

MG01

Particulars of a mortgage or charge

038003/336



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**

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THURSDAY

COMPANIES HOUSE



L148WD01

08/03/2012

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1 Company details

Company number 0 5 3 1 0 7 0 0

Company name in full INEOS European Holdings Limited

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 0 d 1 m 0 m 3 y 2 y 0 y 1 y 2

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

Amended and Restated Ontario law security agreement in respect of certain bank accounts dated 1
March 2012 granted by INEOS European Holdings Limited (the "Debtor") in favour of Barclays
Bank as the Security Agent (the "Security 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.

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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

Name	Barclays Bank PLC (as Security Agent)
Address	5 The Colonnade, Canary Wharf, London
Postcode	E 1 4 4 B B
Name	
Address	
Postcode	

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars Please refer to the attached continuation pages

Continuation page

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

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Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N/A

8

Delivery of instrument

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 870)

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 866) 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)

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Signature

Please sign the form here

Signature

Signature

X *Sheena - 6 Stirling (London) LLP* X

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

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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 Sedina Aidam

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

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 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 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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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 Debtor 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 (including, without limitation, any amendment to extend the maturity of any Facility, increase the total commitments of the Revolving Facility or to include any additional tranches of any Facility or to alter the margin, commission or fees applicable to any Facility under the Senior Finance Documents) however fundamental (to the extent permitted under the Secured Documents) or in relation to any new or increased advances or utilizations 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 "Indebtedness")</p>	

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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;">PART A</p> <p style="text-align: center;"><u>Definitions</u></p> <p>In this form MG01, so far as the context admits, the following expressions have the following meaning</p> <p>"2019 Senior Secured Indenture" means the indenture dated as of 10 February 2012 among the Senior Secured Note Issuer (as defined in the Intercreditor Deed), the guarantors named therein, The Bank of New York Mellon as trustee, and the other parties thereto (as amended, restated, supplemented and/or waived from time to time),</p> <p>"2019 Senior Secured Note Creditors" means the 2019 Senior Secured Noteholders and the 2019 Senior Secured Note Trustee,</p> <p>"2019 Senior Secured Note Documents" means the 2019 Senior Secured Indenture, the 2019 Senior Secured Notes, the guarantees in respect of the 2019 Senior Secured Notes granted under the 2019 Senior Secured Indenture, the Security Interests granted or to be granted for the benefit of the 2019 Senior Secured Note Creditors pursuant to the 2019 Senior Secured Note Documents and the Intercreditor Deed,</p> <p>"2019 Senior Secured Noteholders" means the holders from time to time of the 2019 Senior Secured Notes,</p> <p>"2019 Senior Secured Notes" means the Senior Secured Notes issued on 10 February 2012 under the 2019 Senior Secured Indenture,</p> <p>"2019 Senior Secured Note Trustee" means any entity appointed as trustee for any 2019 Senior Secured Noteholders,</p> <p>"Acceptance Notice" 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>"Accession Document" 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>"Accounts" has the meaning given to that term in the Personal Property Security Act of the Province of Ontario,</p> <p>"Additional Senior Secured Indenture" means any indenture (other than the Original Senior Secured Indenture and the 2019 Senior Secured Indenture) pursuant to which any Additional Senior Secured Notes are issued (as amended, restated, supplemented and/or waived from time to time),</p> <p>"Additional Senior Secured Note Creditors" means any Additional Senior Secured Noteholders and any Additional Senior Secured Note Trustee,</p>

