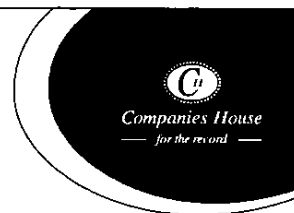


MG06

Particulars of a charge subject to which property has
been acquired



037632/13

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 charge subject to
which property has been acquired

☐ **What this form is for**
You cannot use this
submitting particulars
subject to which property
acquired for a company
in Scotland. To do this
form MG06s

WEDNESDAY



LD4 *L6T9KUT0* 08/06/2011 2
COMPANIES HOUSE

1 Company details

Company number 0 5 3 1 0 6 5 5

Company name in full INEOS Europe Limited

28 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 the instrument (if any) creating or evidencing the charge

Date of the instrument (if any) d 3 d 1 m 0 m 1 y 2 y 0 y 1 y 1

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

Description ① German law security transfer agreement dated 31 January 2011
between, amongst others, INEOS Europe Limited, INEOS Oxide
Limited (as "Transferors") and Barclays Bank Plc as Security Agent

① Please give a description of the
instrument, e.g. 'Trust Deed',
'Debenture', 'Mortgage', or 'Legal
charge', etc. as the case may be

4 Date of acquisition of the property which is subject to the charge

d 0 d 1 m 0 m 6 y 2 y 0 y 1 y 1

5 Amount secured

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

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

Amount secured Please see attached continuation page

MG06

Particulars of a charge subject to which property has been acquired

6

Mortgagee(s) or person(s) entitled to the charge

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									
Postcode	E	1	4		4	B	B			
Name										
Address										
Postcode										
Name										
Address										
Postcode										

7

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 see attached continuation pages

MG06

Particulars of a charge subject to which property has been acquired

8

Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge

The copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. 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)

9

Signature

Please sign the form here

Signature

Signature

x Shearman & Sterling (London) LLP x

This form must be signed by a person with an interest in the registration of the charge

MG06

Particulars of a charge subject to which property has been acquired



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 **Nick Pascal**

Company name **Shearman & Sterling (London) 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 5000**



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 a certified copy of the deed (if any) with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument (if any)
- ☐ You have given the date of acquisition
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the 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 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

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Particulars of a charge subject to which property has been acquired

5	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 Transferor, any Obligor, any other member of the Group 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) and including, but without limitation, any claims of the Security Agent arising under any abstract acknowledgement of indebtedness (abstraktes Schuldanerkenntnis) granted in relation to the Secured Documents and any claims of the Security Agent in its capacity as the joint and several creditor (Gesamtgläubiger) of each and every obligation of any member of the Group or any other grantor of Transaction Security towards each of the Secured Parties under the Secured Documents at present or in the future, in any manner whether actual or contingent, matured or unmatured, liquidated or unliquidated, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon (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 member of the Group, 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) (the "Secured Obligations")</p>	

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7	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;"><u>PART A</u></p> <p style="text-align: center;"><u>Definitions</u></p> <p>In this form MG06, so far as the context admits, the following expressions have the following meaning</p> <p>"Acceptance Notice" means a confirmation of acceptance substantially in the form attached to the Invitation Memorandum in respect of the consent solicitation and loan exchange process pursuant to the terms of the Invitation Memorandum,</p> <p>"Accession Document" means an agreement pursuant to which a member of the Group becomes a Borrower and/or a Guarantor under the Senior Facilities Agreement and becomes a party to the Intercreditor Deed,</p> <p>"Agency Fees Letter" means the letter dated 12 May 2010 from the Facility Agent to the Principal Obligor setting out details of certain fees payable to the Facility Agent in connection with the Senior Facilities Agreement,</p> <p>"Ancillary Documents" means the documents setting out the terms on which the Ancillary Facilities are made available,</p> <p>"Ancillary Facilities" means working capital facilities made available in place of all or part of the revolving credit commitments of an Ancillary Lender as provided for in the Senior Facilities Agreement,</p> <p>"Ancillary Lender" means a Lender in its capacity as provider of Ancillary Facilities,</p> <p>"Bank Guarantee" means a guarantee or letter of credit issued by an Issuing Lender under the Revolving Facility in the form agreed by the Principal Obligor, the Facility Agent and the relevant Issuing Lender,</p> <p>"Beneficiaries" means each of the Secured Parties from time to time and "Beneficiary" means any of them,</p> <p>"Borrowers" means each member of the Group which has become a borrower under the Senior Facilities Agreement and each member of the Group which shall have become a borrower under the Senior Facilities Agreement by executing an Accession Document and "Borrower" means any of them,</p> <p>"Business Day" means a day (other than a Saturday or a Sunday) on which banks are open for general business in London and New York,</p> <p>"Declared Default" means an Event of Default which is continuing in respect of which the Security Agent has given notice of its intention to enforce,</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p>"Event of Default" means any event or circumstance specified as such in any of the Senior Facilities Agreement or the Senior Secured Indenture,</p> <p>"Facility Agent" means Barclays Bank PLC in its capacity as facility agent for the Lenders under the Senior Finance Documents,</p>

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Particulars of a charge subject to which property has been acquired

7

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"**Fees Letters**" means the Agency Fees Letter, the Security Agent Fees Letter and the Mandate Letter,

"**Group**" means Parent Holdco and its Subsidiaries from time to time and "**member of the Group**" means any of them,

"**Guarantors**" means (i) each member of the Group which has become a guarantor under the Senior Facilities Agreement, (ii) each member of the Group which shall have become a guarantor under the Senior Facilities Agreement by executing an Accession Document, (iii) each member of the Group which has become a guarantor under the Senior Secured Note Documents and (iv) each member of the Group which shall become a guarantor under the Senior Secured Note Documents by executing a deed of accession to the Intercreditor Deed and "**Guarantor**" means any of them,

"**Hedging Agreements**" means the agreements entered into with the Hedging Lenders for the purpose of hedging interest rate risk and any other hedging agreements entered into in accordance with the Senior Facilities Agreement and the Intercreditor Deed,

"**Hedging Lender**" means any Lender (or an affiliate of a Lender) in its capacity as provider of any Hedging Agreement in relation to certain facilities provided under the Hedging Agreements, which is or becomes party to the Intercreditor Deed,

"**Intercreditor Deed**" means the intercreditor deed dated 12 May 2010 (as amended and restated by a first amendment deed dated 23 December 2010) between, amongst others, the Obligors, Barclays Bank PLC as Security Agent and as Facility Agent for the Lenders, BP International Limited as collateral agent for the BP Creditors referred to therein and acceded to by The Bank of New York Mellon as trustee for the Senior Secured Note Creditors 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 17 March 2010 (as supplemented by the supplement to the invitation memorandum dated 12 April 2010) from the Parent, the Principal Obligor and the Purchaser to the lenders under an existing facilities agreement requesting that such lenders participate in a consent solicitation and a loan exchange process in respect of the facilities provided under such existing facilities agreement,

"**Issuing Lender**" means Barclays Bank PLC in its capacity as issuer of a Bank Guarantee and any additional Issuing Lender appointed in accordance with the Senior Facilities Agreement,

"**Lenders**" 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,

"**Mandate Letter**" means the mandate letter dated 17 March 2010 from the Joint Mandated Lead Arrangers to INEOS Group Investments Limited and the Purchaser (and as subsequently acceded to by the Principal Obligor) setting out, amongst other things, details of certain fees payable to the Joint Mandated Lead Arrangers in connection with the Senior Facilities Agreement,

"**Majority Senior Creditors**" has the meaning given to that term in the Intercreditor Deed,

"**Obligors**" means the Principal Obligor, the Purchaser, each Borrower and each Guarantor and "**Obligor**" means any of them,

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>"Parent" means INEOS Group Limited (a company incorporated in England and Wales with registered number 3534631,</p> <p>"Principal Obligor" means INEOS Holdings Limited, a company incorporated in England and Wales with registered number 4215887,</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the assets of the Obligors which from time to time are, or are expressed to be, subject to any Security Documents,</p> <p>"Relevant Secured Documents" means the Senior Facilities Agreement and the Senior Secured Indenture,</p> <p>"Revolving Facility" means the revolving credit facility made available to the Borrowers pursuant to the Senior Facilities Agreement,</p> <p>"Secured Documents" means the Senior Finance Documents and the Senior Secured Note Documents,</p> <p>"Secured Parties" means each Senior Finance Party, the Senior Secured Note Creditors and any Receiver or Delegate and "Secured Party" means any of them,</p> <p>"Security Documents" means any document providing for a Security Interest in favour of the Secured Parties (or any of them) in respect of obligations of the Obligors under the Secured Documents,</p> <p>"Security Agent Fees Letter" means the letter dated 12 May 2010 from the Security Agent to the Principal Obligor setting out certain fees payable to the Security Agent in connection with the Senior Finance Documents,</p> <p>"Security Interest" means any mortgage, charge, pledge, lien, hypothecation, right of set-off, security trust, assignment by way of 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>"Senior Facilities Agreement" means (amongst other documents) the senior facilities agreement dated 12th May 2010 made between, amongst others, INEOS Group Limited, INEOS Holdings Limited as the Principal Obligor and the Original Lenders referred to therein (as amended by the First Supplemental Agreement and as further amended, restated, supplemented and/or waived from time to time),</p> <p>"Senior Finance Documents" means the Senior Facilities Agreement, the First Supplemental Agreement, each Security Document, the Intercreditor Deed, each Hedging Agreement, each Ancillary Document, each Accession Document, each Transfer Certificate, the Fees Letters, 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>"Senior Finance Parties" means each Joint Mandated Lead Arranger, each Joint Bookrunner, the Facility Agent, the Security Agent, each Lender, each Ancillary Lender, each Issuing Lender and each Hedging Lender and "Senior Finance Party" means any of them,</p> <p>"Senior Secured Indenture" means the indenture dated 12 May 2010 pursuant to which the Senior Secured Notes are issued (as amended, supplemented and/or waived from time to time),</p>

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Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>"Senior Secured Note Creditors" means the Senior Secured Noteholders and the Senior Secured Note Trustee,</p> <p>"Senior Secured Note Documents" means the Senior Secured Indenture, the Senior Secured Notes, the guarantees in respect of the Senior Secured Notes granted under the Senior Secured Indenture, the Security Interests granted or to be granted for the benefit of the Senior Secured Note Creditors pursuant to Senior Secured Note Documents, and the Intercreditor Deed,</p> <p>"Senior Secured Note Trustee" means The Bank of New York Mellon as trustee for the Senior Secured Noteholders or any person appointed for the time being to act in such capacity,</p> <p>"Senior Secured Noteholders" means the holders from time to time of the Senior Secured Notes,</p> <p>"Swiss Bankruptcy Act" means the Swiss Federal Debt Enforcement and Bankruptcy Act (<i>Bundesgesetz vom 11 April 1889 über Schuldbetreibung und Konkurs</i>), as amended from time to time,</p> <p>"Transaction Security" means the Security Interests created or expressed to be created in favour of the Secured Parties (or any of them) or the Security Agent pursuant to the Security Documents, and</p> <p>"Transfer Certificate" means a certificate to be delivered to the Facility Agent by a Lender regarding the transfer of certain specified rights and obligations of such Lender to a transferee under the Senior Facilities Agreement,</p>

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Particulars of a charge subject to which property has been acquired

7	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;">PART B</p> <p style="text-align: center;">Short particulars of all the property mortgaged or charged</p> <ol style="list-style-type: none"> 1 Pursuant to Clause 2.1 (<i>Transfer</i>) of the Agreement, the Transferor transfers to the Security Agent title to any and all assets (fixtures (<i>bewegliches Anlagevermögen</i>) and chattels (<i>Umlaufvermögen</i>), including without limitation raw materials, work in progress and finished stock) which are currently or in the future located at the premises as set out in Schedules 1.1 and 1.2 of the Agreement for the respective Transferor (the "Premises") For notification purposes, such assets are more particularly described in the lists delivered pursuant to Clauses 5.1 and 5.2 of the Agreement and include without limitation all those fixtures and chattels described in any list delivered pursuant to Clause 5.2 (<i>List of transferred assets</i>) of the Agreement (such goods and objects which at or after the date of the Agreement are located at the Premises shall hereinafter be referred to as the "Transferred Goods") 2 Pursuant to Clause 2.2 (<i>Transfer</i>) of the Agreement, to the extent that the Transferor has only part ownership (<i>Miteigentum</i>) of the Transferred Goods or the Transferor has any inchoate rights (<i>Anwartschaftsrechte</i>) in respect of the Transferred Goods, the Transferor transfers to the Security Agent such part ownership or inchoate rights in respect of the Transferred Goods and it is agreed that the transfer of ownership, part ownership or inchoate rights in respect of the Transferred Goods transferred by the Transferor takes place on the date of the Agreement or on the date the Transferor acquires ownership, part ownership or inchoate rights in respect of such Transferred Goods (together with the Transferred Goods referred to as the "Transferred Assets") 3 Pursuant to Clause 2.4 (<i>Transfer</i>) of the Agreement, in lieu of transfer of possession of the Transferred Assets to the Security Agent the Transferor shall hold the Transferred Assets transferred by it to the Security Agent in gratuitous custody (<i>unentgeltliche Verwahrung</i>) for the Security Agent The Transferor further assigns all present and future claims against third parties obtaining actual possession of any of the Transferred Assets transferred by the Transferor to the Security Agent, who accepts such assignment 4 Pursuant to Clause 2.5 (<i>Transfer</i>) of the Agreement, the Security Agent who is acting as security agent for the Beneficiaries accepts the transfers constituted by the Agreement 5 Pursuant to Clause 2.6 (<i>Transfer</i>) of the Agreement, the Transferor approves and consents to the transfer of title by any of the other transferors under the Agreement 6 Pursuant to Clause 9.1 (<i>Use of the transferred assets in production process</i>) of the Agreement, subject to the terms and conditions of Clause 11 (<i>Revocation of Rights</i>) of the Agreement, the Security Agent authorises the Transferor to use the Transferred Assets transferred by the Transferor to the Security Agent free of charge (<i>unentgeltlich</i>) for and on behalf of the Security Agent in any production process carried on by (or on behalf of) the Transferor (hereinafter referred to as the "Right to Use") such that the Security Agent shall during every stage of the production process remain or become owner, part owner or have an inchoate right (<i>Anwartschaftsrecht</i>) in respect of the relevant Transferred Assets or the goods which are the result of such production process (such goods being hereinafter referred to as the "New Product")

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Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>7 Pursuant to Clause 9 2 (<i>Use of the transferred assets in production process</i>) of the Agreement, if as a result of any production process carried on by the Transferor (whether or not by incorporation of the relevant Transferred Assets into a New Product (<i>Vermischung, Vermengung</i>) or otherwise) the Security Agent should no longer be the owner, part-owner or holder of an inchoate right (<i>Anwartschaftsrecht</i>) of the relevant Transferred Asset or of the New Product, then as soon as the Transferor acquires such rights with respect to the New Product resulting therefrom, such rights shall automatically be deemed to be transferred to the Security Agent</p> <p>8 Pursuant to Clause 9 3 (<i>Use of the transferred assets in production process</i>) of the Agreement, to the extent that the Transferor has the right to demand transfer of ownership, part ownership or inchoate rights (<i>Anwartschaftsrecht</i>), the Transferor assigns such rights to the Security Agent who accepts such assignment</p> <p>9 Pursuant to Clause 9 4 (<i>Use of the transferred assets in production process</i>) of the Agreement, in so far as any ownership, part-ownership or any inchoate right (<i>Anwartschaftsrecht</i>) in any New Products shall pass to the Security Agent, in lieu of a transfer of possession of such New Products the relevant Transferor shall hold such New Products in gratuitous custody (<i>unentgeltliche Verwahrung</i>) for the Security Agent</p> <p>10 Pursuant to Clause 9 5 (<i>Use of the transferred assets in production process</i>) of the Agreement, if any third party is in, or acquires, possession of any New Product, the Transferor assigns to the Security Agent its present and future claims to demand restitution (<i>Herausgabe</i>) from such third party and the Security Agent accepts such assignment</p> <p>11 Pursuant to Clause 9 5 (<i>Use of the transferred assets in production process</i>) of the Agreement, the Transferor also assigns to the Security Agent all present or future claims it may have against a third party in respect of the production process of the relevant Transferred Assets or the New Product and the Security Agent accepts such assignment</p>	

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Particulars of a charge subject to which property has been acquired

7	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;">PART C</p> <p style="text-align: center;">Covenants and Restrictions</p> <p>1 Pursuant to Clause 2 3 (<i>Transfer</i>) of the Agreement, the Transferor and the Security Agent agree that the transfer of title by the Transferor to the Security Agent shall not be affected by the Transferor relocating any of the Transferred Assets to premises other than its respective Premises Subject to Clause 7 (<i>Disposal of Transferred Assets</i>) of the Agreement, the Transferor undertakes towards the Security Agent that upon such relocation it shall immediately notify the Security Agent and deliver a list setting out the respective Transferred Assets and a detailed site plan of the premises following which the Transferred Assets are readily identifiable Upon receipt of such notice and the respective site plan showing the exact locations at which such Transferred Assets are stored the relevant locations shall constitute Premises The Transferor's right to relocate any of the Transferred Assets to premises other than the Premises is subject to Clause 8 (<i>Use and Labelling of Transferred Assets</i>) of the Agreement</p> <p>2 Pursuant to Clause 5 2 (<i>List of Transferred Assets</i>) of the Agreement, if the Transferor employs a third party for its bookkeeping and/or data-processing then, upon the occurrence of a Declared Default, the Transferor hereby authorises the Security Agent to obtain the respective lists directly from such third party at the Transferor's expense</p> <p>3 Pursuant to Clause 5 4 (<i>List of transferred assets</i>) of the Agreement, the Transferor shall provide to the Security Agent an updated list (in electronic or any other form as agreed between the relevant Transferor and the Security Agent) of the Transferred Assets transferred by it as of the end of every calendar quarter, or at shorter intervals if so requested by the Security Agent and if reasonably necessary to safeguard the interests of the Beneficiaries The lists shall set forth details of the Transferred Assets in accordance with the lists provided pursuant to Clause 5 1 of the Agreement</p> <p>4 Pursuant to Clause 6 (<i>Retention of title arrangements</i>) of the Agreement, the Transferor shall, where appropriate, in the ordinary course of business terminate any person's retention of title arrangements (<i>Eigentumsvorbehalt</i>) in respect of any Transferred Assets transferred by it by paying the purchase price thereof Upon the occurrence of a Declared Default, the Security Agent shall be entitled to extinguish any retention of title arrangements by satisfying the holder thereof</p> <p>5 Pursuant to Clause 7 (<i>Disposal of Transferred Assets</i>) of the Agreement, subject to the terms and conditions of Clause 11 (<i>Revocation of Rights</i>) of the Agreement, the Security Agent authorises the Transferor to dispose of, only temporarily relocate and otherwise deal with the Transferred Assets transferred by the Transferor to the Security Agent in its own name and for its own account (such authorisation hereinafter referred to as the "Authorisation") The Transferor shall in doing so act with the care of an orderly acting merchant (<i>Sorgfalt eines ordentlichen Kaufmanns</i>) Any permanent relocation of the Transferred Assets shall require the prior written consent of the Security Agent Upon expiry of the Authorisation pursuant to Clause 11 (<i>Revocation of Rights</i>) of the Agreement, the Security Agent is entitled to claim delivery of all documents pertaining to the Transferred Assets</p> <p>6 Pursuant to Clause 8 (<i>Use and labelling of transferred assets</i>) of the Agreement, subject to Clause 7 (<i>Disposal of Transferred Assets</i>) of the Agreement, the Transferor shall at its cost keep the Transferred Assets transferred by the Transferor to the Security Agent in good order (i.e. apply the care of an orderly acting merchant) at its Premises At any time after the occurrence of a Declared Default, the Transferor shall, at the request of the Security Agent, label the Transferred Assets to show that they have been transferred for security purposes to the Security Agent</p>

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Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	7	Pursuant to Clause 10 1 (<i>Insurance of the transferred assets</i>) of the Agreement, during the term of this Agreement, the Transferor shall provide the Transferred Assets with insurance cover in accordance with the provisions of the Secured Documents
	8	<p>Pursuant to Clause 10 2 (<i>Insurance of the transferred assets</i>) of the Agreement, if required or advisable under the law governing an insurance contract entered into with respect to any of the Transferred Assets in order to protect the insurance cover regarding such Transferred Asset, the Transferor shall notify the respective insurer immediately that</p> <ul style="list-style-type: none"> (a) the Security Agent holds the title of the Transferred Assets, (b) the Security Agent holds all rights arising from the insurance agreement, (c) any payments under the insurance agreements relating to damages during the term of the transfer are to be performed directly to the Security Agent, and (d) the Security Agent assumes only the rights and not the obligations arising from the insurance agreement, with the further limitation that, without the Security Agent's consent, the Transferor is not entitled to a cancellation of the insurance agreement
	9	Pursuant to Clause 10 3 (<i>Insurance of the transferred assets</i>) of the Agreement, if required or advisable under the law governing an insurance contract entered into with respect to any of the Transferred Assets in order to protect the insurance cover regarding such Transferred Asset, the Transferor shall procure that the insurer submits an insurance certificate (<i>Versicherungsschein</i>) to the Security Agent
	10	Pursuant to Clause 10 4 (<i>Insurance of the transferred assets</i>) of the Agreement, upon the Security Agent's request the Transferor shall immediately submit to the Security Agent original copies, copies or sufficient extracts of each insurance policy together with a premium receipt or other proof of payment and, upon the Security Agent's reasonable request, an esteemed insurance broker's report regarding such insurance policy
	11	Pursuant to Clause 15 1 (<i>Right of inspection</i>) of the Agreement, the Transferor undertakes to provide the Security Agent promptly as its request (acting reasonably) with all information and documents which are necessary for perfecting and/or enforcing the respective security created hereby
	12	Pursuant to Clause 15 2 (<i>Right of inspection</i>) of the Agreement, the Transferor authorises the Security Agent during the term of the Agreement and upon not less than 24 hours' notice to inspect the Transferred Assets transferred by it to the Security Agent at the relevant Premises during normal business hours, or to have them inspected by a duly authorised representative
	13	Pursuant to Clause 15 2 (<i>Right of inspection</i>) of the Agreement, to the extent that the relevant Transferred Assets are in the possession of a third party, the Transferor hereby instructs such third party to allow inspection by the Security Agent of the relevant Transferred Assets at such third party's premises

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Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged	
Short particulars		Please give the short particulars of the property mortgaged or charged.
14	Pursuant to Clause 16.1 (<i>Bookkeeping and data-processing</i>) of the Agreement, if proof or documents which are necessary to identify the Transferred Assets have been handed over by the Transferor to a third party (in particular a bookkeeping firm or a tax consultant) the Transferor hereby assigns to the Security Agent, who accepts such assignment, its right to demand from such third party the return of the information and documents. Upon the occurrence of a Declared Default, each Transferor undertakes to instruct the third party to provide the Security Agent upon its demand (acting reasonably) with such information and documents which are necessary to perfect and/or enforce the relevant security.	
15	Pursuant to Clause 17.1 (<i>Undertakings of the transferors</i>) of the Agreement, during the term of the Agreement, the Transferor undertakes to the Security Agent (except as otherwise agreed in, or permitted under, the Relevant Secured Documents) to take all actions or make all declarations the Security Agent may require for perfecting, protecting or enforcing the security interests intended to be created by the Agreement at the Transferor's own cost and expense.	
16	Pursuant to Clause 17.2 (<i>Undertakings of the transferors</i>) of the Agreement, during the term of the Agreement, the Transferor undertakes to the Security Agent (except as otherwise agreed in, or permitted under, the Relevant Secured Documents) not to create or permit to subsist any encumbrance over all or any of the Transferred Assets transferred by it or any interest therein or otherwise sell, transfer or dispose of the whole or any part of such Transferred Assets or any interest therein (including, for the avoidance of doubt, any transfer by means of universal or partial succession (<i>Gesamtrechtsnachfolge</i> , <i>partielle Gesamtrechtsnachfolge</i>)) or knowingly do or permit to be done, anything which might reasonably be expected to depreciate, jeopardise or otherwise directly or indirectly prejudice the value of such Transferred Assets or any interest therein and to refrain from any acts or omissions the purpose or effect of which is or would be that rights of the relevant Transferor or the Transferred Assets cease to exist or are encumbered in any way.	
17	Pursuant to Clause 17.3 (<i>Undertakings of the transferors</i>) of the Agreement, during the term of the Agreement, the Transferor undertakes to the Security Agent (except as otherwise agreed in, or permitted under, the Relevant Secured Documents) to obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the laws and regulations applicable to enable the Transferor lawfully to enter into and perform its obligations under the Agreement and to ensure the legality, validity, enforceability or admissibility in evidence of the Agreement.	
18	Pursuant to Clause 17.4 (<i>Undertakings of the transferors</i>) of the Agreement, during the term of the Agreement, the Transferor undertakes to the Security Agent (except as otherwise agreed in, or permitted under, the Relevant Secured Documents) to notify the Security Agent promptly (<i>unverzüglich</i>) of any event or circumstance which might reasonably be expected to have a material adverse effect on the respective security interest granted by it under the Agreement.	
19	Pursuant to Clause 17.5 (<i>Undertakings of the transferors</i>) of the Agreement, during the term of the Agreement, the Transferor undertakes to the Security Agent (except as otherwise agreed in, or permitted under, the Relevant Secured Documents) to notify the Security Agent without undue delay of any attachment (<i>Pfändung</i>) and/or any third parties bringing claims of which it becomes aware in respect of the Transferred Assets transferred by it or any part thereof or any other measures which could jeopardise the Beneficiaries' rights relating to the Transferred Assets transferred by it or materially impair its value. In case of an attachment, the Transferor shall deliver to the Security Agent a copy of the attachment order (<i>Pfändungsbeschluss</i>) and all other documents necessary to object against the attachment and the Transferor shall inform the relevant attaching creditor immediately about the Security Agent's security interests.	



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. 28

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GERMAN LAW SECURITY
TRANSFER AGREEMENT FOR ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY, ANY OBLIGOR, ANY
OTHER MEMBER OF THE GROUP 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 SECURED ON THE PROPERTY ACQUIRED BY
INEOS EUROPE LIMITED ON THE 1 JUNE 2011 WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 8 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JUNE 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CH CONDON