In accordance with Section 872(1)(b) of the Companies Act 2006

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

iris LASERFORM

✓ **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 re[illegible] a memorandum of satisfactio[illegible] where part or the whole of the property a) has been release[illegible] the charge or b) no longer for[illegible] part of the company's proper[illegible] company registered in Scotla[illegible] do this, please use MG04s

For further information, please refer to our guidance at [illegible]

FRIDAY

LM25WLJE
LD6 09/07/2010 38
COMPANIES HOUSE

For official use

1 Company details

Company number	0 5 3 1 0 6 5 5
Company name in full	INEOS EUROPE LIMITED

→ **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	d3 d0 m0 m4 y2 y0 y0 y9
Description ❶	Supplement to the New York law security agreement dated 16 December 2005 (the "**Security Agreement Supplement**")
Date of registration ❷	d0 d1 m0 m5 y2 y0 y0 y9

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

❷ The date of registration may be confirmed from the certificate

3 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	1 CHURCHILL PLACE
	LONDON
Postcode	E 1 4 5 H P
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 ❶

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

has ❶

- ☒ 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

❶ Please tick one box only

6 Signature

Please sign the form here

Signature

Signature
X Slaughter 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

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

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

Country UK

DX 11

Telephone 020 7090 3932

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- [x] The company name and number match the information held on the public Register
- [x] You have correctly completed the charge details in Section 2
- [x] You have given the name and address of the chargee, or trustee for the debenture holders
- [x] You have completed the details of the short particulars of the property charged
- [x] You have completed both parts of Section 5
- [x] 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
or email 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

In accordance with Section 872(1)(b) of the Companies Act 2006

MG04 - continuation page

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

Short particulars

SEE ATTACHED DOCUMENT

1 Pursuant to section 1 (*Grant of Security*) of the Security Agreement Supplement, the Grantor granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether owned on the date of the Security Agreement Supplement or thereafter acquired by the Grantor, wherever located and whether existing or arising on the date of the Security Agreement Supplement or thereafter, other than Excluded Property (collectively, the "**Collateral**")

(a) the patent and patent applications set forth in schedule I to the Security Agreement Supplement ("**Patents**"),

(b) the trademark and service mark registrations and applications set forth in schedule II to the Security Agreement Supplement (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby ("**Trademarks**"),

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto,

(d) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, and

(e) any and all proceeds of, collateral for, income, royalties and other payments due and payable on the date of the Security Agreement Supplement or thereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing

2 Pursuant to section 5 of the Security Agreement Supplement, the Grantor also agreed to be bound as a Grantor by all of the terms and provisions of the New York law security agreement dated 16 December 2005 to the same extent as each of the Grantors party thereto

Definitions

In this Form MG04

"**Cash Equivalents**" has the meaning given to that term in the Senior Credit Facilities

"**Excluded Property**" means

(a) any property to the extent that a grant of a security interest hereunder is prohibited by any applicable law, requires a consent not obtained of any foreign, federal, state or local

governmental body, agency, department, court or regulatory, self-regulatory or other authority or organization or any political subdivision thereof (a "**Governmental Authority**") pursuant to applicable law or is prohibited by, or constitutes a breach or default under or results in the termination of, or would give rise to a right of termination by a third party, or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property or, in the case of any investment property, any applicable organizational document or shareholder or similar agreement, except to the extent that such applicable law or the term in such contract, license agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law or is otherwise no longer in effect,

(b) any property owned by the Grantor on the date of the Security Agreement Supplement or thereafter acquired that is subject to a Security Interest securing a purchase money, project financing or capital or finance lease obligation permitted to be incurred pursuant to the Senior Credit Facilities if the contract or other agreement in which such Security Interest is granted (or the documentation providing for such purchase money, project financing or capital or finance lease obligation) validly prohibits the creation of any other Security Interest on such property,

(c) cash, Cash Equivalents or debt securities over which a Security Interest is permitted to be created in accordance with Clause 20 16 of the Senior Credit Facilities,

(d) any trucks, trailers, tractors, service vehicles, automobiles, rolling stock or other registered mobile equipment of the Grantor,

(e) deposit accounts exclusively used for payroll, payroll taxes and other employee wage and benefit payments, deposit accounts located outside the United States or, with the exception of any deposit accounts held at an Account Bank (as defined below) which is the Security Agent, any other deposit accounts with an average annual balance of less than $2 0 million held in the aggregate by any one bank where the Grantor's deposit accounts are located (an "**Account Bank**"), and

(f) any shares of stock, other equity interests or other investment property constituting voting equity issued by a direct or indirect subsidiary not organized under the laws of United States, any state thereof or the District of Columbia (a "**Foreign Subsidiary**"),

provided, however, that Excluded Property shall not include any Proceeds, substitutions or replacements of any Excluded Property referred to above (unless such Proceeds, substitutions or replacements would constitute Excluded Property referred to above)

"**Grantor**" means INEOS Europe Limited

"**Intercreditor Deed** " means the intercreditor deed dated 16 December 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time) between, among others, the Parent, the Principal Obligor, certain subsidiaries of the Principal Obligor, Barclays

Capital, Merrill Lynch International, Morgan Stanley Bank International Limited, the Senior Lenders and the High Yield Bridge Lenders (each as defined therein) and the Security Agent

"**Parent**" means INEOS Group Limited

"**Principal Obligor**" means INEOS Holdings Limited a company incorporated in England and Wales with registered number 4215887

"**Proceeds**" has the meaning given to that term in the Uniform Commercial Code as in effect from time to time in the State of New York

"**Secured Parties**" means each of the BP Creditors (as defined in the Intercreditor Deed), BP International Limited as collateral agent for the BP Creditors and the Senior Finance Parties (as defined in the Senior Credit Facilities)

"**Security Agent**" means Barclays Bank PLC as Security Agent (together with any successor Security Agent appointed pursuant to clause 22 of the Intercreditor Deed) for the Secured Parties

"**Security Interest**" has the meaning given to that term in the Senior Credit Facilities

"**Senior Credit Facilities**" means the senior credit facilities dated as of 14 December 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time) between, among others, the Parent, the Principal Obligor, certain subsidiaries of the Principal Obligor (including the Grantor), as borrowers and guarantors, Barclays Capital, Merrill Lynch International, Morgan Stanley Bank International Limited as joint mandated lead arrangers and joint bookrunners, the Lenders (as defined therein) and the Security Agent