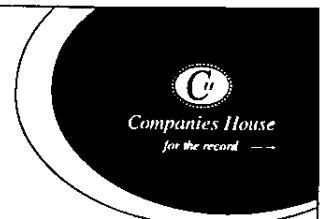


# MG01

## Particulars of a mortgage or charge



**A fee is payable with this form**

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form  
particulars of a charge for  
company. To do this, please  
use form MG01s

FRIDAY



L11

\*LCRFQQEX\*

31/12/2010

92

COMPANIES HOUSE

### 1 Company details

Company number 0 5 3 1 0 6 5 5

Company name in full INEOS Europe Limited

25 For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

Date of creation d 2 d 3 m 1 m 2 y 2 y 0 y 1 y 0

### 3 Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description First Supplemental Agreement governed by Belgian law dated 23 December 2010 between,  
amongst others, INEOS Europe Limited (the "Pledgor") and Barclays Bank PLC (the "Belgian  
Supplemental Agreement")

### 4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured Please refer to the attached continuation pages

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

# MG01

## Particulars of a mortgage or charge

5

### Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name Barclays Bank PLC (as Security Agent)

Address 5 The North Colonnade, Canary Wharf, London

Postcode E 1 4 4 B B

Name

Address

Postcode

6

### 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 Please refer to the attached continuation pages

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	N/A	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).</p>	
<b>9</b>	<b>Signature</b>	
	Please sign the form here	
Signature	<p>Signature</p> <p>X Shaanman R Sterling (London) (LP X (on behalf of the Security Agent)</p>	
	This form must be signed by a person with an interest in the registration of the charge	

# MG01

## Particulars of a mortgage or charge



### 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Rory Milligan**

Company name **Shearman & Sterling LLP**

Address **Broadgate West**

**9 Appold Street**

Post town **London**

County/Region

Postcode **E C 2 A 2 A P**

Country **United Kingdom**

DX

Telephone **020 7655 5600**



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### Important information

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



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge.**

Make cheques or postal orders payable to 'Companies House'



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.**

**For companies registered in England and Wales.**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland.**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All money or liabilities due, owing or incurred to any Secured Party by the Pledgor or any other Group Company or any other grantor of Transaction Security under any Secured Document (including, without limitation, under any amendments, supplements or restatements of any Secured Documents however fundamental (to the extent permitted under the Secured Documents) or in relation to any new or increased advances or utilisations or additional note issuances) 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 (both before and after judgment) and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of a Group Company, and all losses incurred by any Secured Party in connection with any Secured Document (including, without limitation, under any amendments, supplements or restatements of any Secured Documents however fundamental (to the extent permitted under the Secured Documents) or in relation to any new or increased advances or utilisations or additional note issuances) (the "<b>Secured Obligations</b>")</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;"><b><u>PART A</u></b></p> <p style="text-align: center;"><b><u>Definitions</u></b></p> <p>In this form MG01, so far as the context admits, the following expressions have the following meanings</p> <p><b>"Acceptance Notice"</b> means a confirmation of acceptance substantially in the form attached to annex 1 (<i>Form of Acceptance Notice</i>) to the Invitation Memorandum,</p> <p><b>"Accession Document"</b> means an agreement substantially in the form set out in schedule 6 (<i>Accession Document</i>) to the Senior Facilities Agreement under which a Group Company becomes a borrower and/or a guarantor under the Senior Facilities Agreement and becomes a party to the Intercreditor Deed,</p> <p><b>"Additional Senior Secured Indenture"</b> means any indenture pursuant to which any Additional Senior Secured Notes are issued (as amended, supplemented and/or waived from time to time),</p> <p><b>"Additional Senior Secured Note Creditors"</b> means any Additional Senior Secured Noteholders and any Additional Senior Secured Note Trustee,</p> <p><b>"Additional Senior Secured Note Documents"</b> means any Additional Senior Secured Indenture, any Additional Senior Secured Notes, the guarantees in respect of any Additional Senior Secured Notes granted under any Additional Senior Secured Indenture, the Security Interests granted or to be granted for the benefit of any Additional Senior Secured Note Creditors pursuant to any Additional Senior Secured Note Documents, and the Intercreditor Deed,</p> <p><b>"Additional Senior Secured Note Trustee"</b> means any entity appointed as trustee for any Additional Senior Secured Noteholders,</p> <p><b>"Additional Senior Secured Noteholders"</b> means the holders from time to time of any Additional Senior Secured Notes,</p> <p><b>"Additional Senior Secured Notes"</b> means any Senior Secured Notes issued or to be issued by any Senior Secured Note Issuer after the Transaction Completion Date,</p> <p><b>"Ancillary Documents"</b> means all documents and agreements made by an Ancillary Lender and any Group Company in connection with the Ancillary Facilities,</p> <p><b>"Ancillary Facilities"</b> means working capital facilities made available by an Ancillary Lender in accordance with clause 6 (<i>Ancillary Facilities</i>) of the Senior Facilities Agreement,</p> <p><b>"Ancillary Lender"</b> means each Lender which has agreed to make available Ancillary Facilities under an Ancillary Facility letter as referred to in the Senior Facilities Agreement,</p> <p><b>"Belgian Security Documents"</b> means the INEOS Manufacturing Share Pledge Agreement, the INEOS Sales Share Pledge Agreement and the INEOS Services Share Pledge Agreement,</p> <p><b>"Charged Property"</b> means all of the assets of the Group Companies or any other person which from time to time are, or are expressed to be, the subject of the Transaction Security,</p> <p><b>"Delegate"</b> means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p><b>"Excluded Company"</b> means</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(1) any receivables purchaser and any other limited liability company established or to be established solely for the purposes of the execution of a receivables securitisation permitted under the Senior Facilities Agreement and, for the avoidance of doubt, shall also include any other company or entity in which no Group Company owns any equity shares established or to be established solely for complying with legal and/or accounting requirements for securitisation transactions in any jurisdiction and forming part of a receivables securitisation permitted under the Senior Facilities Agreement, and</p> <p>(2) any subsidiary of any company referred to in (1),</p> <p><b>"Excluded Holding Company"</b> means INEOS Technologies Limited, a company incorporated in Jersey with registered number 98813,</p> <p><b>"Existing Facilities Agreement"</b> means the senior facilities agreement dated 14th December 2005 as amended from time to time (including as amended and restated on the Transaction Completion Date by a sixteenth supplemental agreement) and made between amongst others, the Parent, Barclays Bank PLC as facility agent and security agent and Barclays Capital, Merrill Lynch International and Morgan Stanley Bank International Limited as arrangers as amended, waived or consented from time to time;</p> <p><b>"Facility Agent"</b> means Barclays Bank PLC in its capacity as facility agent for the Lenders under the Senior Finance Documents,</p> <p><b>"Fees Letter"</b> means each of the agency fees letter, the security agent fees letter and the mandate letter referred to in the Senior Facilities Agreement,</p> <p><b>"First Effective Date"</b> means the date on which the amendments under the First SFA Supplemental Agreement take effect,</p> <p><b>"First SFA Supplemental Agreement"</b> means the supplemental agreement to the Senior Facilities Agreement dated 12 May 2010, between, amongst others, INEOS Holdings Limited as Principal Obligor, INEOS Group Limited as parent and Barclays Bank PLC as Facility Agent and Security Agent,</p> <p><b>"Future Shares"</b> means</p> <p>(1) any shares in the capital of INEOS Manufacturing, INEOS Sales or INEOS Services which the Pledgor may in the future acquire,</p> <p>(2) any and all rights to acquire shares in the capital of INEOS Manufacturing, INEOS Sales or INEOS Services, which rights the Pledgor may acquire, and</p> <p>(3) any and all other rights pertaining to the shares in INEOS Manufacturing, INEOS Sales or INEOS Services which the Pledgor may in the future acquire, including, inter alia, the right to receive all interest, dividend rights, rights to distributions out of the reserves, rights to the remaining balance upon winding-up of INEOS Manufacturing, INEOS Sales or INEOS Services and the right to remittances and other payments pertaining to such shares from INEOS Manufacturing, INEOS Sales or INEOS Services,</p> <p><b>"Group"</b> means the Parent and its Subsidiaries from time to time (excluding for all purposes any Excluded Company and the Excluded Holding Company),</p> <p><b>"Group Company"</b> means a member of the Group,</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

**"Hedging Agreements"** means Treasury Transactions entered into or to be entered into with the Hedging Lenders

(1) for the purpose of managing or hedging interest rate risk provided that not more than 100 per cent of the principal amount of the floating rate financial indebtedness of the Group (excluding any intra-Group financial indebtedness) shall be hedged and such Treasury Transactions are in respect of periods of not more than three years and in accordance with the terms of the Senior Facilities Agreement and the Intercreditor Deed,

(2) for the purpose of managing or hedging currency risk provided that such Treasury Transactions hedge euro/dollar exposures for not more than the lower of (a) a maximum aggregate notional Euro amount, across all such Treasury Transactions with Hedging Lenders, of EUR 750,000,000 and (b) foreign currency exposures of members of the Group and such Treasury Transactions are for a period of no more than five years at a time and are in accordance with the terms of the Senior Facilities Agreement and the Intercreditor Deed, and

(3) in respect of Treasury Transactions undertaken pursuant to paragraph (d) of the definition of Permitted Treasury Transaction (as defined in the Senior Facilities Agreement) to the extent that they hedge exposures in respect of refining margins for not more than a maximum aggregate amount, across all such Treasury Transactions with Hedging Lenders, of 150,000 barrels of crude oil throughput per day for periods of no more than two years at a time in accordance with the terms of the Senior Facilities Agreement and the Intercreditor Deed,

**"Hedging Lenders"** means a Lender (or an affiliate of a Lender) in its capacity as provider of currency and/or commodity and/or interest rate hedging under any Hedging Agreement which is or becomes party to the Intercreditor Deed,

**"Intercreditor Deed"** means the intercreditor deed dated 12th May 2010 between, amongst others, the Obligors referred to therein, Barclays Bank PLC as security agent and as facility agent for the Senior Lenders and Second Secured Creditors referred to therein, BP International Limited as collateral agent for the BP Creditors referred to therein and acceded to by The Bank of New York Mellon as the trustee for the Senior Secured Note Creditors referred to therein and by The Bank of New York Mellon as trustee for the High Yield Creditors referred to therein, (as amended, restated, supplemented and/or waived from time to time),

**"Invitation Memorandum"** means the invitation memorandum dated 17th March 2010 (as supplemented by the supplement to the invitation memorandum dated 12th April 2010) published by or on behalf of the Parent, the Principal Obligor, INEOS US Finance LLC and INEOS Tenderco Limited on the IntraLinks website for the information of all lenders in respect of the Existing Facilities Agreement,

**"INEOS Manufacturing"** means INEOS Manufacturing Belgium NV, a company incorporated and existing under the laws of Belgium having its registered office at 2040 Antwerpen, Scheldalaan 482, Belgium, registered with the Crossroads Bank for Enterprises under number RPR Antwerpen 0869 926 088,

**"INEOS Manufacturing Share Pledge Agreement"** means the share pledge agreement over the shares in INEOS Manufacturing dated 12 May 2010 granted by the Pledgor in favour of the Security Agent,

**"INEOS Manufacturing Shares"** means



# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(1) the share in INEOS Manufacturing that is owned by the Pledgor, from the date of its pledge under the INEOS Manufacturing Share Pledge Agreement,</p> <p>(2) any and all rights to acquire shares in the capital of INEOS Manufacturing, which rights the Pledgor has at the date of the INEOS Manufacturing Share Pledge Agreement, and</p> <p>(3) any and all other rights pertaining to the share from the date of its pledge under the INEOS Manufacturing Share Pledge Agreement, including, inter alia, the right to receive all interest, dividend rights, rights to distributions out of the reserves, rights to the remaining balance upon winding-up of INEOS Manufacturing and the right to remittances and other payments pertaining to the shares from INEOS Manufacturing,</p> <p><b>"INEOS Sales"</b> means INEOS Sales Belgium NV, a company incorporated and existing under the laws of Belgium, having its registered office at 1120 Brussel, Ransbeekstraat 310, Belgium, registered with the Crossroads Bank for Enterprises under number RPR Brussels 0871 522 234,</p> <p><b>"INEOS Sales Share Pledge Agreement"</b> means the share pledge agreement over the shares in INEOS Sales dated 12 May 2010 granted by the Pledgor in favour of the Security Agent,</p> <p><b>"INEOS Sales Shares"</b> means</p> <p>(1) the share in INEOS Sales that is owned by the Pledgor, from the date of its pledge under the INEOS Sales Share Pledge Agreement,</p> <p>(2) any and all rights to acquire shares in the capital of INEOS Sales, which rights the Pledgor has at the date of the INEOS Sales Share Pledge Agreement, and</p> <p>(3) any and all other rights pertaining to the share from the date of its pledge under the INEOS Sales Share Pledge Agreement, including, inter alia, the right to receive all interest, dividend rights, rights to distributions out of the reserves, rights to the remaining balance upon winding-up of INEOS Sales and the right to remittances and other payments pertaining to the share from INEOS Sales,</p> <p><b>"INEOS Services"</b> means INEOS Services Belgium NV, a company incorporated and existing under the laws of Belgium, having its registered office at 1120 Brussel, Ransbeekstraat 310, Belgium, registered with the Crossroads Bank for Enterprises under number RPR 0871 521 046 (Antwerpen),</p> <p><b>"INEOS Services Share Pledge Agreement"</b> means the share pledge agreement over the shares in INEOS Services dated 12 May 2010 granted by the Pledgor in favour of the Security Agent,</p> <p><b>"INEOS Services Shares"</b> means</p> <p>(1) the share in INEOS Services that is owned by the Pledgor, from the date of its pledge under the INEOS Services Share Pledge Agreement,</p> <p>(2) any and all rights to acquire shares in the capital of INEOS Services, which rights the Pledgor has at the date of the INEOS Services Share Pledge Agreement, and</p> <p>(3) any and all other rights pertaining to the share from the date of its pledge under the INEOS Services Share Pledge Agreement, including, inter alia, the right to receive all interest, dividend rights, rights to distributions out of the reserves, rights to the remaining balance</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>upon winding-up of INEOS Services and the right to remittances and other payments pertaining to the share from INEOS Services,</p> <p><b>"Issuing Lender"</b> means the Original Issuing Lender and any additional Issuing Lender appointed in accordance with clause 5 7(d) (<i>Issue of Bank Guarantees</i>) of the Senior Facilities Agreement,</p> <p><b>"Lenders"</b> means the Term A Lenders, the Term B Lenders, the Term C Lenders, the Term D Lenders, the Term E Lenders and the Revolving Lenders each as referred to in the Senior Facilities Agreement,</p> <p><b>"Original Issuing Lender"</b> means Barclays Bank PLC,</p> <p><b>"Original Senior Secured Indenture"</b> means the indenture dated 12th May 2010 pursuant to which the Original Senior Secured Notes are issued (as amended, supplemented and/or waived from time to time),</p> <p><b>"Original Senior Secured Note Creditors"</b> means the Original Senior Secured Noteholders and the Original Senior Secured Note Trustee,</p> <p><b>"Original Senior Secured Note Documents"</b> means the Original Senior Secured Indenture, the Original Senior Secured Notes, the guarantees in respect of the Original Senior Secured Notes granted under the Original Senior Secured Indenture, the Security Interests granted or to be granted for the benefit of the Original Senior Secured Note Creditors pursuant to Original Senior Secured Note Documents, and the Intercreditor Deed,</p> <p><b>"Original Senior Secured Note Issuer"</b> means the wholly-owned direct Subsidiary of the Principal Obligor incorporated or acquired by it for the purpose of issuing the Original Senior Secured Notes, being INEOS Finance plc, a company incorporated in England and Wales with registered number 07084307,</p> <p><b>"Original Senior Secured Note Trustee"</b> means The Bank of New York Mellon as trustee for the Original Senior Secured Noteholders,</p> <p><b>"Original Senior Secured Noteholders"</b> means the holders from time to time of the Original Senior Secured Notes,</p> <p><b>"Original Senior Secured Notes"</b> means the Senior Secured Notes issued by the Original Senior Secured Note Issuer on the Transaction Completion Date,</p> <p><b>"Parent"</b> means INEOS Group Limited (a company incorporated in England and Wales with registered number 3534631),</p> <p><b>"Principal Obligor"</b> means INEOS Holdings Limited (a company incorporated in England and Wales with registered number 4215887),</p> <p><b>"Receiver"</b> means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property,</p> <p><b>"Refinanced Second Secured Liabilities"</b> has the meaning given to it in the Intercreditor Deed,</p> <p><b>"Relevant Secured Documents"</b> means the Senior Facilities Agreement, the Original Senior Secured Indenture, any Additional Senior Secured Indenture and any Second Secured Indenture,</p> <p><b>"Right of Pledge"</b> means the right of pledge in respect of the INEOS Manufacturing Shares, INEOS Sales Shares or INEOS Services Shares created by Clause 2 1 (<i>Pledge</i>) of the INEOS</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Manufacturing Share Pledge Agreement, INEOS Sales Share Pledge Agreement and INEOS Services Share Pledge Agreement,</p> <p><b>"Second Secured Creditors"</b> means any holders of any Second Secured Debt and any trustee in respect of such Second Secured Debt,</p> <p><b>"Second Secured Debt"</b> means any amounts comprising Refinanced Second Secured Liabilities raised by way of note issuance permitted in accordance with the Senior Facilities Agreement and the Intercreditor Deed,</p> <p><b>"Second Secured Documents"</b> means each document constituting, evidencing or relating to Refinanced Second Secured Liabilities,</p> <p><b>"Second Secured Indenture"</b> means any indenture pursuant to which any Second Secured Debt is issued or is to be issued (as amended, supplemented and/or waived from time to time),</p> <p><b>"Secured Documents"</b> means, together, the Senior Finance Documents, the Senior Secured Note Documents and the Second Secured Documents,</p> <p><b>"Secured Parties"</b> means each Senior Finance Party, each Senior Secured Note Creditor, each Second Secured Creditor and any Receiver or Delegate,</p> <p><b>"Security Interest"</b> means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment by way of security, assignation in security, standard security, reservation of title, any other security interest or any other agreement or arrangement (including a sale and repurchase arrangement) having the commercial effect of conferring security,</p> <p><b>"Security Documents"</b> means each of the security documents specified in schedule 2 (<i>Security Documents</i>) to the Senior Facilities Agreement and all other documents entered into by any Group Company or any other person creating, evidencing or granting a Security Interest in favour of any Senior Finance Party in relation to the obligations of any obligor or any other grantor of Transaction Security under any Senior Finance Documents, all other documents entered into by any Group Company or any other person creating, evidencing or granting any Security Interest granted or to be granted under any Senior Secured Note Documents, each document or instrument granting or creating the Security Interests granted in accordance with clause 6.2 (<i>High Yield Guarantees and Security</i>) of the Intercreditor Deed in favour of the security agent or the trustee(s) acting on behalf of the high yield creditors referred to in the Intercreditor Deed and any Security Interest granted under any covenant for further assurance in any of those documents,</p> <p><b>"Senior Facilities Agreement"</b> means the senior facilities agreement dated 12th May 2010 made between, amongst others, the Parent, the Principal Obligor and the Original Lenders referred to therein (as amended, restated, supplemented and/or waived from time to time),</p> <p><b>"Senior Finance Documents"</b> means the Senior Facilities Agreement, each Security Document, the Intercreditor Deed, each Hedging Agreement, each Ancillary Document, each Accession Document, each Transfer Certificate, each Fees Letter, the Invitation Memorandum, each Acceptance Notice and any other document designated as a Senior Finance Document by the Principal Obligor and the Facility Agent,</p> <p><b>"Senior Finance Parties"</b> means Barclays Capital and J P Morgan plc each as joint mandated lead arrangers and joint bookrunners, the Facility Agent, the Security Agent, each Lender, each Ancillary Lender, each Issuing Lender and each Hedging Lender,</p> <p><b>"Senior Secured Note Creditors"</b> means the Original Senior Secured Note Creditors and any Additional Senior Secured Note Creditors,</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

6

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

Please give the short particulars of the property mortgaged or charged

Short particulars

**"Senior Secured Note Documents"** means the Original Senior Secured Note Documents and any Additional Senior Secured Note Documents,

**"Senior Secured Note Issuer"** means the Original Senior Secured Note Issuer, (to the extent it issues Senior Secured Notes permitted under the Senior Facilities Agreement and the Intercreditor Deed) the Principal Obligor and each other direct wholly-owned Subsidiary of the Principal Obligor established for the purpose of issuing Senior Secured Notes and incorporated in the European Union or in any state of the United States that complies with clause 20.49(d) (*Senior Secured Notes*) of the Senior Facilities Agreement,

**"Senior Secured Notes"** means any senior secured notes issued or to be issued by any Senior Secured Note Issuer and complying with the Senior Secured Note parameters set out in part 1 of schedule 17 (*Parameters*) to the Senior Facilities Agreement,

**"Shares"** means INEOS Manufacturing Shares, INEOS Sales Shares and INEOS Services Shares,

**"Subsidiary"** means a subsidiary within the meaning of section 1159 of the Companies Act 2006 (excluding for all purposes any Excluded Company and the Excluded Holding Company),

**"Transaction Completion Date"** means 12th May 2010,

**"Transaction Security"** means the Security Interests created or expressed to be created in favour of the Security Agent or any other Secured Party pursuant to the Security Documents,

**"Transfer Certificate"** means a certificate substantially in the form set out in schedule 5 (*Transfer Certificate*) to the Senior Facilities Agreement or such other form as the Principal Obligor and the Facility Agent may agree, and

**"Treasury Transaction"** means any currency or interest, cap or collar agreement, forward rate agreement, interest rate or currency future or option contract, foreign exchange or currency purchase or sale agreement, interest rate swap, currency swap or combined interest rate and currency agreement, any commodity hedging agreement and any other similar agreement

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;"><b><u>PART B</u></b></p> <p style="text-align: center;"><b><u>Short particulars of all the property mortgaged or charged</u></b></p> <ol style="list-style-type: none"> <li>(1) Pursuant to Clause 2 1 (<i>Pledge</i>) of the INEOS Manufacturing Share Pledge Agreement, the Pledgor grants a first ranking pledge ("<i>gage de premier rang</i>" / "<i>eersterangs pand</i>") over the Shares it owns in INEOS Manufacturing</li> <li>(2) Pursuant to Clause 2 1 (<i>Pledge</i>) of the INEOS Sales Share Pledge Agreement, the Pledgor grants a first ranking pledge ("<i>gage de premier rang</i>" / "<i>eersterangs pand</i>") over the Shares it owns in INEOS Sales</li> <li>(3) Pursuant to Clause 2 1 (<i>Pledge</i>) of the INEOS Services Share Pledge Agreement, the Pledgor grants a first ranking pledge ("<i>gage de premier rang</i>" / "<i>eersterangs pand</i>") over the Shares it owns in INEOS Services</li> <li>(4) Pursuant to Clause 2 2 (<i>Future Shares</i>) of the INEOS Manufacturing Share Pledge Agreement, if the Pledgor acquires in any manner any Future Shares in INEOS Manufacturing, which are not included within the pledge contained in Clause 2 1 (<i>Pledge</i>) of the INEOS Manufacturing Share Pledge Agreement, it grants a first ranking pledge in the form of a pledge ("<i>gage</i>" / "<i>pand</i>") as set out in the INEOS Manufacturing Share Pledge Agreement over all such Future Shares</li> <li>(5) Pursuant to Clause 2 2 (<i>Future Shares</i>) of the INEOS Sales Share Pledge Agreement, if the Pledgor acquires in any manner any Future Shares in INEOS Sales, which are not included within the pledge contained in Clause 2 1 (<i>Pledge</i>) of the INEOS Sales Share Pledge Agreement, it grants a first ranking pledge in the form of a pledge ("<i>gage</i>" / "<i>pand</i>") as set out in the INEOS Sales Share Pledge Agreement over all such Future Shares</li> <li>(6) Pursuant to Clause 2 2 (<i>Future Shares</i>) of the INEOS Services Share Pledge Agreement, if the Pledgor acquires in any manner any Future Shares in INEOS Services, which are not included within the pledge contained in Clause 2 1 (<i>Pledge</i>) of the INEOS Services Share Pledge Agreement, it grants a first ranking pledge in the form of a pledge ("<i>gage</i>" / "<i>pand</i>") as set out in the INEOS Services Share Pledge Agreement over all such Future Shares</li> <li>(7) Pursuant to Clause 2 1 (<i>Supplemental</i>) of the Belgian Supplemental Agreement, to the extent necessary and for the avoidance of doubt, on the First Effective Date, the Belgian Security Documents shall be supplemented and amended on the terms set out in the Belgian Supplemental Agreement</li> <li>(8) Pursuant to Clause 3 2 (<i>Construction</i>) of the Belgian Supplemental Agreement, as from the First Effective Date, the Belgian Security Documents and the Belgian Supplemental Agreement shall be read and construed as one document and references in the Belgian Security Documents and in each of the Senior Finance Documents to the Belgian Security Documents shall be read and construed as references to the Belgian Security Documents as supplemented by the Belgian Supplemental Agreement</li> </ol>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;"><b><u>PART C</u></b></p> <p style="text-align: center;"><b><u>Covenants and Restrictions</u></b></p> <ol style="list-style-type: none"> <li>(1) Pursuant to Clause 5 1(i) (<i>Covenants</i>) of the INEOS Manufacturing Share Pledge Agreement, the Pledgor shall procure that no executory seizure ("<i>uitvoerend beslag</i>" / "<i>saisie execution</i>") is made on any of the Shares it owns in INEOS Manufacturing and that any conservatory seizure ("<i>bewarend beslag</i>" / "<i>saisie conservatoire</i>") is lifted within 45 days of its first being made</li> <li>(2) Pursuant to Clause 5 1(i) (<i>Covenants</i>) of the INEOS Sales Share Pledge Agreement, the Pledgor shall procure that no executory seizure ("<i>uitvoerend beslag</i>" / "<i>saisie execution</i>") is made on any of the Shares it owns in INEOS Sales and that any conservatory seizure ("<i>bewarend beslag</i>" / "<i>saisie conservatoire</i>") is lifted within 45 days of its first being made</li> <li>(3) Pursuant to Clause 5 1(i) (<i>Covenants</i>) of the INEOS Services Share Pledge Agreement, the Pledgor shall procure that no executory seizure ("<i>uitvoerend beslag</i>" / "<i>saisie execution</i>") is made on any of the Shares it owns in INEOS Services and that any conservatory seizure ("<i>bewarend beslag</i>" / "<i>saisie conservatoire</i>") is lifted within 45 days of its first being made</li> <li>(4) Pursuant to Clause 5 1(ii) (<i>Covenants</i>) of the INEOS Manufacturing Share Pledge Agreement and subject to any disposal permitted by the Relevant Secured Documents, the Pledgor agrees during the term of the INEOS Manufacturing Share Pledge Agreement to preserve and maintain the Shares it owns in INEOS Manufacturing as long as the Right of Pledge has not been released in accordance with Clause 10 (<i>Discharge of security</i>) of the INEOS Manufacturing Share Pledge Agreement</li> <li>(5) Pursuant to Clause 5 1(ii) (<i>Covenants</i>) of the INEOS Sales Share Pledge Agreement and subject to any disposal permitted by the Relevant Secured Documents, the Pledgor agrees during the term of the INEOS Sales Share Pledge Agreement to preserve and maintain the Shares it owns in INEOS Sales as long as the Right of Pledge has not been released in accordance with Clause 10 (<i>Discharge of security</i>) of the INEOS Sales Share Pledge Agreement</li> <li>(6) Pursuant to Clause 5 1(ii) (<i>Covenants</i>) of the INEOS Services Share Pledge Agreement and subject to any disposal permitted by the Relevant Secured Documents, the Pledgor agrees during the term of the INEOS Services Share Pledge Agreement to preserve and maintain the Shares it owns in INEOS Services as long as the Right of Pledge has not been released in accordance with Clause 10 (<i>Discharge of security</i>) of the INEOS Services Share Pledge Agreement</li> <li>(7) Pursuant to Clause 5 1(iii) (<i>Covenants</i>) of the INEOS Manufacturing Share Pledge Agreement, the Pledgor shall exercise all subscription rights to which the Shares it owns in INEOS Manufacturing may be entitled unless otherwise agreed by the Security Agent</li> <li>(8) Pursuant to Clause 5 1(iii) (<i>Covenants</i>) of the INEOS Sales Share Pledge Agreement, the Pledgor shall exercise all subscription rights to which the Shares it owns in INEOS Sales may be entitled unless otherwise agreed by the Security Agent</li> <li>(9) Pursuant to Clause 5 1(iii) (<i>Covenants</i>) of the INEOS Services Share Pledge Agreement, the Pledgor shall exercise all subscription rights to which the Shares it owns in INEOS Services may be entitled unless otherwise agreed by the Security Agent</li> <li>(10) Pursuant to Clause 5 2 (<i>Negative undertakings</i>) of the INEOS Manufacturing Share Pledge Agreement, unless permitted by the Relevant Secured Documents, the Pledgor shall not, without the written consent of the Security Agent <ol style="list-style-type: none"> <li>(a) create or permit to subsist any encumbrance in respect of, on or over the INEOS Manufacturing Shares it owns in INEOS Manufacturing or any part thereof or interest therein other than the Right of Pledge,</li> </ol> </li> </ol>	

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

- (b) sell, transfer or otherwise dispose of the INEOS Manufacturing Shares it owns in INEOS Manufacturing or any part thereof or interest therein,
- (c) permit the conversion of the INEOS Manufacturing Shares into bearer shares,
- (d) permit INEOS Manufacturing to make any alteration to, or reorganise, the share capital of INEOS Manufacturing or to cancel, reduce, increase, redeem, create or issue or put under option any share capital or other securities, or securities convertible or exchangeable into shares or other securities, and
- (e) permit any modification of the articles of association of INEOS Manufacturing ("*status*" / "*statuten*"), which could have an adverse impact on the interests of the Security Agent
- (11) Pursuant to Clause 5 2 (*Negative undertakings*) of the INEOS Sales Share Pledge Agreement, unless permitted by the Relevant Secured Documents, the Pledgor shall not, without the written consent of the Security Agent
  - (a) create or permit to subsist any encumbrance in respect of, on or over the INEOS Sales Shares it owns in INEOS Sales or any part thereof or interest therein other than the Right of Pledge,
  - (b) sell, transfer or otherwise dispose of the INEOS Sales Shares it owns in INEOS Sales or any part thereof or interest therein,
  - (c) permit the conversion of the INEOS Sales Shares into bearer shares,
  - (d) permit INEOS Sales to make any alteration to, or reorganise, the share capital of INEOS Sales or to cancel, reduce, increase, redeem, create or issue or put under option any share capital or other securities, or securities convertible or exchangeable into shares or other securities, and
  - (e) permit any modification of the articles of association of INEOS Sales ("*status*" / "*statuten*"), which could have an adverse impact on the interests of the Security Agent
- (12) Pursuant to Clause 5 2 (*Negative undertakings*) of the INEOS Services Share Pledge Agreement, unless permitted by the Relevant Secured Documents, the Pledgor shall not, without the written consent of the Security Agent
  - (a) create or permit to subsist any encumbrance in respect of, on or over the INEOS Services Shares it owns in INEOS Services or any part thereof or interest therein other than the Right of Pledge,
  - (b) sell, transfer or otherwise dispose of the INEOS Services Shares it owns in INEOS Services or any part thereof or interest therein,
  - (c) permit the conversion of the INEOS Services Shares into bearer shares,
  - (d) permit INEOS Services to make any alteration to, or reorganise, the share capital of INEOS Services or to cancel, reduce, increase, redeem, create or issue or put under option any share capital or other securities, or securities convertible or exchangeable into shares or other securities, and

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

(e) permit any modification of the articles of association of INEOS Services ("status"/"statuten"), which could have an adverse impact on the interests of the Security Agent

(13) Pursuant to Clause 4 3 (*Further assurance*) of the Belgian Supplemental Agreement, if a competent Belgian court would deem the Belgian Security Documents, as amended under and pursuant to the Belgian Supplemental Agreement, ineffectual for any reason under Belgian law as security for the respective Secured Obligations (*Gewaarborgde Verbintenissen / Obligations Garanties*) (as defined in the Belgian Security Documents), the parties hereto agree explicitly that the Belgian Supplemental Agreement creates new security interests, to the largest extent possible similar to those constituted by the Belgian Security Documents as amended under and pursuant to the Belgian Supplemental Agreement, which shall enter into full force and effect in accordance with the terms and conditions of the Belgian Supplemental Agreement as of the date of the Belgian Supplemental Agreement

(14) Pursuant to Clause 4 5 (*Undertaking*) of the Belgian Supplemental Agreement, the Pledgor shall, at the request of the Security Agent and at its own expense, do all such acts and things necessary or desirable to give full effect to the amendments effected or to be effected pursuant to the Belgian Supplemental Agreement





## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 5310655  
CHARGE NO. 25**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIRST SUPPLEMENTAL  
AGREEMENT GOVERNED BY BELGIAN LAW DATED 23  
DECEMBER 2010 AND CREATED BY INEOS EUROPE LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY OR ANY OTHER GROUP COMPANY OR ANY  
OTHER GRANTOR OF TRANSACTION SECURITY TO ANY  
SECURED PARTY ON ANY ACCOUNT WHATSOEVER UNDER  
THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 31 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JANUARY 2011

*P*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES