

MG01

700262/429

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 to
particulars of a charge for a
company To do this, please
form MG01s

FRIDAY



LD4 *L1A512EP* 01/06/2012 #15
COMPANIES HOUSE

1 Company details		33 <small>For official use</small>	
Company number	0 5 3 1 0 7 0 0	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *	
Company name in full	INEOS European Holdings Limited		
2 Date of creation of charge			
Date of creation	d 2 9 m 0 5 y 2 0 y 1 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	Security agreement supplement dated 29 May 2012 entered into by, amongst others, INEOS European Holdings Limited (the "Grantor") in favour of Barclays Bank PLC as the Security Agent (the "Security Agreement Supplement") supplementing the Security Agreement defined herein		
4 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 refer to the attached continuation pages		

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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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7 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)

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

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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 **Shirrin Lim**

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 Grantor or any other Group Company or any other grantor of Transaction Security pursuant to the Secured Documents (including, without limitation, under any amendments, supplements, restatements, refinancings or replacements of any Secured Document, however fundamental, or in relation to any new or increased advances or utilizations, any extensions, incremental commitments or facilities or any issuances of additional notes) (in each case, to the extent permitted 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 Group Company, and all losses incurred by any Secured Party and/or any Receiver in connection with any Secured Document (including, without limitation, under any amendments, supplements or restatements of any Secured Document, however fundamental, or in relation to any new or increased advances or utilizations, any extensions, incremental commitments or facilities or any issuances of additional notes) (in each case, to the extent permitted under the Secured Documents) (the "Indebtedness")</p>

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PART A

Definitions

In this form MG01, so far as the context admits, the following expressions have the following meaning

"Accession Document" means an agreement substantially in the form of Exhibit A of the Senior Facilities Agreement pursuant to which a Person shall become a party to the Senior Facilities Agreement as a borrower or guarantor thereunder,

"Additional Second Secured Borrower" means (to the extent it issues and/or borrows Additional Second Secured Liabilities) (a) Parent Holdco, or (b) any Holding Company of Parent Holdco or any direct wholly-owned Subsidiary of Parent Holdco or any direct wholly-owned Subsidiary of any Holding Company of Parent Holdco, in each case which is not Intermediate Holdco or a Subsidiary of Intermediate Holdco and which has the principal purpose of issuing and/or borrowing indebtedness of the type referred to in Clause 5 3(b) of the Intercreditor Deed and/or High Yield Notes and is incorporated in a member state of the European Union or in any state of the United States,

"Additional Second Secured Liabilities" means additional indebtedness and/or liabilities and/or obligations on any refinancing, restructuring, replacement, extension, increase or supplement incurred by any Obligor in accordance with Clause 5 3 (*Second Secured Liabilities*) of the Intercreditor Deed,

"Additional Senior Facilities Agreement" means any credit agreement pursuant to which any Additional Senior Lender Liabilities arise (as amended, restated, supplemented and/or waived from time to time),

"Additional Senior Facilities Borrower" means INEOS Finance plc, INEOS US Finance LLC, any Upstream Subsidiary and/or each other direct wholly-owned Subsidiary of the Principal Obligor that is, in each case, an obligor and which has the principal purpose of incurring Senior Liabilities and is incorporated in a member state of the European Union or in any state of the United States,

"Additional Senior Facilities Representative" means a trustee, facility agent or other similar representative for or with respect to any Additional Senior Finance Parties,

"Additional Senior Finance Documents" means any Additional Senior Facilities Agreement, the guarantees in respect of any Additional Senior Lender Liabilities granted under any Additional Senior Finance Documents, the Security Interests granted or to be granted for the benefit of any Additional Senior Finance Parties and the Intercreditor Deed together with any accession document, promissory note, fee letter, or any other document designated as an Additional Senior Finance Document by the Principal Obligor and the relevant Additional Senior Facilities Representative, but only to the extent that the Principal Obligor has given notice in accordance with Clause 5 1 of the Intercreditor Deed that the relevant liabilities are to constitute Additional Senior Secured Liabilities,

"Additional Senior Finance Parties" means each Additional Senior Facilities Representative and each creditor under each Additional Senior Facilities Agreement provided that the Security Agent shall have confirmed its agreement in accordance with Clause 27 7 of the Intercreditor Deed to act as security agent for such Additional Senior Finance Parties,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged
	<p>"Additional Senior Lender Liabilities" means Additional Senior Secured Liabilities which are not Senior Secured Note Liabilities,</p>
	<p>"Additional Senior Secured Indenture" means any 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 Liabilities" means additional indebtedness and/or liabilities and/or obligations on any refinancing, restructuring, replacement, extension, increase or supplement incurred by any Obligor in accordance with Clause 5.1 (<i>Additional Senior Lender Liabilities and Senior Secured Note Liabilities</i>) of the Intercreditor Deed,</p>
	<p>"Additional Senior Secured Note Creditors" means any Additional Senior Secured Noteholders and any Additional Senior Secured Note Trustee, provided that the Security Agent shall have confirmed its agreement in accordance with Clause 27.7 of the Intercreditor Deed to act as security agent for such Additional Senior Secured Note Creditors,</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 4 May 2012,</p>
	<p>"Administrative Agent" means Barclays Bank PLC, as the administrative agent for the Lenders under the Senior Facilities Agreement and the other Senior Finance Documents excluding the Hedging Agreements and any Cash Management Arrangements, or any successor administrative agent pursuant to Section 10.9 of the Senior Facilities Agreement,</p>
	<p>"Administrative Agent Fee Letter" means the fee letter dated as of 27 April 2012, by and among the Administrative Agent and the Borrowers,</p>
	<p>"Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person, shall mean the power to direct the management and policies of such Person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing,</p>
	<p>"Borrower" means INEOS US Finance LLC, INEOS Finance PLC and any successor pursuant to Section 8.14 of the Senior Facilities Agreement,</p>
	<p>"Bottom Swiss Subsidiary" means the Subsidiary of Intermediate Holdco organised under the laws of Switzerland that is a direct or indirect parent company of the Principal Obligor and that is, as among the holding companies organised in Switzerland, most removed in the chain of holding companies from Intermediate Holdco,</p>

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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>"BP Credit Documents" means the Credit Support Documents but excluding each guarantee entered into by a member of the BP Group in favour of a Group Company and any other agreements guaranteed by a member of the Group,</p> <p>"BP Creditors" means the Original BP Creditors and any of BP plc or any Subsidiary of BP plc which becomes a BP Creditor in accordance with Clause 23 3 of the Intercreditor Deed,</p> <p>"BP Group" means BP plc and its Subsidiaries for the time being,</p> <p>"BP Receivables" means, on any calculation date, those receivables which are either owed by any member of the BP Group or guaranteed by any member(s) of the BP Group,</p> <p>"Capital Lease Obligation" of any Person means any obligation of such Person and its Restricted Subsidiaries on a consolidated basis under any capital lease of (or other agreement conveying the right to use) real or personal property which, in accordance with IFRS, is required to be recorded as a capitalized lease obligation,</p> <p>"Capital Stock" of any Person shall mean any and all shares, interests, participations, rights in or other equivalents (however designated) of such Person's capital stock, other equity interests whether now outstanding or issued after 4 May 2012, partnership interests (whether general or limited), any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person and any rights (other than debt securities convertible into Capital Stock), warrants or options exchangeable for or convertible into such Capital Stock,</p> <p>"Cash Equivalents" means marketable debt securities with a maturity of three months or less and with a short term debt rating of at least A1 + granted by S&P or P1 granted by Moody's to which Intermediate Holdco or a Restricted Subsidiary is beneficially entitled, and which can be promptly realised by Intermediate Holdco or such Restricted Subsidiary without condition,</p> <p>"Cash Management Arrangement" means any customary cash management, cash pooling or netting or setting off arrangements or arrangements for the honouring of cheques, drafts or similar instruments including (for the avoidance of doubt) overdraft facilities entered into in the ordinary course of business but, in each case, only to the extent that the Principal Obligor has given notice in accordance with Clause 5 14 of the Intercreditor Deed that the relevant cash management arrangement is to constitute a Cash Management Arrangement,</p> <p>"Cash Management Bank" means any bank or financial institution in its capacity as a provider of cash management services under a Cash Management Arrangement which is or becomes a party to the Intercreditor Deed in accordance with Clause 23 4(c) of the Intercreditor Deed,</p> <p>"Commodity Price Protection Agreements" means any forward contract, commodity swap, commodity option or other similar financial agreement or arrangement relating to, or the value of which is dependent upon, fluctuations in commodity prices,</p> <p>"Company" means INEOS Luxembourg I SA, a limited liability company organized in Luxembourg with registered number B158195, and any successor pursuant to Section 8 13 of the Senior Facilities Agreement,</p>	

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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>"Credit Support Deed" means the credit support deed between BP International Limited, INEOS Holdings Limited and others dated 24th August 2005,</p> <p>"Credit Support Documents" means the Credit Support Deed, the Master Bilateral Netting Deed, the security granted in favour of BP International Limited or any affiliate, each guarantee entered into by Parent Holdco or any of its Subsidiaries in favour of any member of the BP Group in accordance with the Credit Support Deed, each guarantee entered into by a member of the BP Group in favour of Parent Holdco or any of its Subsidiaries in accordance with the Credit Support Deed and the Credit Support Side Letter,</p> <p>"Credit Support Side Letter" means the letter in relation to the Credit Support Documents dated 7th October 2005 between BP International Limited and the Principal Obligor,</p> <p>"Creditors" means Senior Creditors, the Second Secured Creditors, the High Yield Creditors, the Intra-Group Creditors and the Subordinated Creditors,</p> <p>"Currency Hedging Agreements" means one or more of the following agreements foreign exchange contracts, currency swap agreements or other similar agreements or arrangements designed to protect against the fluctuations in currency values,</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p>"Excluded Property" means</p> <p>(a) any property to the extent that a grant of a security interest under the Security Agreement is prohibited by any applicable law, requires a consent not obtained of any foreign, federal, state or local governmental body, agency, department, court or regulatory, self-regulatory or other authority or organization or any political subdivision thereof (a "Governmental Authority") pursuant to applicable law or is prohibited by, or constitutes a breach or default under or results in the termination of, or would give rise to a right of termination by a third party, or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property or, in the case of any investment property, any applicable organizational document or shareholder or similar agreement, except to the extent that such applicable law or the term in such contract, license agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law or is otherwise no longer in effect,</p> <p>(b) any property owned by the Grantor on the date of the Security Agreement Supplement or thereafter acquired that is subject to a security interest securing a purchase money, project financing or capital or finance lease obligation permitted to be incurred pursuant to the Relevant Secured Documents if the contract or other agreement in which such security interest is granted (or the documentation providing for such purchase money, project financing or capital or finance lease obligation) validly prohibits the creation of any other security interest on such property,</p> <p>(c) cash, Cash Equivalents or debt securities over which a security interest is permitted to be created in accordance with the Relevant Secured Documents,</p>	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (d) any trucks, trailers, tractors, service vehicles, automobiles, rolling stock or other registered mobile equipment of the Grantor,
- (e) deposit accounts exclusively used for payroll, payroll taxes and other employee wage and benefit payments, deposit accounts located outside the United States or, with the exception of any deposit accounts held at an Account Bank (as defined below) which is the Security Agent, any other deposit accounts with an average annual balance of less than \$2 0 million held in the aggregate by any one bank where the Grantor's deposit accounts are located (an "Account Bank"),
- (f) any shares of stock, other equity interests or other investment property constituting voting equity issued by a direct or indirect subsidiary not organized under the laws of the United States, any state thereof or the District of Columbia (a "Foreign Subsidiary"), and
- (g) (A) the BP Receivables subject to a first ranking security interest for the benefit of the BP Creditors granted in accordance with Clause 20 (*BP Receivables*) of the Intercreditor Deed and (B) any Underlying Agreement (as defined in the Intercreditor Deed) subject to a first ranking security interest for the benefit of the BP Creditors granted in accordance with Clause 20 (*BP Receivables*) of the Intercreditor Deed,

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

"**Finance Documents**" means each of the Intercreditor Deed, the other Senior Finance Documents, any Additional Senior Finance Documents, the Senior Secured Note Documents, any Second Secured Documents, the High Yield Documents, the Security Documents (as defined in the Intercreditor Deed), the BP Credit Documents, any agreement evidencing the terms of the Intra-Group Liabilities and the investor documents referred to in the Intercreditor Deed,

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

"**Hedging Agreement**" means all Interest Rate Agreements, Currency Hedging Agreements and Commodity Price Protection Agreements entered into or to be entered into by a Subsidiary of Intermediate Holdco that is an obligor with a Hedge Counterparty under an ISDA Master Agreement or other agreement which is similar in effect to an ISDA Master Agreement which the Principal Obligor has notified the Security Agent (with a copy to the relevant Hedge Counterparty) is to be treated as a Hedging Agreement for the purposes of the Intercreditor Deed,

"**Hedge Counterparty**" means each bank or financial institution which in each case is or becomes a party to the Intercreditor Deed in accordance with the terms of Clauses 9 or 23 4 of the Intercreditor Deed and which has entered into a Hedging Agreement with any obligors,

"**High Yield Creditors**" means the High Yield Noteholders, each High Yield Note Trustee and each High Yield Proceeds Lender (but in the case of each High Yield Proceeds Lender only with respect to any High Yield Proceeds Loan arising as referred to in Clause 7 4(a) of the Intercreditor Deed),

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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>"High Yield Documents" means each High Yield Note Indenture, any High Yield Notes, the High Yield Security, the High Yield Guarantees and any other document entered into in connection with any High Yield Notes (but not any document to the extent it sets out rights of the initial purchasers of any High Yield Notes in their capacities as initial purchasers against any High Yield Note Issuer or any member of the Group),</p> <p>"High Yield Guarantees" means the guarantees granted in accordance with Clause 6.2 of the Intercreditor Deed in favour of the High Yield Creditors,</p> <p>"High Yield Note Indenture" means</p> <ul style="list-style-type: none"> (a) the indenture dated as of 7 February 2006 between, amongst others, INEOS Group Holdings S.A. (prior to its substitution as issuer, INEOS Group Holdings plc) as issuer and The Bank of New York Mellon (formerly The Bank of New York) as trustee, as amended, restated or supplemented from time to time, and (b) any other indenture pursuant to which any High Yield Notes are issued, <p>"High Yield Noteholders" means the holders, from time to time, of the High Yield Notes,</p> <p>"High Yield Note Issuer" means</p> <ul style="list-style-type: none"> (a) Parent Holdco, and (b) (to the extent it issues High Yield Notes permitted under the Intercreditor Deed) any Holding Company of Parent Holdco or any direct wholly-owned Subsidiary of Parent Holdco or any direct wholly-owned Subsidiary of any Holding Company of Parent Holdco, in each case which has the principal purpose of issuing High Yield Notes and/or issuing or borrowing indebtedness of the type referred to in Clause 5.3(b) of the Intercreditor Deed, which is not Intermediate Holdco or a Subsidiary of Intermediate Holdco and is incorporated in any member state of the European Union or any state of the United States, <p>"High Yield Notes" means any high yield notes issued or to be issued by any High Yield Note Issuer,</p> <p>"High Yield Note Trustee" means any person appointed for the time being to act as trustee for any High Yield Noteholders,</p> <p>"High Yield Proceeds Lender" means any High Yield Note Issuer in its capacity as lender of any proceeds of the High Yield Notes to the Principal Obligor or (to the extent it is a borrower of a High Yield Proceeds Loan) Intermediate Holdco,</p> <p>"High Yield Proceeds Loan" means any loan or other financial instrument constituting the advance of proceeds of any High Yield Notes from the High Yield Proceeds Lender to the Principal Obligor or (to the extent it is a borrower of a High Yield Proceeds Loan) Intermediate Holdco,</p> <p>"High Yield Proceeds Loan Liabilities" means the Liabilities owed by the Principal Obligor or (to the extent it is a borrower of a High Yield Proceeds Loan) Intermediate Holdco to any High Yield Proceeds Lender under any High Yield Proceeds Loan,</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>"High Yield Security" means the Security Interests granted in accordance with Clause 6.2 of the Intercreditor Deed in favour of the security agent or trustee(s) acting on behalf of the High Yield Creditors,</p> <p>"Holdco" means INEOS Holdings Luxembourg S A and each other Holding Company of Parent Holdco which becomes a party as a Holdco in accordance with Clause 23 of the Intercreditor Deed,</p> <p>"Holding Company" means, in relation to a company, corporation or other person, a company or corporation in respect of which that company, corporation or other person is a Subsidiary,</p> <p>"Initial Pledged Debt" means the indebtedness set forth opposite the Grantor's name on and as otherwise described in Part II of Schedule I of the Security Agreement and issued by the obligors named therein,</p> <p>"Initial Pledged Equity" means the shares of stock, the membership or partnership interests or other equity interests of which the Grantor is the owner of set forth opposite the Grantor's name on and as otherwise described in Part I of Schedule I of the Security Agreement,</p> <p>"Intellectual Property Collateral" means</p> <ul style="list-style-type: none"> (a) all patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto, (b) all trademarks, service marks, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together, in each case, with the goodwill symbolized thereby, (c) all copyrights, including, without limitation, copyrights in Computer Software (as defined in paragraph (d) below), internet web sites and the content thereof, whether registered or unregistered, (d) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing ("Computer Software"), (e) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, and all other intellectual, industrial

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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>and intangible property of any type, including, without limitation, industrial designs and mask works,</p> <p>(f) all registrations and applications for registration for any of the foregoing, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof,</p> <p>(g) all tangible embodiments of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto,</p> <p>(h) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing paragraphs to which the Grantor, at the date of the Security Agreement Supplement or subsequently, is a party or a beneficiary, and</p> <p>(i) any and all claims for damages and injunctive relief for infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, prior to the date of the Security Agreement Supplement, at the date of the Security Agreement Supplement or subsequently, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages,</p> <p>owned or used by the Grantor in the United States or the interests of the Grantor in any of the foregoing paragraphs (a) through (i), together with the benefit of all agreements entered into or the benefit of which is enjoyed by the Grantor relating to the use or exploitation of any of the foregoing paragraphs (a) through (i), which are or become material to the business of the Grantor or to the business of the Group as a whole from time to time,</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 Lenders and Second Secured Creditors, 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 Noteholders referred to therein and by The Bank of New York Mellon as trustee for the High Yield Noteholders referred to therein (as amended, restated, supplemented and/or waived from time to time),</p> <p>"Interest Rate Agreements" means one or more of the following agreements interest rate protection agreements (including, without limitation, interest rate swaps, caps, floors, collars and similar agreements) and/or other types of interest rate hedging agreements from time to time,</p> <p>"Intermediate Holdco" means INEOS Luxembourg I S A ,</p> <p>"Intra-Group Creditors" means</p> <p>(a) each Original Intra-Group Creditor, and</p> <p>(b) each Obligor which has made available a loan or other form of debt to another Obligor, and</p>

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Please give the short particulars of the property mortgaged or charged.

Short particulars

(c) any other member of the Group which becomes a party to the Intercreditor Deed as an Intra-Group Creditor in accordance with the terms of Clause 23 of the Intercreditor Deed,

provided that each of INEOS UK FinCo, INEOS US FinCo or any other Senior Secured Note Issuer or Additional Senior Facilities Borrower in its capacity as Senior Proceeds Lender shall not be an Intra-Group Creditor in respect of the Senior Proceeds Loan Liabilities,

"Intra-Group Liabilities" means Liabilities owed by any obligor to any of the Intra-Group Creditors in its capacity as such (other than Liabilities under any Senior Proceeds Loan),

"ISDA Master Agreement" means a 1992 ISDA Master Agreement or a 2002 ISDA Master Agreement,

"Joint Lead Arrangers" means Barclays Bank PLC, J P Morgan Securities LLC, Goldman Sachs International and UBS Limited,

"Lenders" means the lending institutions from time to time party to the Senior Facilities Agreement,

"Liabilities" means all present and future liabilities and obligations at any time of any High Yield Note Issuer, any Additional Second Secured Borrower or any Obligor to any Creditor under any Finance Document, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

(a) any refinancing, novation, deferral or extension,

(b) any claim for damages or restitution, and

(c) any claim as a result of any recovery by any High Yield Note Issuer, any Additional Second Secured Borrower or any Obligor of a payment or discharge on the grounds of preference,

and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings,

"Mandate Letter" means the Mandate Letter dated 15 April 2012, among the Joint Lead Arrangers and INEOS Holdings Luxembourg S A , as supplemented,

"Master Bilateral Netting Deed" means the master bilateral netting deed dated 24th August, 2005 between certain members of the BP Group and certain Group Companies,

"Material Intellectual Property Collateral" means Intellectual Property Collateral constituting Collateral that is material to the Grantor's business or to the business of the Group as a whole from time to time,

"Obligor" means

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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>(a) Intermediate Holdco and each of its Subsidiaries which is a borrower/issuer or guarantor under the Senior Finance Documents and/or any Additional Senior Finance Documents and/or any Senior Secured Note Documents and/or a guarantor under any Second Secured Documents and/or the High Yield Documents, and</p> <p>(b) Parent Holdco, but only for the purpose of Clause 10.1 (<i>Payments to Senior Creditors</i>), Clause 16.4 (<i>Duties Owed</i>), Clause 22 (<i>Appointment and duties of Senior Security Agent</i>), Clause 23.13 (<i>Option to purchase</i>) of the Intercreditor Deed, and the definitions of "High Yield Payment Stop Event" and "Second Secured Payment Stop Event" in Clause 1.1 (<i>Definitions</i>) of the Intercreditor Deed,</p> <p>"Original BP Creditors" means the companies named in Part 2 of Schedule 1 of the Intercreditor Agreement as BP Creditors,</p> <p>"Original Intra-Group Creditor" means Ineos US DSS Limited, INEOS 2009B, INEOS Sales Belgium NV, INEOS France SAS, INEOS Sales Italia S r l, INEOS Finance Company, and INEOS Vinyls Limited,</p> <p>"Original Senior Secured Indenture" means the indenture dated 4 May 2012 between INEOS Finance plc as issuer, certain Group Companies as guarantors, the Original Senior Secured Note Trustee and the other parties thereto (as amended, restated, supplemented, waived or otherwise modified from time to time),</p> <p>"Original Senior Secured Note Creditors" means any Original Senior Secured Noteholders and any Original Senior Secured Note Trustee,</p> <p>"Original Senior Secured Note Documents" means the Original Senior Secured Indenture, any Original Senior Secured Notes, the guarantees in respect of any Original Senior Secured Notes granted under the Original Senior Secured Indenture, the Security Interests granted or to be granted for the benefit of any Original Senior Secured Note Creditors pursuant to the Original Senior Secured Note Documents and the Intercreditor Deed,</p> <p>"Original Senior Secured Noteholders" means the holders from time to time of any Original Senior Secured Notes,</p> <p>"Original Senior Secured Note Issuer" means INEOS Finance plc,</p> <p>"Original Senior Secured Notes" means the \$775,000,000 7½% Senior Secured Notes due 2020 issued by the Original Senior Secured Note Issuer pursuant to the Original Senior Secured Indenture on the date hereof,</p> <p>"Original Senior Secured Note Trustee" The Bank of New York Mellon, as trustee for the Original Senior Secured Noteholders</p> <p>"Parent" means INEOS Group Holdings S A, a company incorporated in Luxembourg with registered number B157810 and any successor pursuant to Section 8.13 of the Senior Facilities Agreement,</p>	

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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>"Parent Holdco" means any Person (other than a natural person) of which the Company is or becomes after the Closing Date a direct or indirect Subsidiary, <u>provided</u> that the primary purpose of such Person is to serve as a direct or indirect holding company of the Company Unless the context otherwise requires, the term "Parent Holdco" shall include the Parent</p> <p>"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof,</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 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>"Relevant Secured Documents" means, collectively, the Senior Facilities Agreement, (upon due execution and delivery) any Additional Senior Facilities Agreement, the Original Senior Secured Indenture, (upon due execution and delivery) any Additional Senior Secured Indenture or (upon due execution and delivery) any Second Secured Indenture,</p> <p>"Restricted Subsidiary" means any Subsidiary of Intermediate Holdco (or such other Person as the context may require) other than an Unrestricted Subsidiary,</p> <p>"Second Secured Creditors" means holders of interests representing Second Secured Liabilities and each Second Secured Representative, provided that Second Secured Creditors shall only be treated as Second Secured Creditors for the purposes of the Security Agreement to the extent that the Security Agent has confirmed its agreement in accordance with Clause 27.7 (<i>Additional Secured Parties</i>) of the Intercreditor Deed to act as security agent for such Second Secured Creditors,</p> <p>"Second Secured Documents" means documents pursuant to or in connection with which any Second Secured Liabilities arise (including pursuant to the Intercreditor Deed, the Second Secured Guarantees, the Second Secured Security and the Second Secured Proceeds Loan),</p> <p>"Second Secured Guarantees" means any guarantees granted in accordance with Clause 4.2(b) of the Intercreditor Deed in favour of Second Secured Creditors,</p> <p>"Second Secured Liabilities" means any Liabilities (ranking after the Senior Liabilities) owed by the obligors to any Second Secured Creditors (in such capacity only) under or in connection with the Second Secured Documents but only to the extent that the Principal Obligor has given notice in accordance with Clause 5.3 of the Intercreditor Deed that the relevant liabilities are to constitute Additional Second Secured Liabilities,</p> <p>"Second Secured Proceeds Lender" means any Additional Second Secured Borrower in its capacity as lender of any proceeds made available under any Second Secured Proceeds Loan to the Principal Obligor or Intermediate Holdco,</p>	

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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>"Second Secured Proceeds Loan" means any proceeds loan or other financial instrument resulting from the advance of proceeds of funds made available under any Second Secured Documents to the Principal Obligor or Intermediate Holdco,</p> <p>"Second Secured Proceeds Loan Liabilities" means the Liabilities owed by the Principal Obligor or Intermediate Holdco to any Second Secured Proceeds Lender under any Second Secured Proceeds Loan,</p> <p>"Second Secured Representative" means a note trustee, security trustee, facility agent or other similar representative with respect to any Second Secured Creditors,</p> <p>"Second Secured Security" means the Security Interests granted in accordance with Clause 4.2 of the Intercreditor Deed to secure the Second Secured Liabilities (but only to the extent such Security Interests secure the Second Secured Liabilities),</p> <p>"Secured Documents" means the Senior Finance Documents, the Additional Senior Finance Documents, the Senior Secured Note Documents and the Second Secured Documents,</p> <p>"Secured Parties" means each the Security Agent, the Senior Finance Parties, the Senior Secured Note Creditors, the Additional Senior Finance Parties, each Second Secured Creditor and any Receiver,</p> <p>"Security Agreement" means a New York law governed security agreement dated 4 May 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time) made by, amongst others, the Principal Obligor in favour of the Security Agent,</p> <p>"Security Collateral" means</p> <ul style="list-style-type: none"> (a) the Initial Pledged Equity and the certificates, if any, representing the Initial Pledged Equity, and all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Initial Pledged Equity and all warrants, rights or options issued thereon or with respect thereto, (b) the Initial Pledged Debt and the instruments, if any, evidencing the Initial Pledged Debt, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Initial Pledged Debt, (c) all additional shares of stock, membership or partnership interests and other equity interests of any issuer organised under the laws of a state of the United States from time to time acquired by the Grantor in any manner, and the certificates, if any, representing such additional shares, membership or partnership interests or other equity interests, and all dividends, distributions, return of capital, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares, membership or partnership interests or other equity interests and all warrants, rights or options issued thereon or with respect thereto, 	

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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>(d) all additional indebtedness owed to the Grantor by any issuer organised under the laws of a state of the United States from time to time acquired by the Grantor in any manner and the instruments, if any, evidencing such indebtedness, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness,</p> <p>"Security Documents" means</p> <p>(a) each of the Senior Security Documents,</p> <p>(b) each document or instrument granting or creating the Second Secured Security,</p> <p>(c) each document or instrument granting or creating the High Yield Security, and</p> <p>(d) any Security Interest granted under any covenant for further assurance in any of those documents,</p> <p>"Security Interests" means any mortgage or deed of trust, charge, pledge, lien (statutory, or otherwise), privilege, security interest, assignment, easement, hypothecation, claim, preference, priority or other encumbrance upon or with respect to any property of any kind (including any conditional sale, capital lease or other title retention agreement, real or personal, moveable or immovable, now owned or hereafter acquired) A Person will be deemed to own subject to a Security Interest which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, Capital Lease Obligation or other title retention agreement,</p> <p>"Senior Creditor" means</p> <p>(a) the Senior Finance Parties and/or any other lender or creditor in respect of any Senior Lender Liabilities owing under the Senior Finance Documents including, without limitation, each Hedge Counterparty and each Cash Management Bank,</p> <p>(b) the Senior Secured Note Creditors, and</p> <p>(c) any Additional Senior Finance Parties,</p> <p>"Senior Facilities Agreement" means the credit agreement dated 27 April 2012 made between, amongst others, INEOS US Finance LLC and INEOS Finance plc, as Borrowers, Barclays Bank PLC, as Administrative Agent and Security Agent and the 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, the Intercreditor Deed, the security documents (referred to and as defined in the Senior Facilities Agreement), each Accession Document and guarantee, any promissory notes issued by a Borrower under the Senior Facilities Agreement, the Administrative Agent Fee Letter, the Mandate Letter and any other document designated as a Senior Finance Document by the Company and the Administrative Agent, the Hedging Agreements and any Cash Management Arrangement</p>	

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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>"Senior Finance Parties" means the Administrative Agent and Security Agent, each Joint Lead Arranger, each Lender, and each sub agent pursuant to Article 10 of the Senior Facilities Agreement appointed by the Administrative Agent with respect to matters relating to the Loans or the Security Agent with respect to matters relating to any security document (referred to and as defined in the Senior Facilities Agreement), each Hedge Counterparty and each Cash Management Bank,</p> <p>"Senior Lender Liabilities" means the Liabilities owed by the obligors to the Senior Creditors, other than the Senior Secured Note Creditors, under or in connection with the Senior Finance Documents and any Additional Senior Finance Documents,</p> <p>"Senior Liabilities" means the Senior Lender Liabilities and the Senior Secured Note Liabilities,</p> <p>"Senior Proceeds Lender" means INEOS Finance plc, INEOS US Finance LLC, any other Senior Secured Note Issuer or Additional Senior Facilities Borrower in its capacity as lender of any proceeds of the Senior Facilities Agreement, an Additional Senior Facilities Agreement or any Senior Secured Notes to (to the extent it is a borrower of a Senior Proceeds Loan) the Principal Obligor or any other Restricted Subsidiary of the Bottom Swiss Subsidiary,</p> <p>"Senior Proceeds Loan" means any loan or other financial instrument constituting the proceeds of the Senior Facilities Agreement or an Additional Senior Facilities Agreement or any Senior Secured Notes from a Senior Proceeds Lender to (to the extent it is a borrower of a Senior Proceeds Loan) the Principal Obligor or any other Restricted Subsidiary of the Bottom Swiss Subsidiary,</p> <p>"Senior Proceeds Loan Liabilities" means the Liabilities owed (to the extent it is a borrower of a Senior Proceeds Loan) by the Principal Obligor or any other Restricted Subsidiary of the Bottom Swiss Subsidiary to a Senior Proceeds Lender under any Senior Proceeds Loan,</p> <p>"Senior Secured Note Creditors" means any Original Senior Secured Note Creditors and any Additional Senior Secured Note Creditors,</p> <p>"Senior Secured Note Documents" means any Original Senior Secured Note Documents and any Additional Senior Secured Note Documents,</p> <p>"Senior Secured Note Issuer" means</p> <ul style="list-style-type: none"> (a) INEOS UK Finance plc, and (b) (to the extent it issues Senior Secured Notes permitted under the Intercreditor Deed), INEOS US FinCo, any Upstream Subsidiary and/or any other direct wholly-owned Subsidiary of the Principal Obligor that is, in each case, an obligor which has the principal purpose of incurring Senior Liabilities and is incorporated in a member state of the European Union or in any state of the United States," <p>"Senior Secured Note Liabilities" means the Liabilities owed by the obligors to the Senior Secured Noteholders and each Senior Secured Note Trustee under the Senior Secured Note Documents,</p> <p>"Senior Secured Note Trustee" means any person appointed for the time being to act as trustee for the Senior Secured Noteholders,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged
	"Senior Secured Noteholders" means the holders, from time to time, of the Senior Secured Notes,
	"Senior Secured Notes" means any senior secured notes issued or to be issued by any Senior Secured Note Issuer,
	"Senior Security" means the Security Interests granted or to be granted to secure the Liabilities owed under or in connection with the Senior Finance Documents, the Additional Senior Finance Documents and the Senior Secured Note Documents in favour of the Senior Creditors other than any Security Interests granted in respect of BP Receivables as contemplated by Clause 20.1 of the Intercreditor Deed,
	"Senior Security Documents" means all documents entered into by any member of the Group or any other person creating, evidencing or granting a Senior Security,
	"Subordinated Creditors" means each Holdco, each Additional Second Secured Borrower and each High Yield Note Issuer (provided that (i) no High Yield Note Issuer in its capacity as High Yield Proceeds Lender and (ii) no Additional Second Secured Borrower in its capacity as a Second Secured Proceeds Lender shall in either case be a "Subordinated Creditor" in respect of the High Yield Proceeds Loan Liabilities and the Second Secured Proceeds Loan Liabilities (respectively)),
	"Subsidiary" of a Person means (a) any corporation more than 50% of the outstanding voting power of the voting stock of which is owned or controlled, directly or indirectly, by such Person or by one or more other Subsidiaries of such Person, or by such Person and one or more other Subsidiaries thereof, (b) any limited partnership of which such Person or any Subsidiary of such Person is a general partner, or (c) any other person in which such person, or one or more other Subsidiaries of such Person, or such Person and one or more other Subsidiaries, directly or indirectly, has more than 50% of the outstanding partnership or similar interests or has the power, by contract or otherwise, to direct or cause the direction of the policies, management and affairs thereof,
	"Top Swiss Subsidiary" means the Subsidiary of Intermediate Holdco organised under the laws of Switzerland that is a direct or indirect parent company of the Principal Obligor and is, as among the holding companies organised in Switzerland, closest in the chain of holding companies to Intermediate Holdco,
	"Transaction Security" means the Security Interests created or expressed to be created in favour of the Security Agent or any other Secured Party,
	"Unrestricted Subsidiary" means any Subsidiary of the Company (other than a Borrower) designated as such pursuant to and in compliance with Section 8.8 of the Senior Facilities Agreement, in each case unless and until such Subsidiary is redesignated as a Restricted Subsidiary pursuant to a redesignation as provided in Section 8.8(d) of the Senior Facilities Agreement,
	"Upstream Subsidiary" means Intermediate Holdco or any Wholly Owned Restricted Subsidiary of Intermediate Holdco other than (a) the immediate parent company of the Top Swiss Subsidiary or (b) any Subsidiary of such immediate parent company of the Top Swiss Subsidiary, and
	"Wholly Owned Restricted Subsidiary" means a Restricted Subsidiary all the Capital Stock of which (other than directors' qualifying shares and other nominal amounts of Capital Stock that are

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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

required to be held by other Persons under applicable law) is owned by Intermediate Holdco or another Wholly Owned Restricted Subsidiary

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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

PART B

Short particulars of all the property mortgaged or charged

- 1 Pursuant to Section 1 (*Grant of Security*) of the Security Agreement Supplement, the Grantor granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in the Grantor's right, title and interest in and to the following, whether owned at the date of the Security Agreement Supplement or subsequently acquired by the Grantor, wherever located, and whether at the date of the Security Agreement Supplement or subsequently existing or arising other than any of the following to the extent it constitutes Excluded Property (the "Collateral") Security Collateral (including, without limitation, the shares of stock and other equity interests set forth in Part I of Schedule I to the Security Agreement Supplement and the securities and securities/deposit accounts set forth on Schedule II to the Security Agreement Supplement), Account Collateral (including, without limitation, the deposit accounts set forth on Schedule II to the Security Agreement Supplement), Intellectual Property Collateral (including, without limitation, the registrations and applications for registrations set forth in Schedule IV to the Security Agreement Supplement), [all books and records (including, without limitation, customer lists, credit files, printouts and other computer output materials and records) relating to any of the Collateral,] and all proceeds of, collateral for, income, royalties and other payments at the date of the Security Agreement Supplement or subsequently due and payable with respect to, and supporting obligations relating to, any and all of the Collateral (including, without limitation, proceeds, collateral and supporting obligations that constitute property of the types described in clauses (a) through (i) of Section 2 of the Security Agreement) and, to the extent not otherwise included, all (A) payments under insurance (whether or not the Security Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, and (B) cash

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Particulars of a mortgage or charge

6	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>
Short particulars	<p style="text-align: center;">PART C</p> <p style="text-align: center;"><u>Covenants and Restrictions</u></p> <p>Pursuant to Section 4 of the Security Agreement Supplement, the Grantor agreed to be bound by all of the terms and provisions of the Security Agreement which include (amongst others) the following covenants by and restrictions on the Grantor to protect and further define the security interests created pursuant to the Security Agreement Supplement</p> <p>1 Pursuant to Section 11 (<i>Post Closing Changes, Collections on Receivables and Related Contracts</i>) of the Security Agreement, the Grantor will not change its name, type of organization, jurisdiction of organization or organizational identification number from those set forth in Section 7(a) of the Security Agreement without first giving at least 15 days' prior written notice to the Security Agent (or such shorter notice as is reasonably acceptable to the Security Agent) and taking all action reasonably required by the Security Agent for the purpose of perfecting or protecting the security interest granted by the Security Agreement</p> <p>2 Pursuant to Section 12 (<i>As to Intellectual Property Collateral</i>) of the Security Agreement</p> <p>(a) with respect to its Material Intellectual Property Collateral, the Grantor agreed to execute or otherwise authenticate an agreement, in substantially the form set forth in Exhibit B to the Security Agreement or otherwise in form and substance reasonably satisfactory to the Security Agent (an "Intellectual Property Security Agreement"), for recording the security interest granted under the Security Agreement to the Security Agent in such Intellectual Property Collateral with the US Patent and Trademark Office, the US Copyright Office and any other governmental authorities necessary to perfect the security interest under the Security Agreement in such Intellectual Property Collateral, and</p> <p>(b) The Grantor agreed that should it obtain an ownership interest in any item of the type set forth in Section 2(g) of the Security Agreement that is not on the date of the Security Agreement Supplement a part of the Material Intellectual Property Collateral and that is not Excluded Property ("After-Acquired Material Intellectual Property") (i) the provisions of the Security Agreement shall automatically apply thereto, and (ii) any such After-Acquired Material Intellectual Property and, in the case of trademarks, the goodwill symbolized thereby, shall automatically become part of the Material Intellectual Property Collateral subject to the terms and conditions of the Security Agreement with respect thereto. Once annually, the Grantor shall give written notice to the Security Agent identifying any After-Acquired Material Intellectual Property that constitutes a registered patent, trademark or copyright or any application for such registration, and the Grantor shall execute and deliver to the Security Agent with such written notice, or otherwise authenticate, an agreement substantially in the form of Exhibit C to the Security Agreement or otherwise in form and substance reasonably satisfactory to the Security Agent (an "IP Security Agreement Supplement") covering such After-Acquired Material Intellectual Property, which IP Security Agreement Supplement shall, in the Security Agent's discretion, be recorded with the US Patent and Trademark Office, the US Copyright Office and any other</p>

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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>governmental authorities necessary to perfect the security interest under the Security Agreement in such After-Acquired Material Intellectual Property</p> <p>3 Pursuant to Section 17 (<i>Transfers and Other Liens, Additional Shares</i>) of the Security Agreement, the Grantor agreed that it will not (i) sell, assign, convey, transfer, lease or otherwise dispose of any of the Collateral, other than sales, assignments, conveyance, transfer, lease and other dispositions of Collateral not prohibited by the Relevant Secured Documents or (ii) create or suffer to exist any lien upon or with respect to any of the Collateral of the Grantor except for the pledge, assignment and security interest created under the Security Agreement and liens not prohibited by the Relevant Secured Documents</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. 33**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT
SUPPLEMENT DATED 29 MAY 2012 AND CREATED BY INEOS
EUROPEAN HOLDINGS 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 1 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JUNE 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES