

034666 / 13

M

COMPANIES FORM No. 395

395

CHWP000

Please do not
write in
this margin*Please complete
legibly, preferably
in black type, or
bold block lettering***Particulars of a mortgage or charge****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

2

4215862

Name of company

* Ineos Group Holdings PLC (the "Charging Company")

* insert full name
of Company

Date of creation of the charge

7 February 2006

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

Second ranking charge (the "Second Ranking Charge") dated 7 February 2006 between the Charging
Company and Bank of New York as high yield note trustee (the "High Yield Note Trustee")

Amount secured by the mortgage or charge

Please refer to Part 2 of the attached Continuation Sheet.

Please refer to Part 1 of the attached Continuation Sheet for definitions.

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

Bank of New York, One Canada Square, London

Postcode E14 5AL

Presentor's name address and
reference (if any) :Shearman & Sterling (London)
LLP, Broadgate West, 9 Appold
Street, London, EC2A 2APFor official Use (06/2005)
Mortgage Section

Time critical reference

LD2
COMPANIES HOUSE220
13/02/2006

Short particulars of all the property mortgaged or charged

Please refer to Part 3 of the attached Continuation Sheet.

Part 4 of the attached Continuation Sheet contains covenants by and restrictions on the Charging Company which protect and further define the Liens created by the Second Ranking Charge and which must be read as part of those Liens.

N.B. Please refer to Part 1 of the attached Continuation Sheet for 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)

Signed Freemason & Sterling (London) LLP Date 13 February 2006

On behalf of [company] [mortgagee/chargee][†]

**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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Continuation Sheet to Form 395

PART 1

Definitions

In this form 395, so far as the context admits, the following expressions have the following meanings:

"BP Collateral Agent" has the meaning given to it in the Intercreditor Deed;

"Charged Assets" means the assets from time to time the subject of any Liens created or purported to be created by or pursuant to the Second Ranking Charge and, where the context permits, the proceeds of sale of such assets;

"Declared Default" means an Event of Default which is continuing in respect of which the High Yield Note Trustee has given notice of intention to enforce pursuant to clause 16.2 (*Notice of Intention to Enforce*) of the Intercreditor Deed;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the High Yield Note Trustee;

"Distribution Rights" means all dividends, distributions and other income paid or payable on a Subsidiary Share, together with all shares or other property derived from that Subsidiary Share and all other allotments, accretions, rights, assets, benefits and advantages of all kinds related to, accruing, offered or otherwise derived from or incidental to that Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Event of Default" means any event specified in Section 6.01 (*Events of Default*) of the High Yield Note Indenture;

"First Ranking Third Party Charge" means a charge dated 16th December 2005 and granted by Ineos Group Holdings plc in favour of the Senior Security Agent;

"High Yield Note Documents" has the meaning given to it in the Intercreditor Deed;

"High Yield Note Indenture" means the indenture dated 7 February 2006 between, amongst others, the Charging Company as issuer and the High Yield Note Trustee as trustee;

"High Yield Note Liabilities" has the meaning given to it in Part 2 of this Continuation Sheet and includes any liabilities which would be treated as such but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings;

"High Yield Notes" has the meaning given to it in the Intercreditor Deed;

"High Yield Proceeds Funding Loan" has the meaning given to it in the High Yield Note Indenture;

"Intercompany Loan Agreement" means the High Yield Proceeds Funding Loan;

"Intercreditor Deed" means the intercreditor deed entered into on 16th December 2005 between, amongst others, the Obligors referred to therein, the BP Collateral Agent, each of the Senior Lenders referred to therein and the Senior Security Agent and the High Yield Note Trustee and as amended by a deed dated 13th January 2006 and amended and restated by a deed dated 31st January 2006 and amended pursuant to a deed dated 6th February 2006 (and as further amended and/or restated from time to time);

"Lien" has the meaning given to it in the High Yield Note Indenture;

"Note Creditors" means the High Yield Note Trustee and the High Yield Noteholders;

"Obligor" means any Subsidiary of the Charging Company that gives any guarantee in favour of the High Yield Note Trustee or any other Note Creditor;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Assets;

"Second Secured Discharge Date" has the meaning given to it in the Intercreditor Deed;

"Senior Discharge Date" has the meaning given to it in the Intercreditor Deed;

"Senior Lenders" has the meaning given to it in the Intercreditor Deed;

"Senior Security Agent" has the meaning given to it in the Intercreditor Deed; and

"Subsidiary Shares" means all shares owned by the Charging Company (now or in the future) in Ineos Holdings Limited, including those listed against its name in the Schedule to this Continuation Sheet.

