

# MG04



Application for registration of a memorandum of  
satisfaction that part (or the whole) of the property charged  
(a) has been released from the charge; (b) no longer forms  
part of the company's property

☒ **What this form is for**  
You may use this form to register a  
memorandum of satisfaction where  
part or the whole of the property  
has a) been released from the  
charge or b) ceased to form part of  
the property

☒ **What this form is NOT for**  
You cannot use this form to register  
a memorandum of satisfaction  
where part or the whole of the  
property a) has been released from  
the charge or b) no longer forms  
part of the company's property for  
company registered in Scotland  
do this, please use MG04s

For further information, please  
visit [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



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LD6

09/07/2010

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COMPANIES HOUSE

FRIDAY

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## Company details

Company number 0 3 9 3 8 6 0 7

Company name in full INEOS INVESTMENTS INTERNATIONAL LIMITED

5 ☐ ☐ ☐ 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

## Creation of charge

Date charge created 2 1 0 9 2 0 1 0 7

Description ① Financial instruments account pledge relating to shares of Naphtachimie SA  
and Oxochimie SAS (the "Financial Instruments Account Pledge")

Date of registration ② 0 4 1 0 2 0 1 0 7

① You should give a description of  
the instrument (if any) creating or  
evidencing the charge,  
e.g. 'Legal charge'

② The date of registration may be  
confirmed from the certificate

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## Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the  
debenture holders

Name BARCLAYS BANK PLC

Address 5 THE NORTH COLONNADE, CANARY WHARF

LONDON

Postcode E 1 4 4 B B

Name

Address

Postcode

Name

Address

Postcode

### Continuation page

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

**MG04**

Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

**4****Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**

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

Short particulars

SEE CONTINUATION SHEETS

**5****Satisfaction of the property charged**

I confirm that with respect to the charge described above that ①

- ☐ part of the property  
☒ the whole of the property

has ①

- ☒ been released from the charge  
☐ ceased to form part of the company's property or undertaking  
☐ been released from the charge and ceased to form part of the company's property

① Please tick one box only

**6****Signature**

Please sign the form here

Signature

Signature

X *Laughton and May*  
*(on behalf of the Company)* X

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

## MG04

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### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **ANNIE BOWDEN**

Company name  
**SLAUGHTER AND MAY**

Address **ONE BUNHILL ROW**

Post town **LONDON**

County/Region

Postcode 

E	C	1	Y		8	Y	Y
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Country **UK**

DX

Telephone



### 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 correctly completed the charge details in Section 2
- ☐ You have given the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the details of the short particulars of the property charged
- ☐ You have completed both parts of Section 5
- ☐ You have signed the form



### Important information

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



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

## MG04 - continuation page

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Pursuant to clause 2 1 (*Pledge*) of the Financial Instruments Account Pledge, as security for the full payment, discharge and performance by the Pledgor of the Secured Indebtedness, the Pledgor agreed to pledge for the benefit of the Security Agent and the other Beneficiaries, who accept, each Pledged Account in accordance with Article L 431-4 of the French *Code Monétaire et Financier*

Pursuant to clause 3 1 (*Scope of the Pledge*) of the Financial Instruments Account Pledge, in accordance with Article L 431-4 of the French *Code Monétaire et Financier*, in addition to all financial instruments initially registered in each Pledged Account, those which may be substituted therefor or added thereto in any manner whatsoever, as well as all Cash Proceeds are automatically incorporated in the scope of the relevant Pledge without any such operation constituting in any manner a novation of the rights or the security granted to the Beneficiaries under the relevant Pledge

Pursuant to clause 3 2 (*Scope of the Pledge*) of the Financial Instruments Account Pledge, if the Pledgor subsequently subscribes or purchases in any manner whatsoever other financial instruments issued by the relevant Company that are not automatically included in the scope of the relevant Pledge pursuant to clause 3 1 of the Financial Instruments Account Pledge, the Pledgor must transfer those financial instruments to the relevant Pledged Account and the said financial instruments shall therefore be included in the scope of the relevant Pledge in accordance with Article L 431-4(I) of the French *Code Monétaire et Financier*

#### Definitions

In this Form MG04

"**Beneficiaries**" means the Senior Finance Parties, the BP Collateral Agent and the BP Creditors, together with each of their assignees, transferees and successors On the date of the Financial Instruments Account Pledge, the Beneficiaries were the entities listed in schedule 1 of the Financial Instruments Account Pledge

"**BP Collateral Agent**" means BP International Limited as collateral agent for the BP Creditors

"**BP Creditors**" has the meaning given to it in the Intercreditor Deed

"**Cash Proceeds**" has the meaning given to it in clause 3 4 of the Financial Instruments Account Pledge

"**Company**" means Naphtachimie or Oxochimie

"**Guaranteed Obligations**" means all present and future payment obligations in respect of any sums in principal, interests, default interest, expenses, costs or other incidentals, due or which may be due by the Pledgor to the BP Collateral Agent and/or any BP Creditor as further defined in the Financial Instruments Account Pledge

"**Intercreditor Deed**" means the intercreditor deed entered into on 16 December 2005 (as amended, restated, supplemented and/or waived from time to time) between, amongst others, the Obligors (as defined therein), the BP Collateral Agent, each of the original Senior Finance Parties referred to therein and the Security Agent

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### Short particulars of all the property mortgaged or charged

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Short particulars

**"Naphtachimie"** means Naphtachimie, a *société anonyme* incorporated under the laws of France, with a share capital of EUR 21,343,000 having its registered office at La Défense, 6, 2 place de la Coupole, 92400 Courbevoie, France, registered in France under number 542 041 421 RCS Nanterre

**"Naphtachimie Pledge"** means the pledge over a financial instruments account in which all of the shares of Naphtachimie held by the Pledgor are registered, such shares held by the Pledgor representing on the date of the Financial Instruments Account Pledge 49 99% of the share capital of Naphtachimie

**"Oxochimie"** means Oxochimie, a *société par actions simplifiée* incorporated under the laws of France, with a share capital of EUR 9,810,000, having its registered office at 420 rue Estienne d'Orves, 92700 Colombes, France, registered in France under number 662 048 883 RCS Nanterre

**"Oxochimie Pledge"** means the pledge over a financial instruments account in which all of the shares of Oxochimie held by the Pledgor are registered, such shares held by the Pledgor representing on the date of the Financial Instruments Account Pledge 49 99% of the share capital of Oxochimie

**"Pledges"** means collectively the Naphtachimie Pledge and the Oxochimie Pledge

**"Pledged Account"** means, in respect of each Pledge, the (i) special financial instruments account the details of which are specified in the relevant Statement of Pledge, opened in the name of the Pledgor in the books of the relevant Company as account holder (*teneur de compte*), in which the relevant financial instruments are registered and (ii) the relevant Special Cash Account

**"Pledgor"** means INEOS Investments International Limited (formerly INEOS Holdings (Fluor & Silicas) Limited)

**"Secured Indebtedness"** means, together, the Senior Finance Party Indebtedness and the Guaranteed Obligations

**"Security Agent"** means Barclays Bank PLC acting for itself and as agent on behalf and for the account of the other Beneficiaries

**"Senior Facilities Agreement"** means the senior facilities agreement dated 14 December 2005 (as amended, restated, supplemented or otherwise modified from time to time) between, amongst others, Ineos Group Limited (as Parent), Ineos Holdings Limited (the **"Principal Obligor"**), certain subsidiaries of the Principal Obligor as Borrowers and/or Guarantors and Barclays Bank PLC as Facility Agent and Security Agent

**"Senior Finance Parties"** has the meaning given to that term in the Senior Facilities Agreement

**"Senior Finance Party Indebtedness"** means all present and future payment obligations in respect of any sums in principal, interests, default interest, expenses, costs or other incidentals, due or which may be due by the Pledgor to the Beneficiaries (or any of them) as further defined in the Financial Instruments Account Pledge

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Short particulars

**"Special Cash Account"** means, in respect of each Pledge, the special bank account opened in the name of the Pledgor in the books of the Special Cash Account Holder the details of which are specified in the relevant Statement of Pledge, which pursuant to Article 431-4 of the French *Code Monétaire et Financier*, forms part of the Pledged Account

**"Special Cash Account Holder"** means the bank which is the account holder of each Special Cash Account, being BNP Paribas

**"Statement of Pledge"** means, in respect of each Pledge, the statement of pledge (*déclaration de gage de compte d'instruments financiers*) in the form attached as schedule 2 to the Financial Instruments Account Pledge relating to that Pledge