

Company No. 0345207

3545207



WRITTEN RESOLUTION

of

Ineos Oxide Limited

(the "Company")

Terms defined in the Senior Facilities Agreement (as defined below) have the same meaning and construction in this Written resolution, unless otherwise defined in this Written Resolution.

In accordance with Section 381A of the Companies Act 1985 as amended, we the undersigned, being the sole member of the Company who at the date of this resolution is entitled to attend and vote at general meetings of the Company, hereby pass the following resolutions and agree that the said resolutions shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held:

THAT:

1. the Company authorises and approves the terms of, the transactions contemplated by and the entry by the Company, on or about the date hereof, into a deed of accession between (1) the Company (as New Obligor), (2) INEOS Holdings Limited (as Principal Obligor), (3) Barclays Bank PLC (as Facility Agent) and (4) Barclays Bank PLC (as Security Agent), pursuant to which the Company will become a Borrower and a Guarantor under a senior facilities agreement (the "**Senior Facilities Agreement**") dated on or about 14 December, 2005 between (1) Merrill Lynch International, Morgan Stanley Bank International Limited and Barclays Capital (as Joint Mandated Lead Arrangers and Joint Bookrunners), (2) Barclays Bank PLC (as Facility Agent and Security Agent), (3) the Lenders pursuant to Schedule 1 thereof, (4) INEOS Group Limited (as Parent and a Holdco), (5) INEOS Investment Holdings Limited, INEOS Intermediate Holdings Limited and INEOS Group Holdings plc (as Holdcos), (6) INEOS Holdings Limited (as Principal Obligor) and (7) certain Subsidiaries of the Principal Obligor (as Borrowers and Guarantors) and pursuant to which the Company will:
 - (i) guarantee to each Senior Finance Party punctual performance by each Obligor of all that Obligor's obligations under the Senior Finance Documents;
 - (ii) undertake with each Senior Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Senior Finance Document, the Company shall immediately on demand pay that amount as if it were the principal obligor; and

- (iii) indemnify each Senior Finance Party immediately on demand against any cost, loss or liability suffered by that Senior Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal; the amount of the cost, loss or liability shall be equal to the amount which that Senior Finance Party would otherwise have been entitled to recover; and
 - (iv) become jointly and severally liable with all other Guarantors under the Facilities Agreement in the event of a default by the Principal Obligor, the Parent or any other Obligor;
- 2. The Company authorises and approves the terms of, the transactions contemplated by and the entry by the Company, on or about the date hereof, into an accession document between (1) the Company (as New Loan Party), (2) INEOS Holdings Limited (as Initial Euro Borrower) and (3) Barclays Bank PLC (as Administrative Agent), pursuant to which the Company will become a Guarantor under a bridge credit agreement (the "**Bridge Credit Agreement**") dated on or about 14 December, 2005 between (1) Merrill Lynch International, Morgan Stanley Bank International Limited and Barclays Capital (as Joint Mandated Lead Arrangers and Joint Bookrunners), (2) Barclays Bank PLC (as Administrative Agent), (3) the Lenders listed in the signature pages thereto (as Initial Lenders), (4) INEOS Group Limited (as Parent and Holdco), (5) INEOS Investment Holdings Limited, INEOS Intermediate Holdings Limited and INEOS Group Holdings plc (as Holdcos), (6) INEOS Holdings Limited (as Initial Euro Borrower), (7) INEOS US Finance LLC (as Initial Dollar Borrower) and (7) certain subsidiaries of the Initial Euro Borrower (as Guarantors) and pursuant to which the Company will:
 - (i) guarantee to each Finance Party punctual performance by each Obligor of all that Obligor's obligations under the Loan Documents (as defined in the Bridge Credit Agreement);
 - (ii) undertake with each Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Loan Document, that Obligor shall immediately on demand pay that amount as if it were the principal obligor;
 - (iii) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover; and
 - (iv) become jointly and severally liable with all other Guarantors under the Facilities Agreement in the event of a default by the Principal Obligor, the Parent or any other Obligor.
- 3. the Company approves the terms of and entry by the Company, on or about the date hereof, into a first stage debenture (the "**First Stage Debenture**") between (1) INEOS Holdings Limited (as Principal Obligor), (2) the companies listed in Schedule 1 thereto; and (3) Barclays Bank PLC (as security trustee for itself

and the other Secured Parties), pursuant to the Company will, as security for the payment of the Senior Finance Party Indebtedness and the Guaranteed Obligations (as such terms are defined in the First Stage Debenture):

(i) charge in favour of the Security Agent:

(a) by way of first legal mortgage, all of the Company's freehold and leasehold property;

(b) by way of first fixed charge, the assets of the Company specified in Clause 3.1(b) of the First Stage Debenture which includes, but without limitation, certain book debts, certain intellectual property rights, certain plant and machinery, certain contracts to which the Company is a party and any interest, claim or right in each case in respect of a return of surplus assets which the Company has now or subsequently in respect of any pension fund or plan; and

(c) by way of first floating charge, all of the present and future assets of the Company not otherwise effectively charged by way of first fixed charge or as the case may be, first legal mortgage; and

(ii) assign, by way of security, (subject to the right of reassignment on redemption pursuant to Clause 25.7 (Covenant to Release) of the First Stage Debenture), all of the Company's rights, title and interest in the Assigned Agreements (as defined in the First Stage Debenture),

4. the Company approves the terms of and entry by the Company, on or about the date hereof, into an intercreditor deed between, amongst others, the Obligors and each of the parties to the Finance Documents, which will govern the ranking of indebtedness as between certain creditors of, amongst others, INEOS Group Limited, INEOS Holdings Limited and the Obligors (including the Company) and pursuant to which, subject to Clause 10 (*Permitted Payments*) of the Intercreditor Deed, all indebtedness payable or owing by the Obligors (including the Company) to, amongst others, the Senior Creditors (or any of them) under the Senior Finance Documents and the BP Credit Documents (as such terms are defined in the Intercreditor Deed) will rank, amongst others, in priority for payment ahead of:

(i) the Second Subordinated Second Secured Liabilities;

(ii) the Subordinated High Yield Liabilities;

(iii) the Subordinated Liabilities; and

(iv) the Intra-Group Liabilities,

(as such terms are defined in the Intercreditor Deed), all as more particularly described in the Intercreditor Deed;

5. the Company approves the terms of and entry by the Company, on or about the date hereof, into a credit support guarantee (the "**Credit Support Guarantee**"), and the creation of the Company's rights and the performance of its obligations thereunder, and pursuant to which the Company would be irrevocably, absolutely and unconditionally:
- (a) guaranteeing, for the benefit of each BP Entity, the full and punctual payment by each TradeCo when due of all amounts which are now or in the future shall become payable or owing to such BP Entity under or in connection with any of the Guaranteed Agreements (as such terms are defined in the Credit Support Guarantee) (the "**BP Obligations**");
 - (b) undertaking to each BP Entity that if, for any reason, any TradeCo fails to pay any amount to such BP Entity under or in connection with any of the BP Obligations when due, the Company shall, immediately on demand, pay such amount to such BP Entity; and
 - (c) indemnifying each BP Entity immediately on demand against any cost, loss or liability suffered by it as a result of any BP Obligation not being satisfied when due, or if any BP Obligation is or becomes unenforceable, invalid or illegal, and the amount of such cost, loss or liability shall be equal to the amount which such BP Entity would otherwise have been entitled to recover.
6. the Company approves the terms of and entry by the Company, on or about the date hereof, into a deed of release (the "**Deed of Release**") between (1) Barclays Bank PLC (as the Facility Agent and the Security Agent), (2) INEOS Group Limited (as the Parent) and (3) the companies listed in schedule 1, pursuant to which the security documents entered into, and the guarantees given, by the Company in connection with the senior credit facilities agreement (the "**2001 Senior Credit Facilities Agreement**") dated 23 May 2001 between, inter alios, INEOS Group Limited (as Parent), certain of its subsidiaries (including the Company), Barclays Capital, Merrill Lynch International and UBS Warburg Ltd (as Joint Mandated Lead Arrangers) and Barclays Bank PLC (as Facility Agent and Security Agent) will be released in consideration for the repayment in full and cancellation of the facilities made available under the 2001 Senior Credit Facilities Agreement;
7. the Company approves the terms of and entry by the Company, on or about the date hereof, into a deed of release between (1) the Company, (2) Barclays Bank PLC and (3) the Bankers Trust Company pursuant to which Barclays Bank PLC and the Bankers Trust will release the second priority right of pledge granted by the Company over the shares held by the Company in Ineos Finance B.V..
8. the Company approves the terms of and entry by the Company, on or about the date hereof, into a share pledge agreement to be governed by the laws of Belgium, between (1) the Company (as pledgor) and (2) Barclays Bank PLC (as security trustee for itself and the other Secured Parties) (as pledgee), pursuant to which the Company will grant a pledge, in favour of the Security Agent over the shares held by the Company in Ineos Belgium NV;

9. the Company approves the terms of and entry by the Company, on or about the date hereof, into a share pledge agreement to be governed by the laws of Belgium, between (1) the Company (as pledgor) and (2) Barclays Bank PLC (as security trustee for itself and the other Secured Parties) (as pledgee), pursuant to which the Company will grant a pledge, in favour of the Security Agent over the shares held by the Company in Ineos NV;
10. the Company approves the terms of and entry by the Company, on or about the date hereof, into a share pledge agreement to be governed by the laws of the Netherlands, between (1) the Company (as pledgor) and (2) Barclays Bank PLC (as security trustee for itself and the other Secured Parties) (as pledgee), pursuant to which the Company will grant a pledge, in favour of the Security Agent over the shares held by the Company in Ineos Finance BV;
11. the Company approves the terms of and entry by the Company, on or about the date hereof, into a security agreement to be governed by the laws of the State of New York, between (1) the Company and (2) Barclays Bank PLC, pursuant to which the Company will grant security, in favour of the Security Agent over bank accounts held by the Company in New York;
12. the Company amend its Articles of Association so that the wording set out below replaces the current Article 5 (*Transfer of Shares*) of the Company's Articles of Association in its entirety:

"Notwithstanding any other provision of these Articles of Association, the directors may not at any time decline to register or delay in registering any transfer of any share (i) in favour of any bank, institution or person (or any nominee or nominees of such a bank, institution or person) to whom such shares are being transferred by way of security; or (ii) executed by any bank, institution or person (or any nominee or nominees of such bank, institution or person) to whom such shares have been transferred pursuant to a power of sale under such security. Regulation 24 shall be disappplied accordingly."



.....
For and on behalf of
Ineos Holdings Limited

Dated 13th December 2005