

# MG01

## Particulars of a mortgage or charge



037131 / 39

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 register  
particulars of a charge on a  
company. To do this, use  
form MG01s

FRIDAY



LD4 \*LNLJPKK5\* 141  
04/06/2010  
COMPANIES HOUSE

### 1 Company details

Company number 0 5 3 1 0 7 0 0

Company name in full INEOS European Holdings Limited

21

→ 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 2 7 0 5 2 0 1 0

### 3 Description

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

Description Security agreement supplement dated 27 May 2010 granted by, amongst others, INEOS European Holdings Limited (the "Grantor") in favour of Barclays Bank PLC as the Security Agent (the "Security Agreement Supplement")

### 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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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

1 Churchill Place

London

Postcode

E 1 4 5 H P

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

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

Short particulars

Please refer to the attached continuation pages

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## Particulars of a mortgage or charge

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

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Jo Folan

Company name Shearman & Sterling

Address Broadgate West

9 Appold Street

Post town

County/Region London

Postcode E C 2 A 2 A P

Country

DX

Telephone 0207 655 5872



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
DX 481 N R Belfast 1



### Further information

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

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

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

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 security interests created or expressed to be created in favour of the Security Agent or any other Secured Party pursuant to the Secured Documents (including, without limitation, under any amendments, supplements or restatements of any Secured Document however fundamental (to the extent permitted under the Secured Documents) or in relation to any new or increased advances or utilisations or additional note issuances) at the date of the Security Agreement Supplement 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 (to the extent permitted under the Secured Documents) or in relation to any new or increased advances or utilisations or additional note issuances) ("Indebtedness") Without limiting the generality of the foregoing, the Security Agreement Supplement secures, as to the Grantor, the payment of all amounts that constitute part of the Indebtedness and would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p style="text-align: center;"><b>PART A</b></p> <p style="text-align: center;"><b>Definitions</b></p> <p>In this form MG01, so far as the context admits, the following expressions have the following meaning</p> <p><b>"Acceptance Notice"</b> means a confirmation of acceptance substantially in the form attached to annex 1 (<i>Form of Acceptance Notice</i>) to the Invitation Memorandum,</p> <p><b>"Accession Document"</b> means an agreement substantially in the form set out in schedule 6 (<i>Accession Document</i>) to the Senior Facilities Agreement under which a Group Company becomes a borrower and/or a guarantor under the Senior Facilities Agreement and becomes a party to the Intercreditor Deed,</p> <p><b>"Acceptance Collateral"</b> means</p> <ul style="list-style-type: none"> <li>(a) the Pledged Deposit Account and all funds and financial assets from time to time credited thereto (including, without limitation, all Cash Equivalents), and all certificates and instruments, if any, from time to time representing or evidencing the Pledged Deposit Account,</li> <li>(b) all promissory notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by the Security Agent for or on behalf of the Grantor in substitution for or in addition to any or all of the then existing Account Collateral, and</li> <li>(c) all interest, dividends, distributions, 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 then existing Account Collateral,</li> </ul> <p><b>"Additional Senior Secured Indenture"</b> means any indenture pursuant to which any Additional Senior Secured Notes are issued (as amended, supplemented and/or waived from time to time),</p> <p><b>"Additional Senior Secured Note Creditors"</b> means any Additional Senior Secured Noteholders and any Additional Senior Secured Note Trustee,</p> <p><b>"Additional Senior Secured Note Documents"</b> means any Additional Senior Secured Indenture, any Additional Senior Secured Notes, the guarantees in respect of any Additional Senior Secured Notes granted under any Additional Senior Secured Indenture, the Security Interests granted or to be granted for the benefit of any Additional Senior Secured Note Creditors and the Intercreditor Deed,</p> <p><b>"Additional Senior Secured Note Trustee"</b> means any entity appointed as trustee for any Additional Senior Secured Noteholders,</p> <p><b>"Additional Senior Secured Noteholders"</b> means the holders from time to time of any senior secured notes issued or to be issued by a Senior Secured Note Issuer and complying with the terms and conditions applicable to such senior secured notes as set out in the Senior Facilities Agreement or otherwise approved by the Majority Lenders (as defined in the Senior Facilities Agreement) and which comply with any requirements of the Senior Secured Note Documents,</p> <p><b>"Additional Senior Secured Notes"</b> means any senior secured notes issued or to be issued by any Senior Secured Note Issuer after the Transaction Completion Date and complying with the terms and conditions applicable to such senior secured notes as set out in the Senior Facilities Agreement or otherwise approved by the Majority Lenders (as defined in the Senior Facilities Agreement) and which comply with the Senior Secured Note Documents,</p>

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## Particulars of a mortgage or charge

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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

"**Ancillary Documents**" means all documents and agreements made by an Ancillary Lender and any Group Company in connection with the Ancillary Facilities,

"**Ancillary Facilities**" means working capital facilities made available by an Ancillary Lender in accordance with clause 6 (*Ancillary Facilities*) of the Senior Facilities Agreement,

"**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),

"**BP Creditors**" means the companies named in part 2 of schedule 1 (*Details of BP Creditors*) of the Intercreditor Deed and any member of the BP Group which becomes a BP Creditor in accordance with Clause 24.3 (*Change of and new Senior Creditor*) of the Intercreditor Deed,

"**BP Group**" means BP plc and its Subsidiaries from time to time,

"**BP Receivables**" means, on any calculation date, those receivables which are either owed by any member(s) of the BP Group or guaranteed by any member(s) of the BP Group,

"**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 a Financial Group Company is beneficially entitled, and which can be promptly realised by that Financial Group Company without condition,

"**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 Transaction Security,

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,

"**Excluded Company**" means

- (1) any receivables purchaser and any other limited liability company established or to be established solely for the purposes of the execution of a receivables securitisation permitted under the Senior Facilities Agreement and, for the avoidance of doubt, shall also include any other company or entity in which no Group Company owns any equity shares established or to be established solely for complying with legal and/or accounting requirements for securitisation transactions in any jurisdiction and forming part of a receivables securitisation permitted under the Senior Facilities Agreement, and
- (2) any subsidiary of any company referred to in (1),

"**Excluded Holding Company**" means INEOS Technologies Limited, a company incorporated in Jersey with registered number 98813,

"**Excluded Property**" means

- (a) any property to the extent that a grant of a security interest under the Security Agreement Supplement 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

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## Particulars of a mortgage or charge

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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

- document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law or is otherwise no longer in effect,
- (b) any property owned by the Grantor on the date of the Security Agreement Supplement or thereafter acquired that is subject to a security interest securing a purchase money, project financing or capital or finance lease obligation permitted to be incurred pursuant to the 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,
- (c) cash, Cash Equivalents or debt securities over which a security interest is permitted to be created in accordance with the Relevant Secured Documents,
- (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 \$20 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),
- "**Existing Facilities Agreement**" means the senior facilities agreement dated 14th December 2005 as amended from time to time (including as amended and restated on the Transaction Completion Date by a sixteenth supplemental agreement) and made between amongst others, the Parent, Barclays Bank PLC as facility agent and security agent and Barclays Capital, Merrill Lynch International and Morgan Stanley Bank International Limited as arrangers as amended, waived or consented from time to time,
- "**Facility Agent**" means Barclays Bank PLC in its capacity as facility agent for the Lenders under the Senior Finance Documents,
- "**Fees Letter**" means each of the agency fee letter, the security agent fee letter and the mandate letter referred to in the Senior Facilities Agreement,
- "**Financial Group Company**" means INEOS Group Holdings plc and its subsidiaries from time to time (excluding for all purposes any Excluded Company),
- "**Group**" means the Parent and its Subsidiaries from time to time (excluding for all purposes any Excluded Company and the Excluded Holding Company),



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## Particulars of a mortgage or charge

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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

"Group Company" means a member of the Group,

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

- (1) for the purpose of managing or hedging interest rate risk provided that not more than 100 per cent of the principal amount of the floating rate financial indebtedness of the Group (excluding any intra Group financial indebtedness) shall be hedged and such Treasury Transactions are in respect of periods of not more than three years and in accordance with the terms of the Senior Facilities Agreement and the Intercreditor Deed,
- (2) for the purpose of managing or hedging currency risk provided that such Treasury Transactions hedge euro/dollar exposures for not more than the lower of (a) a maximum aggregate notional Euro amount, across all such Treasury Transactions with Hedging Lenders, of EUR 750,000,000 and (b) foreign currency exposures of members of the Group and such Treasury Transactions are for a period of no more than five years at a time and are in accordance with the terms of the Senior Facilities Agreement and the Intercreditor Deed, and
- (3) in respect of Treasury Transactions undertaken pursuant to paragraph (d) of the definition of Permitted Treasury Transaction (as defined in the Senior Facilities Agreement) to the extent that they hedge exposures in respect of refining margins for not more than a maximum aggregate amount, across all such Treasury Transactions with Hedging Lenders, of 150,000 barrels of crude oil throughput per day for periods of no more than two years at a time in accordance with the terms of the Senior Facilities Agreement and the Intercreditor Deed,

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

"Intellectual Property Collateral" means

- (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

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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>and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, and all other intellectual, industrial 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 paragraphs (a) to (e), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof,</p> <p>(g) all tangible embodiments of the foregoing paragraphs (a) to (f), all rights in the foregoing paragraphs (a) to (f) 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 (a) to (g) 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 paragraphs (a) to (h), 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><b>"Intercreditor Deed"</b> 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 trustee for the Senior Secured Note Creditors referred to therein (as amended, amended and restated, supplemented and/or waived from time to time),</p> <p><b>"Invitation Memorandum"</b> means the invitation memorandum dated 17th March 2010 (as supplemented by the supplement to the invitation memorandum dated 12th April 2010) published by or on behalf of the Parent, the Principal Obligor, INEOS US Finance LLC and INEOS Tenderco Limited on the IntraLinks website for the information of all lenders in respect of the Existing Facilities Agreement,</p> <p><b>"Issuing Lender"</b> means the Original Issuing Lender and any additional Issuing Lender appointed in accordance with clause 5.7(d) (<i>Issue of Bank Guarantees</i>) of the Senior Facilities Agreement,</p> <p><b>"Lenders"</b> means the Term A Lenders, the Term B Lenders, the Term C Lenders, the Term D Lenders, the Term E Lenders and the Revolving Lenders each as referred to in the Senior Facilities Agreement,</p> <p><b>"Moody's"</b> means Moody's Investors Service, Inc. and its successors,</p> <p><b>"Original Issuing Lender"</b> means Barclays Bank PLC,</p> <p><b>"Original Senior Secured Indenture"</b> 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>

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## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>"Original Senior Secured Note Creditors"</b> means the Original Senior Secured Noteholders and the Original Senior Secured Note Trustee,</p> <p><b>"Original Senior Secured Note Documents"</b> means the Original Senior Secured Indenture, the Original Senior Secured Notes, the guarantees in respect of the Original Senior Secured Notes granted under the Original Senior Secured Indenture, the security interests granted for the benefit of the Original Senior Secured Note Creditors and the Intercreditor Deed,</p> <p><b>"Original Senior Secured Note Issuer"</b> means the wholly-owned direct Subsidiary of the Principal Obligor incorporated or acquired by it for the purpose of issuing the Original Senior Secured Notes, being INEOS Finance plc, a company incorporated in England and Wales with registered number 07084307,</p> <p><b>"Original Senior Secured Note Trustee"</b> means The Bank of New York Mellon as trustee for the Original Senior Secured Noteholders under the Original Senior Secured Notes,</p> <p><b>"Original Senior Secured Noteholders"</b> means the holders from time to time of the Original Senior Secured Notes,</p> <p><b>"Original Senior Secured Notes"</b> means the EUR 300,000,000, 9¼% senior secured notes due 2015 and the \$570,000,000, 9% senior secured notes due 2015, in each case, issued or to be issued under the Original Senior Secured Indenture,</p> <p><b>"Parent"</b> means INEOS Group Limited (a company incorporated in England and Wales with registered number 3534631),</p> <p><b>"Pledged Deposit Account"</b> means account number 305974693 held by the Grantor with Citibank New York,</p> <p><b>"Principal Obligor"</b> means INEOS Holdings Limited (a company incorporated in England and Wales with registered number 4215887)</p> <p><b>"Receiver"</b> means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property,</p> <p><b>"Refinanced Second Secured Liabilities"</b> has the meaning given to it in the Intercreditor Deed,</p> <p><b>"Relevant Secured Documents"</b> means the Senior Facilities Agreement, the Original Senior Secured Indenture, any Additional Senior Secured Indenture and any Second Secured Indenture,</p> <p><b>"S&amp;P"</b> means Standard and Poor's Ratings Service, a division of The McGraw-Hill Companies, Inc and its successors,</p> <p><b>"Second Secured Creditors"</b> means the Second Secured Trustee together with the Second Secured Holders collectively,</p> <p><b>"Second Secured Debt"</b> means any amounts comprising Refinanced Second Secured Liabilities raised by way of note issuance permitted in accordance with the Senior Facilities Agreement and the Intercreditor Deed,</p> <p><b>"Second Secured Documents"</b> means each document constituting, evidencing or relating to Refinanced Second Secured Liabilities,</p> <p><b>"Second Secured Holders"</b> means the holders of any Second Secured Debt,</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><b>"Second Secured Indenture"</b> means any indenture pursuant to which any Second Secured Debt is issued or is to be issued (as amended, supplemented and/or waived from time to time),</p> <p><b>"Second Secured Trustee"</b> means any trustee in respect of any Second Secured Debt,</p> <p><b>"Secured Documents"</b> means, together, the Senior Finance Documents, the Senior Secured Note Documents and the Second Secured Documents,</p> <p><b>"Secured Parties"</b> means the Security Agent together with the Senior Finance Parties, the Senior Secured Note Creditors, the Second Secured Creditors and any Receiver or Delegate,</p> <p><b>"Security Agent"</b> means Barclays Bank PLC as trustee for and on behalf of the Secured Parties together with any successor Security Agent appointed pursuant to the Intercreditor Deed,</p> <p><b>"Security Agreement"</b> means the security agreement dated 12 May 2010 made by INEOS Holdings Limited, INEOS Europe Limited, INEOS Phenol GmbH, INEOS Manufacturing Belgium NV, INEOS US Finance LLC, INEOS Americas LLC and INEOS USA LLC in favour of Barclays Bank PLC as Security Agent,</p> <p><b>"Security Collateral"</b> means</p> <p>(a) all 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 (such shares, membership and partnership interests and other equity interests, being the <b>"Pledged Equity"</b>), 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,</p> <p>(b) all 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 (the <b>"Pledged Debt"</b>) 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><b>"Security Documents"</b> means each of the security documents specified in schedule 2 (<i>Security Documents</i>) to the Senior Facilities Agreement and all other documents entered into by any Group Company or any other person creating, evidencing or granting a Security Interest in favour of any Senior Finance Party (whether alone or together with any Senior Secured Note Creditor) in relation to the obligations of any obligor or any other guarantor under any Senior Finance Documents,</p> <p><b>"Security Interest"</b> means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment by way of security, assignation in security, standard security, reservation of title, any other security interest or any other agreement or arrangement (including a sale and repurchase arrangement) having the commercial effect of conferring security,</p> <p><b>"Senior Facilities Agreement"</b> means the senior facilities agreement dated 12 May 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time) with Barclays Capital and J P Morgan PLC as joint mandated lead arrangers and joint bookrunners, the Lenders (as defined therein) and Barclays Bank PLC as facility agent and security agent,</p> <p><b>"Senior Finance Documents"</b> means the Senior Facilities Agreement, each Security Document, the Intercreditor Deed, each Hedging Agreement, each Ancillary Document, each Accession Document, each</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

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,

**"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,

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

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

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

**"Senior Secured Notes"** means the Additional Senior Secured Notes together with the Original Senior Secured Notes,

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

**"Transaction Completion Date"** means 12<sup>th</sup> May 2010,

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

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

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

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;"><b>PART B</b></p> <p style="text-align: center;"><b>Short Particulars of all property mortgaged or charged</b></p> <p>1 Pursuant to Section 1 (<i>Grant of Security</i>) of the Security Agreement Supplement, the Grantor grants 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 Excluded Property (the "Collateral")</p> <ul style="list-style-type: none"><li>(a) the Security Collateral,</li><li>(b) the Account Collateral (including, without limitation, the Pledged Deposit Account),</li><li>(c) the Intellectual Property Collateral,</li><li>(d) all books and records (including, without limitation, customer lists, credit files, printouts and other computer output materials and records) of the Grantor pertaining to any of the Grantor's Collateral, and all proceeds of, collateral for, income, royalties and other payments at the date of the Security Agreement Supplement or thereafter due and payable with respect to, and supporting obligations relating to, any and all of the Grantor's Collateral (including, without limitation, proceeds, collateral and supporting obligations that constitute property of the types described in Section 1 of the Security Agreement Supplement), and</li><li>(e) to the extent not otherwise included, all<ul style="list-style-type: none"><li>(i) 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</li><li>(ii) cash</li></ul></li></ul>	

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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 C

#### Covenants and Restrictions

- 1 Pursuant to Section 4 (*Obligations under Security Agreement*) of the Security Agreement Supplement, the Grantor agrees to be bound as a Grantor by all of the terms and provisions of the Security Agreement to the same extent as each of the other Grantors (as such term is defined in the Security Agreement)
- 2 Pursuant to Section 10 (*Post Closing Changes, Collections on Receivables and Related Contracts*) 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 6(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
- 3 Pursuant to Section 11 (*As to Intellectual Property Collateral*) of the Security Agreement
  - (a) the Grantor will not and will procure that each of its Subsidiaries will not
    - (i) use or allow to be used, or take any step or omit to take any step in respect of, any of its Material Intellectual Property Collateral which could reasonably be expected materially and adversely to effect the existence or value thereof or imperil its right to use any such property, and
    - (ii) without the prior written consent of the Security Agent, dispose of, transfer, terminate or enter into any contract or license in respect of its Material Intellectual Property Collateral, other than as permitted by the Relevant Secured Documents
  - (b) With respect to its Material Intellectual Property Collateral, the Grantor agrees 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 U S Patent and Trademark Office, the U S Copyright Office and any other governmental authorities necessary to perfect the security interest under the Security Agreement in such Intellectual Property Collateral
  - (c) The Grantor agrees that should it obtain an ownership interest in any item of the type set forth in Section 1(g) of the Security Agreement that is not on the date of the Security Agreement 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 U S Patent and Trademark Office, the U S Copyright Office and any other governmental authorities

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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>necessary to perfect the security interest under the Security Agreement in such After-Acquired Material Intellectual Property</p> <p>4 Pursuant to Section 16 (<i>Transfers and Other Liens, Additional Shares</i>) of the Security Agreement, the Grantor agrees that it will not (i) sell, assign or otherwise dispose of, or grant any option with respect to, any of the Collateral, other than sales, assignments and other dispositions of Collateral, and options relating to Collateral, permitted under the terms of 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 permitted under the Relevant Secured Documents</p>	





**FILE COPY**

**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. 21**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT  
SUPPLEMENT DATED 27 MAY 2010 AND CREATED BY INEOS  
EUROPEAN HOLDINGS LIMITED FOR SECURING ALL MONIES  
OR LIABILITIES DUE OR TO BECOME DUE FROM THE  
COMPANY OR ANY OTHER GROUP COMPANY OR ANY OTHER  
GRANTOR TO ANY SECURED PARTY 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 4  
JUNE 2010

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JUNE 2010**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**