PART 2

Amount to be secured by the mortgage or charge

All money or liabilities due, owing or incurred to the High Yield Note Trustee and/or any other Note Creditors and/or any Receiver or Delegate by the Charging Company or any other Obligor under any High Yield Note Document (including, without limitation, under any amendments, supplements or restatements of any High Yield Note Documents however fundamental (to the extent permitted under the High Yield Note Documents) or in relation to any further issues of High Yield Notes under the High Yield Note 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 and including all liabilities in connection with any notes, bills or other instruments accepted by the High Yield Note Trustee and/or any other Note Creditors and/or any Receiver for or at the request of the Charging Company or an Obligor, and all losses incurred by any High Yield Note Trustee and/or any other Note Creditors and/or any Receiver or Delegate in connection with any High Yield Note Document (including, without limitation, under any amendments, supplements or restatements of any High Yield Note Documents however fundamental (to the extent permitted under the High Yield Note Documents) or in relation to any further issues of High Yield Notes under the High Yield Note Documents (the "**High Yield Note Liabilities**").

PART 3

Short particulars of all property mortgaged or charged

1. Pursuant to Clause 3.1 (*Fixed charges*) of the Second Ranking Charge, the Charging Company, as security for the payment of the High Yield Note Liabilities, charges in favour of the High Yield Note Trustee (for the benefit of the High Yield Note Trustee and the other Note Creditors) with full title guarantee a fixed charge over all the Subsidiary Shares and all corresponding Distribution Rights, both present and future, from time to time owned by the Charging Company or in which it has an interest.
2. Pursuant to Clause 3.2 (*Security assignment*) of the Second Ranking Charge:
 - (a) Prior to the later of the Senior Discharge Date and the Second Secured Discharge Date, the Charging Company thereby, as security for the payment of the High Yield Note Liabilities, charges in favour of the High Yield Note Trustee (for the benefit of the High Yield Note Trustee and the other Note Creditors) with full title guarantee by way of fixed charge all its rights and interests present and future in respect of such Intercompany Loan Agreement, together with the benefit of all its rights, claims and remedies in respect of such Intercompany Loan Agreement.
 - (b) On and following the later of the Senior Discharge Date and the Second Secured Discharge Date, the Charging Company thereby, as security for the payment of the High Yield Note Liabilities, assigns absolutely (subject to the right to reassignment on redemption pursuant to Clause 21.7 (*Covenant to Release*) of the Second Ranking Charge), to the High Yield Note Trustee all its rights, title and interest in the Intercompany Loan Agreement, together with the benefit of all its rights, claims and remedies in respect of such Intercompany Loan Agreement.
 - (c) Until the occurrence of a Declared Default, but subject to Clause 6.5 (*Intercompany Loan Agreement*) of the Second Ranking Charge, the Charging Company may continue to deal with the counterparties to the relevant Intercompany Loan Agreement.
3. Pursuant to Clause 3.3 (*Exceptions to the security*) of the Second Ranking Charge, the security created pursuant to Clause 3 (*Charging Clause*) of the Second Ranking Charge 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. Pursuant to Clause 3.4 (*Fixed and floating security*) of the Second Ranking Charge, if for any reason any Lien in respect of any asset created or purported to be created pursuant to Clause 3 (*Charging Clause*) of the Second Ranking Charge as a fixed charge or assignment, does not, or ceases to, take effect as a fixed charge or assignment, then they shall take effect as a floating charge in respect of such asset. However it is the intent of the parties that the Liens over other Charged Assets shall remain unaffected.

PART 4

Covenants and Restrictions

1. Pursuant to Clause 2.2 (*Continuing security*) of the Second Ranking Charge, the security created under the Second Ranking Charge shall be continuing security notwithstanding any intermediate payment or settlement of all or any part of the High Yield Note Liabilities or any other matter or thing.
2. Pursuant to Clause 2.3 (*Other security*) of the Second Ranking Charge, the 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 High Yield Note Trustee and/or any other Note Creditors, any Receiver or Delegate or any other person may after the date of the Second ranking Charge hold for any of the High Yield Note Liabilities, and the security may be enforced against the Charging Company without first having recourse to any other rights of the High Yield Note Trustee or any other Note Creditors, any Receiver or Delegate.
3. Pursuant to Clause 2.4 (*Ranking of Fixed Charges*) of the Second Ranking Charge, the fixed charges created pursuant to Clause 3.1 (*Fixed charges*) of the Second Ranking Charge and Clause 3.2(a) (*Security assignment*) of the Second Ranking Charge shall, prior to, but not after the date of release of the First Ranking Third Party Charge, rank behind the First Ranking Third Party Charge.
4. Pursuant to Clause 4 (*Further Assurance*) of the Second Ranking Charge:
 - (a) The Charging Company will, at its own expense, promptly following request by the High Yield Note Trustee, execute such deeds and other agreements and otherwise take whatever action the High Yield Note Trustee may reasonably require:
 - (i) to perfect and/or protect the security created (or intended to be created) by the Second Ranking Charge;
 - (ii) to facilitate the realisation or enforcement of such security;
 - (iii) to facilitate the exercise of any of the High Yield Note Trustee's rights, powers or discretions under the Second Ranking Charge; and/or
 - (iv) to confer on the High Yield Note Trustee security over any assets of the Charging Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Second Ranking Charge,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 the Charging Company under Clause 4 (*Further Assurance*) of the Second Ranking Charge will contain clauses corresponding to the provisions set out in the Second Ranking Charge.
5. Pursuant to Clause 6.5 (*Intercompany Loan Agreement*) of the Second Ranking Charge, the Charging Company will:
 - (a) not make or agree to make any amendments to the Intercompany Loan Agreement, waive any of its rights under the Intercompany Loan Agreement or exercise any right to terminate any of the Intercompany Loan Agreement, except as permitted pursuant to the High Yield Note Documents or with the prior consent of the High Yield Note Trustee;
 - (b) the Charging Company shall promptly following execution of the Second Ranking Charge or, if later, upon execution of the relevant document (unless such document is executed after the

later of the Senior Discharge Date and the Second Secured Discharge Date, in which case Clause 6.5(a)(ii) of the Second Ranking Charge shall not apply), serve (with a copy to the High Yield Note Trustee) a notice to the other parties to the Intercompany Loan Agreement. Such notice will be given in substantially the form set out in Schedule 2 (*Form of notice to counterparties of Intercompany Loan Agreement*) of the Second Ranking Charge. The Charging Company will procure that each party served with any such notice countersigns and returns the notice to the High Yield Note Trustee within 14 days of the date of this Deed; and

- (c) promptly after the later of the Senior Discharge Date and the Second Secured Discharge Date, or if later, upon execution of the relevant document (the "**Relevant Document**"), give notice to the other parties to the Intercompany Loan Agreement that it has assigned its rights under the Intercompany Loan Agreement to the High Yield Note Trustee under the Second Ranking Charge. Such notice will be given in substantially the form set out in Schedule 3 (*Form of notice to counterparties of Intercompany Loan Agreement*) of the Second Ranking Charge. The Charging Company will procure that each party served with any such notice countersigns and returns the notice to the High Yield Note Trustee within 14 days of the Senior Discharge Date or the Relevant Document, as the case may be.
6. Pursuant to Clause 7 (*Attorney*) of the Second Ranking Charge, the Charging Company, by way of security, irrevocably and severally appoints the High Yield Note Trustee, each Receiver and any person nominated for the purpose by the High Yield Note Trustee or any Receiver (in writing and signed by an officer of the High Yield Note Trustee 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 the Second Ranking Charge, or which may be required or deemed proper in the exercise of any rights or powers conferred on the High Yield Note Trustee or any Receiver under the Second Ranking Charge or otherwise for any of the purposes of the Second Ranking Charge, and the Charging Company covenants with the High Yield Note Trustee 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 Charging Company has failed to comply with its further assurance obligations pursuant to Clause 4 (*Further Assurance*) of the Second Ranking Charge or a perfection obligation pursuant to the Second Ranking Charge.
7. Pursuant to Clause 17 (*Set-off*) of the Second Ranking Charge, the High Yield Note Trustee and each other Note Creditor may at any time whilst an Event of Default is continuing set off any matured obligation due from the Charging Company in respect of the High Yield Note Liabilities (to the extent beneficially owned by that Note Creditor) against any matured obligation owed by it to the Charging Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the High Yield Note Trustee or each Note Creditor may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

Schedule

Details of the Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Ineos Group Holdings plc	Ineos Holdings Limited	11,500,131 Ordinary Shares	N/A

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04215862

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECOND RANKING CHARGE DATED THE 7th FEBRUARY 2006 AND CREATED BY INEOS GROUP HOLDINGS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR ANY OTHER OBLIGOR TO BANK OF NEW YORK AND/OR ANY OTHER NOTE CREDITORS AND/OR ANY RECEIVER OR DELEGATE 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 13th FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th FEBRUARY 2006.

P. a



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES