

Company No. 04687714

I certify this to be a true copy of
the original document as seen by me

M H Stokes

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Martin H Stokes F.C.A.
Company Secretary.
Date: 17/9/2009

WRITTEN RESOLUTIONS

of

INEOS ENTERPRISES GROUP LIMITED

(the "Company")

**PROPOSED BY THE SOLE MEMBER OF THE COMPANY IN ACCORDANCE WITH
SECTIONS 292 TO 295 OF THE COMPANIES ACT 2006**

We refer to the senior multicurrency and revolving facilities agreement dated 27
September, 2007 (the "**Facilities Agreement**");

between

(1) Barclays Capital (the investment banking division of Barclays Bank PLC) and Merrill Lynch International (as Mandated Lead Arrangers), (2) Barclays Bank PLC (as Agent, Security Trustee Bank and Issuing Bank) (3) the Original Lenders listed in Part II and Part III of Schedule 1 thereof and (4) INEOS Norway SPV Limited (as Parent, Original Borrower and Original Guarantor), as amended and restated by a first supplemental agreement dated 31 January, 2008, as amended by a letter dated 31 March, 2008, as amended and restated by a second supplemental agreement dated 14 May, 2008 as amended by a letter dated 16 June, 2008, as amended and restated by a third supplemental agreement dated 31 July, 2008, and as amended by a fourth supplemental agreement dated 31 October 2008 (the "**Fourth Supplemental Agreement**")

SPECIAL RESOLUTIONS

THAT:

1. the Company be, and is hereby authorised and instructed to approve the terms of and the matters and transactions contemplated by and to enter into an English law guarantee and debenture between INEOS Enterprises Group Holdings (Jersey) Limited, the Company, INEOS Norway SPV Limited, and the Security Trustee on behalf of the Secured Parties (each as defined in the Facilities Agreement) (the "**Debenture**") being a Condition Subsequent Security Document as defined in the Fourth Supplemental Agreement;
2. the articles of association of the Company be amended by:

(A) the insertion of the following new Article 4.3:

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"Notwithstanding anything to the contrary contained in these Articles, any lien on Shares which the Company has shall not apply in respect of any Shares which have been charged by way of security to a Secured Institution (as such term is defined in Article 17.3). Regulations 8 to 11 of Table A shall be amended accordingly.";

(B) the insertion of the following new Article 7.4:

"Notwithstanding anything contained in these Articles, Article 7.1 shall not apply in respect of the sale, transfer or other disposition of any interest in any Shares charged by way of security to a Secured Institution (as such term is defined in Article 17.3).";

(C) the insertion of the following new Article 17.3:

"Notwithstanding anything contained in these Articles, the directors shall promptly register any transfer of Shares and may not suspend registration thereof where such transfer:-

(i) is to the bank or institution to which such Shares have been charged by way of security, whether as agent and security trustee for a group of banks or institutions or otherwise, or to any nominee or any transferee of such a bank or institution (a "Secured Institution"); or

(ii) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the Shares; or

(iii) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer aforesaid to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not.";

3. **the Company be, and is hereby, authorised and instructed to execute and deliver, file, record and/or despatch any notice, filing, recording, instrument, certificate, stock or note power, agreement or other document to be executed and delivered, filed, recorded and/or despatched by it under or in connection with the Debenture and all such other notices, filings, recordings, instruments, certificates, stock or note powers, agreements or other documents as may be required, necessary or desirable arising out of or in connection with the delivery and execution of and the transactions supplemental or incidental to or contemplated by the Debenture and take any other action, including paying any charges, fees, taxes and expenses and obtaining any governmental**

approvals, necessary or desirable in connection with the transactions contemplated by the Debenture and the performance of the Company's obligations thereunder.


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For and on behalf of INEOS Enterprises Group Holdings (Jersey) Limited as the sole member
Director

Date: 14 November 2008

**INFORMATION REQUIRED TO COMPLY WITH SECTION 293(4) OF THE COMPANIES ACT
2006**

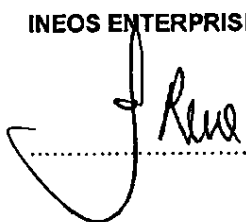
1. Eligible members are the members who would have been entitled to vote on the resolutions on the circulation date of the written resolutions.
2. The circulation date of the written resolutions is 14 November, 2008 (the "**Circulation Date**").
3. The procedure for signifying agreement by an eligible member to written resolutions is as follows:
 - (A) A member signifies his agreement to proposed written resolutions when the company receives from him (or someone acting on his behalf) an authenticated document:
 - (i) Identifying the resolutions to which it relates; and
 - (ii) Indicating his agreement to the resolutions.
 - (B) The document must be sent to the company in hard copy form or in electronic form.
 - (C) A member's agreement to written resolutions, once signified, may not be revoked.
 - (D) Written resolutions are passed when the required majority of eligible members have signified their agreement to them.
4. The period for agreeing to the written resolutions is the period of 28 days beginning with the Circulation Date (see section 297 Companies Act 2006).

AGREEMENT BY SOLE MEMBER TO THE WRITTEN RESOLUTIONS

INEOS Enterprises Group Holdings (Jersey) Limited, being the sole member of the Company:

1. confirms that it has received a copy of the above written resolutions in accordance with section 292 to 295 of the Companies Act 2006; and
2. hereby resolves and agrees that the above resolutions are passed as written resolutions pursuant to section 288 of the Companies Act 2006 and that such resolutions shall take effect as special resolutions.

INEOS ENTERPRISES GROUP HOLDINGS (JERSEY) LIMITED



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Date: 14 November 2008

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