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Additional Senior Secured Note Documents" 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>"Additional Senior Secured Note Trustee" means any entity appointed as trustee for any Additional Senior Secured Noteholders,</p> <p>"Additional Senior Secured Noteholders" means the holders from time to time of any Additional Senior Secured Notes,</p> <p>"Additional Senior Secured Notes" means any Senior Secured Notes issued or to be issued by any Senior Secured Note Issuer after the date of the Security Agreement,</p> <p>"Ancillary Documents" means all documents and agreements made by an Ancillary Lender and any Group Company in connection with the Ancillary Facilities,</p> <p>"Ancillary Facilities" 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>"Ancillary Lender" 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>"Bank Accounts" means all bank accounts at the date of the Security Agreement and in the future maintained in the name of the Debtor or in which the Debtor may otherwise have any right, title or interest, and the Accounts evidenced by any credit balances from time to time therein,</p> <p>"Charged Property" 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>"Collateral" means</p> <ul style="list-style-type: none"> i the Bank Accounts, ii all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the Bank Accounts and in which the Debtor, or any Person on the Debtor's behalf, at any time has any right, title or interest, and iii all Proceeds thereof, wherever located, <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Excluded Company" means</p> <ol style="list-style-type: none"> i 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 ii any subsidiary of any company referred to in (i), <p>"Existing Facilities Agreement" means the senior facilities agreement dated 14 December 2005 as amended from time to time 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>"Facility" means the Revolving Facility, the terms loans and the working capital facilities provided under the Senior Facilities Agreement,</p> <p>"Facility Agent" means Barclays Bank PLC in its capacity as facility agent for the Lenders under the Senior Finance Documents,</p> <p>"Fees Letter" 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>"Group" means the Parent Holdco and its Subsidiaries from time to time (excluding for all purposes any Excluded Company),</p> <p>"Group Company" means a member of the Group,</p> <p>"Hedging Agreements" means Treasury Transactions entered into or to be entered into with the Hedging Lenders,</p> <p>"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,</p> <p>"Intercreditor Deed" means the intercreditor deed dated 12 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),</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Invitation Memorandum" means the invitation memorandum dated 17 March 2010 (as supplemented by the supplement to the invitation memorandum dated 12 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,</p> <p>"Issuing Lender" 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>"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,</p> <p>"Original Issuing Lender" means Barclays Bank PLC,</p> <p>"Original Senior Secured Indenture" means the indenture dated 12 May 2010 pursuant to which the Original Senior Secured Notes are issued (as amended, supplemented and/or waived from time to time),</p> <p>"Original Senior Secured Note Creditors" means the Original Senior Secured Noteholders and the Original Senior Secured Note Trustee,</p> <p>"Original Senior Secured Note Documents" 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>"Original Senior Secured Note Issuer" 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>"Original Senior Secured Note Trustee" means The Bank of New York Mellon as trustee for the Original Senior Secured Noteholders,</p> <p>"Original Senior Secured Noteholders" means the holders from time to time of the Original Senior Secured Notes,</p> <p>"Original Senior Secured Notes" means the Senior Secured Notes issued by the Original Senior Secured Note Issuer on 12 May 2010,</p> <p>"Parent" means INEOS Group Limited (a company incorporated in England and Wales with registered number 3534631),</p> <p>"Parent Holdco" means INEOS Group Holdings S A , a company incorporated in Luxembourg with registered number B157810,</p>	

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="336 454 991 483">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="336 510 1412 663">"Person" is to be broadly interpreted and includes an individual, a corporation, a limited liability company, a partnership, a trust, a joint venture, an association, an unincorporated organization, the government of a country or any political subdivision thereof, any agency or department of any such government or any other Governmental Authority, and the heirs, executors, administrators or other legal representatives of an individual in such capacity,</p> <p data-bbox="336 689 1412 750">"Principal Obligor" mean INEOS Holdings Limited, a company incorporated in England and Wales with registered number 4215887,</p> <p data-bbox="336 777 1412 837">"Proceeds" has the meaning given to that term in the Personal Property Security Act of the Province of Ontario,</p> <p data-bbox="336 864 1412 925">"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property,</p> <p data-bbox="336 952 1315 981">"Refinanced Second Secured Liabilities" has the meaning given to it in the Intercreditor Deed,</p> <p data-bbox="336 1008 1412 1068">"Revolving Facility" means the revolving credit facility provided by certain Lenders up to a determined maximum amount as set out in the Senior Facilities Agreement,</p> <p data-bbox="336 1095 1412 1155">"Second Secured Creditors" means any holders of any Second Secured Debt and any trustee in respect of such Second Secured Debt,</p> <p data-bbox="336 1182 1412 1274">"Second Secured Debt" 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 data-bbox="336 1301 1412 1361">"Second Secured Documents" means each document constituting, evidencing or relating to Refinanced Second Secured Liabilities,</p> <p data-bbox="336 1388 1412 1449">"Second Secured Indenture" 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 data-bbox="336 1476 1412 1536">"Secured Documents" means, together, the Senior Finance Documents, the Senior Secured Note Documents and the Second Secured Documents,</p> <p data-bbox="336 1563 1412 1624">"Secured Parties" means each Senior Finance Party, each Senior Secured Note Creditor, each Second Secured Creditor and any Receiver or Delegate,</p> <p data-bbox="336 1650 1412 1776">"Security Agent" means Barclays Bank PLC as security trustee for itself and the other Secured Parties, or such other security trustee as may be appointed under the terms of the Intercreditor Deed to hold the whole or any part of the security created by the Security Documents in accordance with the terms of the Intercreditor Deed,</p> <p data-bbox="336 1803 1412 1928">"Security Interest" 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>

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Security Documents" 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 (whether alone or together with any Senior Secured Note Creditor) 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>"Senior Facilities Agreement" means the senior facilities agreement dated 12 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>"Senior Finance Documents" 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>"Senior Finance Parties" 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>"Senior Secured Note Creditors" means the Original Senior Secured Note Creditors, the 2019 Senior Secured Note Creditors and any Additional Senior Secured Note Creditors,</p> <p>"Senior Secured Note Documents" means the Original Senior Secured Note Documents, 2019 Senior Secured Note Documents and any Additional Senior Secured Note Documents,</p> <p>"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) (<i>Senior Secured Notes</i>) of the Senior Facilities Agreement,</p> <p>"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 (<i>Parameters</i>) to the Senior Facilities Agreement,</p> <p>"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),</p>

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Third Amendment Deed" means the third amendment deed relating to the Intercreditor Deed dated 6 February 2012 between the Principal Obligor, Parent Holdco, the companies names therein as the obligors and Barclays Bank PLC as senior facility agent and senior security agent,</p> <p>"Transaction Security" means the Security Interest created or expressed to be created in favour of the Security Agent or any other Secured Party pursuant to the Security Documents,</p> <p>"Transfer Certificate" means a certificate substantially in the form set out in schedule 5 (<i>Transfer Certificate</i>) to the Senior Facilities Agreement or such other form as the Principal Obligor and the Facility Agent may agree, and</p> <p>"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</p>

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	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;"><u>Short particulars of all the property mortgaged or charged</u></p> <p>Pursuant to Clause 2 (<i>Grant of Subject Security</i>) of the Security Agreement, as general and continuing collateral security for the due payment and performance of its Indebtedness, the Debtor mortgages, charges and assigns to the Security Agent (for its own benefit and for the benefit of the other Secured Parties) and grants to the Security Agent (for its own benefit and for the benefit of the other Secured Parties) a Security Interest in the Collateral</p>	

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Short particulars	<p style="text-align: center;">PART C</p> <p style="text-align: center;"><u>Covenants and Restrictions</u></p> <p>(1) Pursuant to Clause 26 (<i>Successors and Assigns</i>) of the Security Agreement, the agreement shall enure to the benefit of, and be binding on, the Debtor and its successors and permitted assigns, and shall enure to the benefit of and be binding on, the Security Agent and its successors and assigns</p> <p>(2) Pursuant to Clause 26 (<i>Successors and Assigns</i>) of the Security Agreement, the Debtor may not assign the Security Agreement, or any of its rights or obligations under the Security Agreement</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5310700
CHARGE NO. 28**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN AMENDED AND RESTATED
ONTARIO LAW SECURITY AGREEMENT DATED 1 MARCH 2012
AND CREATED BY INEOS EUROPEAN HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
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 8
MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 MARCH 2012

