

INEOS ENTERPRISES GROUP LIMITED
(the "Company")



WRITTEN RESOLUTION OF THE SHAREHOLDERS

I hereby certify that the following resolutions were passed as written resolutions by the members of the Company on 29 December 2006, with resolution number 5 being passed as an ordinary resolution and resolution number 6 being passed as a special resolution

5. **THAT** the authorised share capital of the Company be increased from £2,600 to £32,066 08 by the creation of 2,946,608 Business Tracker Shares of £0 01 each, having the rights set out in the Articles of Association as adopted pursuant to resolution 6 below, and
6. **THAT** the regulations in the form and print annexed hereto be adopted as the new articles of association of the Company to replace in their entirety the existing articles of association

Martin H Stokes
Company Secretary



COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

INEOS ENTERPRISES GROUP LIMITED

(Adopted on 29 December 2006)

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INEOS ENTERPRISES GROUP LIMITED

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1. PRELIMINARY

1 1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as amended prior to the date of adoption of these articles (such Table being hereinafter called "**Table A**") shall apply to the Company save in so far as they are excluded or varied or are inconsistent with the following Articles and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Articles of Association of the Company

1 2 In regulation 1 of Table A, the words "and in Articles of Association adopting the same" shall be inserted after the first occurrence of the word "regulations" in the last paragraph of that regulation and the sentence "Any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force" shall be inserted at the end of that regulation.

1 3 Regulations 40, 41, 64, 73 to 80 (inclusive), 87, 90, 94 to 98 (inclusive), 101 and 118 of Table A shall not apply to the Company

2. INTERPRETATION

2 1 In these Articles, the following expressions shall have the following meanings, unless the context otherwise requires.

2005 Business Tracker Shares means the 2005 business tracker shares of 1 penny each,

"the Act" means the Companies Act 1985,

“acting in concert” has the meaning ascribed to it by the City Code on Takeovers and Mergers as in force from time to time,

“Business” means the business (or businesses) or a sub-business (or businesses), or a geographic region in which such a business or sub-business is carried on by any member of the Group, and to which the Scheme Committee designates any Business Tracker Share for the purposes of the Share Scheme,

“Business Tracker Shares” means the Business Tracker shares of 1 penny each and shall include the 2005 Business Tracker Shares,

“Change of Control” means the acquisition (whether by purchase, transfer, renunciation or otherwise) by any person not a Member at the date of adoption of these articles (a **Third Party Purchaser**) of any interest in any Shares if (a) before completion of that acquisition, the Third Party Purchaser, together with persons acting in concert or connected with him (together, the **Associated Parties**), did not hold more than 75% in nominal value of the Preference Shares, and (b) upon completion of that acquisition, the Associated Parties would hold more than 75% in nominal value of the Preference Shares,

“Come Along Notice” means a Come Along Notice as referred to in article 6 2,

“the Company” means INEOS Enterprises Group Limited, a company incorporated in England and Wales (under registered number 4687714) whose registered office is at Hawkslease, Chapel Lane, Lyndhurst, Hampshire SO43 7FG,

“connected with” has the meaning ascribed to it in section 839 Income and Corporation Taxes Act 1988 save that there shall be deemed to be control for that purpose whenever either section 416 or section 840 of that act would so require,

“Group” means the Company and its Subsidiaries,

“Listing” means either

- (a) the admission by the UK Listing Authority of all or any of the issued equity share capital of the Company to its Official List, and admission of such shares by London Stock Exchange to trading on its listed securities market, becoming effective, or
- (b) the granting of permission by the London Stock Exchange for the introduction of all or any of the issued equity share capital of the Company to the Alternative Investment Market, and such permission becoming effective, or
- (c) any equivalent admission to, or permission to deal on, any other Securities Exchange becoming unconditionally effective in relation to all or any of the issued equity share capital of the Company,

“London Stock Exchange” means London Stock Exchange plc or its successors from time to time,

“Member” means any registered holder of a Share at the relevant time,

“Non-Voting Preference Shares” means the non-voting preference shares of 1 penny each,

“Preference Shares” means the preference shares of 1 penny each,

“Preference Shareholder” means a holder of Preference Shares,

“Relevant Period” means the period from (a) 1 January of the calendar year in respect of which the relevant shares have been designated in accordance with Articles 3 7, 3 8 or 3 9 to (b) the date upon which the Scheme Committee makes its determination for the purposes of Article 5 1(b),

“Sale” means the making of one or more agreements (whether conditional or not) for the disposal, transfer, purchase, subscription or renunciation of any part of the share capital of the Company giving rise to a Change of Control and for the purposes of this definition **disposal** shall mean a sale, transfer, assignment or other disposition whereby a person ceases to be the absolute beneficial owner of the Share in question or voting rights attached thereto or an agreement to enter into such disposal or the grant of a right to compel entry into such an agreement,

“Scheme Committee” means the committee appointed by the board of directors of the Company with the authority to deal with the Share Scheme or such other committee as the board may determine from time to time,

“Securities Exchange” means any stock exchange or securities market which the Scheme Committee determines will provide a suitable market for trading in the Shares,

“Share” means any share in the capital of the Company,

“Share Scheme” means the INEOS Enterprises Group Employee Share Scheme,

“Subsidiary” means, in relation to the Company, a subsidiary within the meaning given by section 736 of the Act, and

“Third Party Purchaser” has the meaning ascribed to it in the definition of **Change of Control** and, where the relevant acquisition was effected by the renunciation of a renounceable letter of allotment, shall include the relevant renouncee

2 2 In these Articles, words importing a gender include every gender and references to persons shall include bodies corporate, unincorporated associations and partnerships

2 3 Words and expressions defined elsewhere in these Articles shall bear the meanings thereby ascribed to them

2 4 The headings in these Articles shall not affect their construction or interpretation

3. ALLOTMENT OF SHARES

3 1 The authorised share capital of the Company is £32.066 08 divided into 99.400 Preference Shares of £0 01 each, 600 Non-Voting Preference Shares of £0 01 each,

106,608 2005 Business Tracker Shares of £0.01 each and 3,000,000 Business Tracker Shares of £0.01 each (which figure does not include the 2005 Business Tracker Shares)

3.2 The Preference Shares, the Non-Voting Preference Shares, the 2005 Business Tracker Shares and the Business Tracker Shares shall each be separate classes of shares and shall carry the rights and be subject to the restrictions set out in these Articles but shall otherwise rank *pari passu* in all other respects

3.3 In accordance with section 91(1) of the Act sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company

3.4 The directors are generally and unconditionally authorised for the purposes of section 80 of the Act to exercise any power of the Company to allot, and grant rights to subscribe for or convert securities into, Shares up to the amount of the authorised share capital as at the date of adoption of these Articles at any time or times during the period of five years from such date and the directors may, after that period, allot any Shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said section 80) be renewed, revoked or varied by ordinary resolution

3.5 On a Listing, the Preference Shares and the Business Tracker Shares shall be converted into new ordinary shares of the same class (*New Shares*) on the basis that each Member shall receive the same proportion of the total number of New Shares which would be in issue immediately after conversion (if all outstanding options had been exercised in full) as the proportion of Surplus Assets that each Member would receive on a liquidation of the Company (if all outstanding options had been exercised in full) in respect of his holdings of Shares under article 5.1, as conclusively determined by the Scheme Committee. The Members shall pass all resolutions and the Company shall take all steps required to give effect to such conversion

3.6 The directors shall be entitled to issue Shares and securities without the issue of any share certificate representing such Shares or securities, and no Member shall be entitled to receive such a certificate, provided that the Company's Register of Members shall be amended accordingly as evidence of such issue. Regulation 6 in Table A shall be modified accordingly

3.7 With the exception of the 2005 Business Tracker Shares, where, in any calendar year, any Business Tracker Shares are allotted by the Company, such Business Tracker Shares shall for the purposes of these Articles, be designated to and shall be given the name of that year

3.8 The 2005 Business Tracker Shares shall, for the purposes of these Articles, be deemed to have been designated to and shall be given the name of the year 2005

3.9 The Scheme Committee may, in its absolute discretion, re-designate any Business Tracker Share to any year other than the year to which that Business Tracker Share has been designated pursuant to Articles 3.7 and 3.8 above. Following any such re-designation, the rights of such Business Tracker Share as set out in these Articles shall be amended accordingly

4. SHARES

4.1 The lien conferred by regulation 8 in Table A shall attach also to fully paid-up Shares, and the Company shall also have a first and paramount lien on all Shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Regulation 8 in Table A shall be modified accordingly.

4.2 The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment"

5. CAPITAL AND DIVIDENDS

5.1 When on a return of capital, whether on liquidation, capital reduction or otherwise, the total amount of the return of capital (the **Surplus Assets**) has been determined (whether by the Directors or otherwise) the Scheme Committee shall determine what amount of the Surplus Assets is attributable to or derived from each Business (each such amount determined to be attributable to a Business being a **Business Allocated Amount**). The Surplus Assets shall then be distributed as follows, in order of priority:

(a) firstly, the holders of the Preference Shares and the Non-Voting Preference Shares shall be entitled to an amount equal to the lower of

(i) the consolidated net asset value of the Company as at the date of launch of the Share Scheme, as determined by the Scheme Committee, but having regard to the valuation (if any) agreed with the HM Revenue & Customs at or around that time (the **Revenue Value**), and

(ii) the amount of the Surplus Assets,

and such amount shall be distributed amongst the holders of the Preference Shares and the Non-Voting Preference Shares in proportion to the number of any Preference Shares and Non-Voting Preference Shares held by them respectively. The Business Allocated Amounts shall be reduced by the amount of such distribution, with each Business Allocated Amount being reduced by a pro rata portion of such distribution,

(b) secondly, the holders of any Business Tracker Shares shall be entitled to receive an amount not exceeding 10% (or such higher percentage as the Scheme Committee may determine) of the Business Allocated Amount attributable to the Business to which the relevant Business Tracker Shares relate (before the distribution referred to in article 5.1(a)),

and each holder of a Business Tracker Share shall receive that portion of the relevant amount as the Scheme Committee may determine to be attributable to the

Relevant Period, in proportion to the numbers of relevant Business Tracker Shares held by them respectively, and

- (c) lastly, any remaining Surplus Assets shall be distributed amongst the holders of the Preference Shares and the Non-Voting Preference Shares in proportion to the number any of any Preference Shares and Non-Voting Preference Shares held by them respectively

5.2 If any profits of the Company are available to be, and are resolved by the Directors to be, distributed in any financial year, the Scheme Committee shall determine what portion of such profits after attributed interest and tax (**Profits**) is attributable to or derived from each Business (each such amount being a **Business Profits Amount**). The Profits shall then be distributed as follows, in order of priority

- (a) firstly, each holder of Preference Shares and each holder of Non-Voting Preference Shares shall be entitled to receive a cumulative preferential dividend per Share equal to 3 per cent of the nominal value of such Share, which dividend shall be calculated on the basis of a 365 day year and shall be deemed to accrue from day to day from the date of issue of the relevant Share. If and to the extent that the amount of Profits available for distribution on any date on which Profits are distributed is insufficient to satisfy such dividend, the amount of the shortfall shall be payable on the next date on which Profits are distributed by the Company. The Business Profits Amounts shall be reduced by the amount of such distribution, with each Business Profits Amount being reduced by a pro rata portion of such distribution. Any amount distributed in accordance with this article 5.2(a) shall be the **Preference Share Distribution Amount**,
- (b) secondly, the holders of any Business Tracker Shares shall be entitled to receive an amount not exceeding 10% in aggregate (or such higher percentage as the Scheme Committee may determine) of the Business Profits Amount attributable to the Business to which the relevant Business Tracker Shares relate (before the distribution referred to in article 5.2(a)) as is resolved under these Articles to be distributed in respect of such Shares,

and such amount shall be distributed amongst the holders of the Business Tracker Shares in proportion to the number of relevant Business Tracker Shares held by them respectively, and

- (c) lastly, any remaining Profits shall be distributed amongst the holders of the Preference Shares and the Non-Voting Preference Shares in proportion to the number of any Preference Shares and Non-Voting Preference Shares held by them respectively

5.3 For the avoidance of doubt, notwithstanding that the holders of the Preference Shares and Non-Voting Preference Shares may become entitled to receive any amount of Profits in respect of any financial year, the Scheme Committee shall not be obliged to determine that any amount be payable to the holders of any Business Tracker Shares in respect of that financial year

5.4 For the avoidance of doubt, for the purposes of this Article 5 any repurchase or redemption of Shares by the Company out of distributable profits for a price which is not more than the market value of the relevant shares (such market value being determined by the Scheme Committee) shall not constitute a dividend or other distribution by the Company

6. COME ALONG OPTION

6.1 If the holders of 60% or more in nominal value of the aggregate of the issued Preference Shares and the Non-Voting Preference Shares at any one time (the ***Selling Shareholders***) wish to transfer all of their Shares (the ***Relevant Shares***) to a Third Party Purchaser, the Selling Shareholders shall have the option (the ***Come Along Option***) to require each holder of Shares to transfer all such Shares with full title guarantee to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this article 6

6.2 The Selling Shareholders may exercise the Come Along Option by giving notice to that effect (a ***Come Along Notice***) to all other shareholders and holders of options to subscribe for Shares (the ***Called Shareholders***). A Come Along Notice shall specify that the Called Shareholders are required to transfer all of their Shares (the ***Called Shares***) pursuant to article 6.1 to the Third Party Purchaser, the price at which the Called Shares are to be transferred (determined in accordance with article 6.4), the proposed date of transfer and the identity of the Third Party Purchaser

6.3 A Come Along Notice is irrevocable but the Come Along Notice and all obligations thereunder will lapse if for any reason all of the Shares are not sold to the Third Party Purchaser within 60 days after the date of the Come Along Notice

6.4 The Called Shareholders (including option holders who become Members after the date of the Come Along Notice) shall be obliged to sell the Called Shares at the price specified in the Come Along Notice (the consideration being expressed in cash or securities or any combination thereof, and may include consideration which is contingent) which shall attribute to each of the Shares the amount which would be payable to the holder thereof in a liquidation of the Company if the aggregate consideration provided by the Third Party Purchaser were a surplus in that liquidation

6.5 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' Shares unless

- (a) all of the Called Shareholders and the Selling Shareholders agree otherwise, or
- (b) that date is less than 7 days after the Come Along Notice, where it shall be deferred until the 7th day after the Come Along Notice

6.6 Each of the Called Shareholders shall on service of the Come Along Notice be deemed to have irrevocably appointed each of the Selling Shareholders severally to be his attorney to execute any stock transfer form, to agree to become a member of any company whose shares are offered as consideration under the Sale and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Called

Shares pursuant to this article 6 Any rights of pre-emption and other restrictions contained in these Articles shall not apply on any sale and transfer of Shares to the Third Party Purchaser named in a Come Along Notice

6 7 In connection with the Sale of the Called Shares, the provisions of this article 6 shall prevail over any contrary provisions of these Articles or the rules of the Share Scheme

6 8 If any Selling Shareholder or Called Shareholder receives a greater share of the consideration for the Shares than is his entitlement in accordance with article 6 4, he shall hold the excess on trust for each Selling Shareholder or Called Shareholder who received less than his entitlement in proportion to each of their shortfalls

7. TAG ALONG

7 1 Unless a Come Along Notice is issued in accordance with article 6 and subject to the prior approval of the Scheme Committee but notwithstanding any other provision in these Articles, no sale or transfer or other disposition of any interest in any Share (the *Specified Shares*) shall have any effect if it would result in a Change in Control unless, before the transfer is lodged for registration, the Third Party Purchaser has made a bona fide offer in accordance with these Articles to purchase at the same price as is specified in article 6 4 all the Shares held by Members who are not acting in concert or otherwise connected with the Third Party Purchaser

7 2 An offer made under article 7 1 shall be in writing, shall be given in accordance with the notice requirements in these Articles, shall be open for acceptance for at least 21 days, and shall be deemed to be rejected by any Member who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 30 days of the date of the offer

7 3 In applying the provisions of article 7 1, the expression 'transfer' shall include the renunciation of a renounceable letter of allotment, and any renouncer and renounee of such letter of allotment shall be considered to be a 'transferor' and 'transferee' respectively

8. GENERAL MEETINGS AND RESOLUTIONS

8 1 Every notice convening a general meeting shall comply with the provisions of section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies, and notices of and other communications relating to any general meeting which any Member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company

8 2 1 No business shall be transacted at any general meeting unless a quorum of Preference Shareholders is present One Member holding more than one half in nominal value of the issued Preference Shares for the time being and present in person or by proxy or by representative shall constitute a quorum and shall be deemed for this purpose to constitute a valid meeting If no Member holds more than one half in nominal value of

the issued Preference Shares, then two Preference Shareholders present in person or by proxy or representative shall be a quorum

8 2 2 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general meeting shall be dissolved

8 3 1 If and for so long as the Company has only one Member and that Member takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting, subject as provided in article 8 3 3 below

8 3 2 Any decision taken by a sole Member pursuant to article 8 3 1 above shall be recorded in writing and delivered by that Member to the Company for entry in the Company's minute book

8 3 3 Resolutions under section 303 of the Act for the removal of a director before the expiration of his period of office and under section 391 of the Act for the removal of an auditor before the expiration of his period of office shall only be considered by the Company in general meeting

8 4 A Preference Shareholder present at a meeting by proxy shall be entitled to speak at the meeting and shall be entitled to one vote on a show of hands, and, on a poll, one vote for each Preference Share of which he is the holder In any case where the same person is appointed proxy for more than one Member he shall on a show of hands have as many votes as the number of Members for whom he is proxy and regulation 54 in Table A shall be modified accordingly Neither Business Tracker Shares nor Non-Voting Preference Shares shall entitle the holder to receive notice of, or to attend or speak at any general meeting of the Company or entitle the holder to vote upon any resolution other than a resolution directly and adversely varying or abrogating any of the special rights attached to such Business Tracker Shares or Non-Voting Preference Shares, as the case may be

8 5 Unless resolved by ordinary resolution that regulation 62 in Table A shall apply without the modification described in this article, the appointment of a proxy and any authority under which the proxy is appointed or a copy of such authority certified notarially or in some other way approved by the directors may be deposited or received at the place specified in regulation 62 in Table A up to the commencement of the meeting or (in any case where a poll is taken otherwise than at the meeting) of the taking of the poll or may be handed to the chairman of the meeting prior to the commencement of the business of the meeting

9. SCHEME COMMITTEE

9 1 The Scheme Committee shall conclusively determine

- (a) what portion of the Group's borrowings, interest expense and tax and other charges is attributable to or derived from each of the Businesses,
- (b) in each financial year what, if any, profits of the Group after attributed interest and tax are attributable to or derived from the Company's holding in each Business and how much of the Company's distributable profits are so derived, and where such distributable profits are to be distributed to the Company's shareholders, to the extent that there are authorised but unissued Business Tracker Shares designated by the name of the relevant Business, the Special Committee may determine that some or all of the distributable profits which would have been distributed to the holders of such shares had the shares been issued, be distributed amongst the holders of Business Tracker Shares designated by the name of one or more other Businesses in such amounts and in such manner as it may determine, and
- (c) on a return of capital, whether on liquidation or capital reduction or otherwise, what surplus assets of the Company remaining after the payment of its liabilities are attributable to or derived from the Company's holding in each Business taking into account the borrowings attributed to that Business, and where such surplus assets are to be distributed to the Company's shareholders, to the extent that there are authorised but unissued Business Tracker Shares designated by the name of the relevant Business, the Special Committee may determine that some or all of the surplus assets which would have been distributed to the holders of such shares had the shares been issued, be distributed amongst the holders of Business Tracker Shares designated by the name of one or more other Businesses in such amounts and in such manner as it may determine

9 2 The Scheme Committee shall conclusively determine which Business shall be designated to each Business Tracker Share Each Business Tracker Share shall thereupon be designated by the name of such Business and the rights of that Business Tracker Share to dividends and to a return of capital shall thereafter be determined accordingly Where a Business Tracker Share has been designated to a particular Business, the Scheme Committee shall have the power to re-designate that share to another Business at any time

9 3 The Special Committee shall conclusively determine whether and by how much to increase any percentage of the profits or surplus assets of the Company attributable to the Business Tracker Shares under Article 5 above

9 4 The Scheme Committee shall conclusively determine the Business to which any expansion or new investment is to be attributed

9 5 The Scheme Committee shall have the power and authority to make all other determinations which, in accordance with these Articles, are to be made by it Any determination that may be made, or any power that may be exercised, by the Scheme Committee in accordance with any Article shall be made, or exercised, in its absolute discretion

9.6 As at the date of the adoption of these Articles, the members of the Scheme Committee are James Ratcliffe, John Reece; and Andrew Currie (together the ***Permanent Members***), and the Chairman and the Chief Executive Officer of the Company from time to time

9.7 Should the Scheme Committee so determine, additional members may be appointed to the Scheme Committee from time to time. An accurate record of the members of the Scheme Committee shall be kept at the registered office of the Company

9.8 Meetings of the Scheme Committee may be held in person or by any form of interactive electronic communication as the Scheme Committee may decide. Notice of meetings of the Scheme Committee shall be given orally or in writing (including by way of electronic communications) to each member in advance of the proposed time of the meeting. A quorum shall exist at any meeting of the Scheme Committee if at least two members are present in person or by telephone and at least one such member is a Permanent Member. The Chairman of the Scheme Committee shall be James Ratcliffe or, in his absence, one of the other Permanent Members. Decisions of the Scheme Committee shall be made by simple majority of votes cast and, in the event of a deadlock, the Chairman shall have a casting vote

9.9 The Scheme Committee shall owe a duty of care to the Company only and not to any other person

9.10 Any determination of the Scheme Committee in accordance with or for the purposes of these Articles or the rules of the Share Scheme shall be conclusive and binding on all Members. No member of the Scheme Committee shall have any liability in respect of any determination, other act or omission of the Scheme Committee and the Company shall indemnify each member of the Scheme Committee to the full extent permitted by law against, and shall pay all costs of advice taken by any member of the Scheme Committee in connection with, all claims and proceedings brought, and any costs, liabilities and damages incurred or paid in connection with, any determination, act or omission of the Scheme Committee, including, for the avoidance of doubt, any negligent determination, act or omission but excluding any fraudulent determination, act or omission

9.11 The Scheme Committee shall have the right to require the production at the expense of the Company of such papers and accounts as it may require, and is authorised to engage accountants to assist it at the expense of the Company, to enable it to make any of the determinations described in these Articles or in the rules of the Share Scheme

10. APPOINTMENT OF DIRECTORS

10.1 The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one. Whenever the minimum number of directors is one, a sole director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the directors generally, and regulation 89 in Table A shall be modified accordingly

10 2 The directors shall not be required to retire by rotation

10 3 No person shall be appointed a director at any general meeting unless either

(a) he is recommended by the directors, or

(b) not less than 14 nor more than 35 clear days before the date appointed for the general meeting, notice signed by a Member qualified to vote at the general meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed

10.4 1 Subject to article 10 3 above, the Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director

10 4 2 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with article 10 1 above as the maximum number of directors and for the time being in force

10 5 In any case where as the result of death or deaths the Company has no Members and no directors the personal representatives of the last Member to have died shall have the right by notice in writing to appoint a person to be a director of the Company and such appointment shall be as effective as if made by the Company in general meeting pursuant to article 10.4 1 above For the purpose of this article, where two or more Members die in circumstances rendering it uncertain which of them survived the other or others, the Members shall be deemed to have died in order of seniority, and accordingly the younger shall be deemed to have survived the elder

10 6 In its application to the Company, regulation 84 of Table A shall be modified by the deletion of the third and final sentences

11. BORROWING POWERS

The directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into Shares) to section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

12. ALTERNATE DIRECTORS

12 1 Unless otherwise determined by the Company in general meeting by ordinary resolution an alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in

writing to the Company from time to time direct, and the first sentence of regulation 66 in Table A shall be modified accordingly

12.2 A director, or any such other person as is mentioned in regulation 65 in Table A (as modified by the deletion of the words “approved by resolution of the directors and”), may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present

13. GRATUITIES AND PENSIONS

13.1 The directors may exercise the powers of the Company conferred by its Memorandum of Association in relation to the payment of pensions, gratuities and other benefits and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers

14. PROCEEDINGS OF DIRECTORS

14.1 A director may vote, at any meeting of the directors or of any committee of the directors, on any resolution, and may form part of a quorum present at that meeting, notwithstanding that the resolution in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting. The provisions of regulation 86 of Table A shall be taken to apply equally to any disclosure to be made under the provisions of this article

14.2 A resolution in writing signed by all the directors who are at the relevant time entitled to receive notice of a meeting of the board and who would be entitled to vote on the resolution at a meeting of the board (if that number is sufficient to constitute a quorum) shall be as valid and effectual as a resolution passed at a meeting of the board properly called and constituted. The resolution may be contained in one document or in several documents in like form each signed by one or more of the directors concerned. For the purposes of this Article 14.2, *in writing* shall include the use of electronic communications subject to such terms and conditions as the Board may decide

14.3 Each director shall comply with his obligations to disclose his interest in contracts under section 317 of the Act

15. THE SEAL

15.1 If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or second director. The obligation under

regulation 6 in Table A relating to the sealing of share certificates shall apply only if the Company has a seal

15 2 The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the directors

16. INDEMNITY

16 1 Every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, or in connection with any application under section 144 or section 727 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this article shall only have effect in so far as its provisions are not avoided by section 310 of the Act

16 2 The directors shall have power to purchase and maintain for any director, officer or auditor of the Company insurance against any such liability as is referred to in section 310(1) of the Act

17. TRANSFER OF SHARES

17 1 Subject to article 17 2, the directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a Share, whether or not it is a fully paid Share, and the first sentence of regulation 24 in Table A shall not apply to the Company

17 2 If

- (a) the transfer of a Business Tracker Share or transfer of the beneficial interest in a Business Tracker Share has been made in accordance with the rules of the Share Scheme or the terms of an Option Agreement (as defined in the rules of the Share Scheme), as determined by the Scheme Committee, or
- (b) a Preference Shareholder has transferred any Preference Shares or any interest therein for any consideration to any other Preference Shareholder, or
- (c) a Preference Shareholder has transferred any Preference Shares or any interest therein for any consideration to any person who is not a Member and, in the case of a Preference Shareholder who does not hold more than one half in nominal value of the issued Preference Shares immediately before such transfer, the Scheme Committee has given its prior consent to such transfer,

the directors shall be obliged to register such transfer, if it is a transfer of the legal interest in such Share, and shall be obliged to permit such transfer, if it is a transfer of the beneficial interest in such Share

18. ELECTRONIC COMMUNICATIONS

18 1 Any director who participates in the proceedings of a meeting by means of an electronic communication by which all the other directors present at such meeting (whether in person or by alternate or by means of electronic communication) may hear at all times such director and such director may hear at all times all other directors present at such meeting (whether in person or by alternate or by means of electronic communication) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum

18 2 In their application to the Company, regulations 60 and 61 of Table A shall be modified by the addition of the following sentence

“The appointment of a proxy may be contained in an electronic communication sent to such address (including any number) as may be notified by or on behalf of the Company for that purpose and may be in such form as the directors may approve including requirements as to the use of such discrete identifier or provision of such other information by a member so as to verify the identity of such member and as to the authenticity of any electronic signature thereon ”

18 3 In its application to the Company, regulation 62 of Table A shall be modified by the addition of the following sentences

“In the event that more than one appointment of a proxy relating to the same Share is so delivered or received for the purposes of the same meeting, the appointment last delivered or received (whether in writing or contained in an electronic communication) shall prevail in conferring authority on the person named therein to attend the meeting and vote An appointment of proxy contained in an electronic communication found by the Company to contain a computer virus shall not be accepted by the Company and shall be invalid ”

18 4 In its application to the Company, regulation 115 of Table A shall be modified by the addition of the following after the words “after the time it was sent” at the end of the third sentence

“notwithstanding that the Company is aware of the failure in delivery of such electronic communication Without prejudice to such deemed delivery, if the Company is aware of the failure in delivery of an electronic communication and has sought to give notice by such means at least three times, it shall send the notice in writing by post within 48 hours of the original attempt”

18 5 Any notice to be given pursuant to these Articles may be given by facsimile or any means of electronic communication to a number or address supplied to the Company by the addressee for that purpose Such a notice shall be conclusively deemed to have been properly given twelve hours after the time of despatch or at such earlier time as receipt is acknowledged

19. POWER OF ATTORNEY

19 1 Each of the Members hereby irrevocably and unconditionally appoints the Company and each of the Directors (on a several basis) as its attorney to execute and do in its name or otherwise and on its behalf all documents, acts and things which the attorney shall in its absolute discretion consider necessary or desirable in order to implement the obligations of that Member under these Articles of Association

19 2 Each Member undertakes to ratify whatever the Company or any Director as its attorney shall lawfully do or cause to be done in accordance with this power of attorney and to indemnify and keep such attorney indemnified from all claims, costs, expenses damages and losses which the attorney may suffer as a result of the lawful exercise by him of the powers conferred on him under this power of attorney

20. ARBITRATION

20 1 Unless Article 21 applies, all disputes

- (a) between a Member in that Member's capacity as such and the Company and/or its directors arising out of or in connection with these Articles or otherwise, and/or
- (b) to the fullest extent permitted by law, between the Company and any of its directors in their capacities as such or as employees of the Company, including all claims made by or on behalf of the Company against its directors, and/or
- (c) between a Member in that Member's capacity as such and the Company's professional service providers, and/or
- (d) between the Company and the Company's professional service providers arising in connection with any claim within the scope of Article 20 1(c),

shall be exclusively and finally resolved under the Rules of Arbitration of the International Chamber of Commerce ("ICC") (the "ICC Rules"), as amended from time to time

20 2 The tribunal shall consist of three arbitrators to be appointed in accordance with the ICC Rules

20 3 The chairman of the tribunal must have at least 20 years' experience as a lawyer qualified to practise in a common law jurisdiction within the Commonwealth (as constituted as at the date of the adoption of these Articles) and each other arbitrator must have at least 20 years' experience as a qualified lawyer

20 4 The place of arbitration shall be London, England

20 5 The language of the arbitration shall be English

20 6 These Articles constitute a contract between the Company and its Members and between the Members inter se This Article 20 (as supplemented from time to time by any agreement to a similar effect between the Company and its directors or professional service providers) also contains or evidences an express submission to arbitration by each Member, the Company, its directors and professional service providers and such

submissions shall be treated as a written arbitration agreement under the Arbitration Act 1996 of England and Wales and Article II of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958)

20 7 Each person to whom this Article 20 applies hereby waives, to the fullest extent permitted by law (a) any right under the laws of any jurisdiction to apply to any court of law or other judicial authority to determine any preliminary point of law, and/or (b) any right he may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the tribunal

21. GOVERNING LAW AND EXCLUSIVE JURISDICTION

21 1 This Article 21 shall apply to a dispute (which would otherwise be subject to Article 20) in any jurisdiction if a court in that jurisdiction determines that Article 20 is invalid or unenforceable in relation to that dispute in that jurisdiction

21 2 For the purposes of Article 21 1, “court” shall mean any court of competent jurisdiction or other competent authority including for the avoidance of doubt, a court or authority in any jurisdiction which is not a signatory to the New York Convention

21 3 Any proceeding, suit or action

- (a) between a Member in that Member’s capacity as such and the Company and/or its directors arising out of or in connection with these Articles or otherwise, and/or
- (b) to the fullest extent permitted by law, between the Company and any of its directors in their capacities as such or as employees of the Company, including all claims made by or on behalf of the Company against its directors, and/or
- (c) between a Member in that Member’s capacity as such and the Company’s professional service providers, and/or
- (d) between the Company and the Company’s professional service providers arising in connection with any claim within the scope of Article 21 3(c),

may only be brought in the courts of England and Wales

21 4 Damages alone may not be an adequate remedy for any breach of this Article 21, so that in the event of a breach or anticipated breach, the remedies of injunction and/or an order for specific performance would in appropriate circumstances be available

21 5 The governing law of these Articles is the substantive law of England

21 6 The Company shall be entitled to enforce this Article 21 for its own benefit, and that of its directors, subsidiary undertakings and professional service providers

21 7 References in this Article 21 to

- (a) “Company” shall be read so as to include each and any of the Company’s subsidiary undertakings from time to time,

- (b) “director” shall be read so as to include each and any director of the Company from time to time in his capacity as such or as employee of the Company and shall include any former director of the Company, and
- (c) “professional service providers” shall be read so as to include the Company’s auditors, legal counsel, bankers and any other similar professional service providers in their capacity as such from time to time but only if and to the extent such person has agreed with the Company in writing to be bound by this Article 21 (or has otherwise agreed to submit disputes to exclusive jurisdiction in a materially similar way)

INEOS ENTERPRISES GROUP LIMITED

(the "Company")

WRITTEN RESOLUTION OF THE SHAREHOLDERS

I hereby certify that the following resolutions were passed as written resolutions by the members of the Company on 29 December 2006, with resolutions numbered 1 to 4 being passed as ordinary resolutions

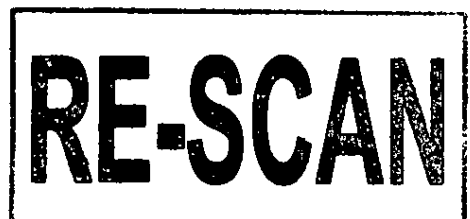
1. **THAT** the 32,000 authorised but unissued Chlor Limited Tracker Shares of £0 01 each be cancelled and the authorised share capital of the Company be accordingly reduced to £2,600,
2. **THAT** the 600 Preference Shares of £0 01 each which, together, have been issued to Thomas Crotty and Calum MacClean be re-designated as Non-Voting Preference Shares of £0 01 each in the capital of the Company having the rights set out in the Articles of Association as adopted pursuant to resolution 6 below,
3. **THAT** the 106,608 issued INEOS Enterprises Business Tracker Shares of £0 01 each be re-designated as 2005 Business Tracker Shares of £0 01 each, having the rights set out in the Articles of Association as adopted pursuant to resolution 6 below,
4. **THAT** the 53,392 authorised but unissued INEOS Enterprises Business Tracker Shares of £0 01 each be re-designated as Business Tracker Shares of £0 01 each, having the rights set out in the Articles of Association as adopted pursuant to resolution 6 below,



Martin H Stokes
Company Secretary



COMPANIES HOUSE



60
8.2.07

INEOS ENTERPRISES GROUP LIMITED

(the "Company")

**WRITTEN RESOLUTION OF THE HOLDERS OF THE PREFERENCE SHARES
OF 0.01 PENCE EACH IN THE CAPITAL OF THE COMPANY**

I hereby certify that the following resolutions were passed as written resolutions by the holders of the Preference Shares of £0 01 each in the capital of the Company on 29 December 2006

- 1 **THAT** the holders of the Preference Shares of £0 01 each in the capital of the Company, hereby unanimously consent to and sanction the re-designation of the 600 Preference Shares which, together, have been issued to Thomas Crotty and Calum MacClean, as Non-Voting Preference Shares pursuant to resolution 2 of the written resolution of the shareholders of the Company dated 29 December 2006, notwithstanding the fact that the passing of such resolution will not result in each holder of Preference Shares being treated equally, and
- 2 **THAT** the holders of the Preference Shares of £0 01 each in the capital of the Company hereby consent to and sanction, on behalf of the holders of all of the shares of the said class, every variation and abrogation of the special rights attached to the shares of the said class which may result from the passing of the resolutions set out in a written resolution of the shareholders of the Company dated 29 December 2006



Martin H Stokes
Company Secretary



2006 12 29 10:00

INEOS ENTERPRISES GROUP LIMITED

(the "*Company*")

**WRITTEN RESOLUTION OF THE HOLDERS OF THE INEOS ENTERPRISES BUSINESS
TRACKER SHARES OF 0.01 PENCE EACH IN THE CAPITAL OF THE COMPANY**

I hereby certify that the following resolution was passed as a written resolution by the holders of the INEOS Enterprises Business Tracker Shares of £0.01 each in the capital of the Company on 29 December 2006

THAT the holders of the INEOS Enterprises Business Tracker Shares of £0.01 each in the capital of the Company hereby consent to and sanction, on behalf of the holders of all of the shares of the said class, every variation and abrogation of the special rights attached to the shares of the said class which may result from the passing of the resolutions set out in a written resolution of the shareholders of the Company dated 29 December 2006



Martin H Stokes
Company Secretary



COMPANIES HOUSE