securities and any other securities which are Eligible Collateral

- (a) which the Chargor or its nominees specifies in writing from time to time are to be the subject of this security, and
- (b) save in the case of Uncertificated Securities, which (or the certificates or other documents of title in respect of which) are from time to time deposited with the Trustee or its nominees in connection with this security

"Securities" means all and any of the Initial Securities and the Secondary Securities

"Security Interest" means any debenture, mortgage, charge, pledge, lien, assignment, hypothecation, right of set-off or combination of accounts, title retention or other arrangement or agreement the effect of which is the creation of security

"Settlement Bank" means any settlement bank (within the meaning of the Uncertificated Securities Regulations 2001) in respect of CREST.

"Settlement System" means any settlement system in which any Uncertificated Securities are held from time to time including CREST

"Substitute Securities" means the new securities which are Eligible Collateral and are substituted for all or part of the Securities

"Uncertificated Rights" means all of the Chargor's rights whatsoever present or future in, against and to

- (a) any Chargor Agent,
- (b) any account (forming part of CREST) in favour of the Chargor or its Chargor Agent, and
- (c) any payment obligation (and the proceeds thereof) of any Settlement Bank

in each case arising in respect of or in connection with the Uncertificated Securities save to the extent of any Derivative Rights

Uncertificated Securities" means those Securities which are held in uncertificated form in respect of which title may be transferred by means of CREST



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 2695034
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER SECURITIES
DATED 6 AUGUST 2008 AND CREATED BY EVONIK DEGUSSA
UK HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY OR ANY OTHER
SUBSIDIARY OR ASSOCIATED COMPANY OF THE COMPANY
TO LAPORTE GROUP PENSION TRUSTEES LIMITED ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 9 AUGUST
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 AUGUST 2008

Pargels



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES