

037642/13  
**MG01**  
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 register  
particulars of a charge on a  
company. To do this, use form  
MG01s

WEDNESDAY



\*L6TC8UTR\*  
LD3 08/06/2011 26  
COMPANIES HOUSE

**1 Company details** For official use

|                      |   |   |   |   |   |   |   |   |
|----------------------|---|---|---|---|---|---|---|---|
| Company number       | 0                                       | 3 | 9 | 3 | 8 | 6 | 0 | 7 |
| Company name in full | INEOS Investments International Limited |   |   |   |   |   |   |   |

**Filing 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 | <sup>d</sup> 3 | <sup>d</sup> 1 | <sup>m</sup> 0 | <sup>m</sup> 5 | <sup>y</sup> 2 | <sup>y</sup> 0 | <sup>y</sup> 1 | <sup>y</sup> 1 |
|------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|

**3 Description**

|             |   |
|-------------|---|
| 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 | French law financial securities account pledge agreement (convention de nantissement de compte de titres financiers) dated 31 May 2011 between INEOS Investments International Limited (the "Pledgor") and Barclays Bank PLC as Pledgee regarding the shares held by the Pledgor in INEOS Chemicals Lavera SAS and INEOS Polymers Sarralbe SAS (the "Share Pledge Agreement") |

**4 Amount secured**

|                |  |
|----------------|--|
| 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

**Continuation page**

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

|          |                                       |
|----------|---------------------------------------|
| Name     | Barclays Bank PLC (as "Pledgee")      |
| Address  | 5 The North Colonnade<br>Canary Wharf |
| Postcode | E 1 4 4 B B                           |
| Name     |                                       |
| Address  |                                       |
| Postcode |                                       |

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**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 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

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### Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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### Signature

Please sign the form here

Signature

Signature

X *Shoamun & Sterling*

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 Nick Pascal

Company name Shearman & Sterling (London) LLP

Address Broadgate West, 9 Appold Street

Post town London

County/Region

Postcode EC2A 2AP

Country United Kingdom

DX

Telephone 020 7655 5000

### **Certificate**

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

### **Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- The company name and number match the information held on the public Register
- You have included 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](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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| 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 (including to the Security Trustee pursuant to Section 14 09 (<i>Parallel Debt</i>) of the Original Senior Secured Indenture) by any Group Company or any other grantor of Transaction Security under any Secured Document (including, without limitation, under any amendments, supplements or restatements of any Secured Documents (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 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 interests accruing thereon (both before and after judgment) and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of a Group Company, and all losses incurred by any Secured Party in connection with any Secured Document (including, without limitation, under any amendments, supplements or restatements of any Secured Documents (however fundamental (to the extent permitted under the Secured Documents)) or in relation to any new or increased advances or utilisations or additional note issuances under any Secured Documents, plus all interests, late payment interests, fees, penalties, indemnities, costs, charges, taxes and any other amounts incurred in connection therewith, the aggregate principal amount of the Facilities under the Senior Facilities Agreement being €4,092,046,806 and \$1,552,457,781 and the aggregate principal amount of the Original Senior Secured Notes upon their issuance being €300,000,000 and \$570,000,000 (the "Secured Indebtedness")</p> |  |

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| 6                 | Short particulars of all the property mortgaged or charged   |  |
|-------------------|--|--|
| Short particulars | <p data-bbox="327 414 989 448">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="813 515 909 548" style="text-align: center;"><b>PART A</b></p> <p data-bbox="798 571 925 604" style="text-align: center;"><b><u>Definitions</u></b></p> <p data-bbox="335 627 1388 660">In this form MG01, so far as the context admits, the following expressions have the following meaning</p> <p data-bbox="335 694 1396 784"><b>"Account Holder"</b> means, for each Pledged Account, the company, being IPS and ICL, that is the issuer of the registered Financial Securities registered in the relevant Pledged Account, in its capacity as account holder (<i>teneur de compte</i>),</p> <p data-bbox="335 806 1396 873"><b>"Acceptance Notice"</b> means a confirmation of acceptance substantially in the form attached to annex I (<i>Form of Acceptance Notice</i>) to the Invitation Memorandum,</p> <p data-bbox="335 896 1396 1019"><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 data-bbox="335 1041 1396 1108"><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 data-bbox="335 1131 1396 1220"><b>"Additional Senior Secured Note Creditors"</b> means any Additional Senior Secured Noteholders, any Additional Senior Secured Note Trustee and the Security Trustee (as defined in the Additional Senior Secured Indenture),</p> <p data-bbox="335 1243 1396 1400"><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 pursuant to any Additional Senior Secured Note Documents, and the Intercreditor Deed,</p> <p data-bbox="335 1422 1396 1489"><b>"Additional Senior Secured Note Trustee"</b> means any entity appointed as trustee for any Additional Senior Secured Noteholders,</p> <p data-bbox="335 1512 1396 1579"><b>"Additional Senior Secured Noteholders"</b> means the holders from time to time of any Additional Senior Secured Notes,</p> <p data-bbox="335 1601 1396 1668"><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,</p> <p data-bbox="335 1691 1396 1758"><b>"Ancillary Documents"</b> means all documents and agreements made by an Ancillary Lender and any Group Company in connection with the Ancillary Facilities,</p> <p data-bbox="335 1780 1396 1848"><b>"Ancillary Facilities"</b> means working capital facilities made available by an Ancillary Lender in accordance with clause 6 (<i>Ancillary Facilities</i>) of the Senior Facilities Agreement,</p> |  |

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Particulars of a mortgage or charge

| 6                 | Short particulars of all the property mortgaged or charged   |  |
|-------------------|--|--|
| Short particulars | <p data-bbox="331 421 986 454">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="347 521 1393 584">"Ancillary Lender" means each Lender which has agreed to make available Ancillary Facilities under an Ancillary Facility letter as referred to in the Senior Facilities Agreement,</p> <p data-bbox="347 611 1393 757">"Cash Proceeds" means all income and proceeds (<i>fruits et produits</i>) in cash payable in respect of the relevant Financial Securities, including without limitation all dividends and other distributions in cash to which the relevant Financial Securities give right as well as all cash proceeds of any capital reduction and more generally all cash amounts in any currency whatsoever payable in respect of or in substitution for any of the relevant Financial Securities,</p> <p data-bbox="347 790 818 824">"Companies" means collectively IPS and ICL,</p> <p data-bbox="347 846 1393 992">"Confirmation of Pledge" means, in respect of each Pledge, the confirmation of pledge (<i>attestation de nantissement de compte de titres financiers</i>) in the form attached as Schedule 2 to the Share Pledge Agreement relating to that Pledge and "Confirmations of Pledges" means collectively the Confirmation of Pledge related to the IPS Pledge and the Confirmation of Pledge related to the ICL Pledge</p> <p data-bbox="347 1025 1393 1088">"Declared Default" means an Event of Default which is continuing and in respect of which the Senior Security Agent has given notice of intention to enforce</p> <p data-bbox="347 1115 1361 1149">"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Senior Security Agent,</p> <p data-bbox="347 1171 1393 1256">"Event of Default" means any event or circumstance specified as such in any of the Senior Facilities Agreement, the Original Senior Secured Indenture, any Additional Senior Secured Indenture or any Second Secured Indenture,</p> <p data-bbox="347 1283 643 1317">"Excluded Company" means</p> <ul data-bbox="435 1346 1393 1637" style="list-style-type: none"><li data-bbox="435 1346 1393 1581">(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</li><li data-bbox="435 1608 1018 1637">(2) any subsidiary of any company referred to in (1),</li></ul> <p data-bbox="347 1664 1393 1727">"Excluded Holding Company" means INEOS Technologies Limited, a company incorporated in Jersey with registered number 98813,</p> <p data-bbox="347 1753 1393 1906">"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,</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>Facility Agent</b>" means Barclays Bank PLC in its capacity as facility agent for the Lenders under the Senior Finance Documents,</p> <p>"<b>Fees Letter</b>" means each of the agency fee letter, the security agent fee letter and the mandate letter referred to in the Senior Facilities Agreement,</p> <p>"<b>Financial Securities</b>" means collectively IPS Financial Securities and the ICL Financial Securities</p> <p>"<b>Group</b>" means the Parent and its Subsidiaries from time to time (excluding for all purposes any Excluded Company and the Excluded Holding Company),</p> <p>"<b>Group Company</b>" means a member of the Group,</p> <p>"<b>Hedging Agreements</b>" means Treasury Transactions entered into or to be entered into with the Hedging Lenders</p> <ol style="list-style-type: none"><li>(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,</li><li>(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</li><li>(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,</li></ol> <p>"<b>Hedging Lenders</b>" means a Lender (or an affiliate of a Lender) in its capacity as provider of currency and/or commodity and/or interest rate hedging under any Hedging Agreement which is or becomes party to the Intercreditor Deed,</p> <p>"<b>ICL</b>" means a company named INEOS Chemicals Lavera SAS, incorporated in France with registration number 490 702 800 RCS Aix en Provence,</p> |  |

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| 6                 | Short particulars of all the property mortgaged or charged  |  |
|-------------------|---|--|
| Short particulars | <p>Please give the short particulars of the property mortgaged or charged</p> <p>"<b>ICL Financial Securities</b>" means (i) at the date of the Share Pledge Agreement, 53 399 572 shares held by the Pledgor and representing 100% of the issued share capital of ICL and, (ii) at any time thereafter, all other financial securities referred to in Clause 3 which would be recorded in the relevant Pledged Account</p> <p>"<b>ICL Pledge</b>" means a pledge relating to ICL,</p> <p>"<b>Intercreditor Deed</b>" means the intercreditor deed dated 12<sup>th</sup> May 2010 between, amongst others, the Obligors referred to therein, Barclays Bank PLC as security agent and as facility agent for the Senior Lenders and Second Secured Creditors referred to therein, BP International Limited as collateral agent for the BP Creditors referred to therein and acceded to by The Bank of New York Mellon as the trustee for the Senior Secured Note Creditors referred to therein and by The Bank of New York Mellon as trustee for the High Yield Creditors referred to therein, (as amended, restated, supplemented and/or waived from time to time),</p> <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>IPS</b>" means a company called INEOS Polymers Sarralbe SAS, incorporated in France with registration number 399 190 396 RCS Provence B,</p> <p>"<b>IPS Pledge</b>" means a pledge relating to IPS,</p> <p>"<b>IPS Financial Securities</b>" means (i) at the date of the Share Pledge Agreement, 14 928 shares held by the Pledgor and representing 100% of the issued share capital of IPS and, (ii) at any time thereafter, all other financial securities referred to in Clause 3 which would be recorded in the relevant Pledged Account</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>Original Issuing Lender</b>" means Barclays Bank PLC,</p> <p>"<b>Original Senior Secured Indenture</b>" means the indenture dated 12<sup>th</sup> May 2010 pursuant to which the Original Senior Secured Notes are issued (as amended, supplemented and/or waived from time to time),</p> <p>"<b>Original Senior Secured Note Creditors</b>" means the Original Senior Secured Noteholders, the Original Senior Secured Note Trustee and the Security Trustee (as defined in the Original Senior Secured Indenture),</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

"Original Senior Secured Note Documents" means the Original Senior Secured Indenture, the Original Senior Secured Notes, the guarantees in respect of the Original Senior Secured Notes granted under the Original Senior Secured Indenture, the Security Interests granted or to be granted for the benefit of the Original Senior Secured Note Creditors pursuant to Original Senior Secured Note Documents, and the Intercreditor Deed,

"Original Senior Secured Note Issuer" means the wholly-owned direct Subsidiary of the Principal Obligor incorporated or acquired by it for the purpose of issuing the Original Senior Secured Notes, being INEOS Finance plc, a company incorporated in England and Wales with registered number 07084307,

"Original Senior Secured Note Trustee" means The Bank of New York Mellon as trustee for the Original Senior Secured Noteholders,

"Original Senior Secured Noteholders" means the holders from time to time of the Original Senior Secured Notes,

"Original Senior Secured Notes" means the EUR 300,000,000, 9¼% senior secured notes due 2015 and the US\$570,000,000, 9% senior secured notes due 2015 issued under the Original Senior Secured Indenture,

"Parent" means INEOS Group Limited (a company incorporated in England and Wales with registered number 3534631),

"Pledged Account" means, in respect of each Pledge, the (i) special financial securities account the details of which are specified in the relevant Statement of Pledge, opened in the name of the Pledgor in the books of the relevant Account Holder, in which the relevant Financial Securities are registered and (ii) the relevant Special Cash Account, and "Pledged Accounts" means collectively the Pledged Account related to the IPS Pledge and the Pledged Account related to the ICL Pledge

"Pledges" means collectively the IPS Pledge and the ICL Pledge

"Principal Obligor" means INEOS Holdings Limited, a company incorporated in England and Wales with registered number 4215887,

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property,

"Refinanced Second Secured Liabilities" has the meaning given to it in the Intercreditor Deed,

"Relevant Secured Documents" means the Senior Facilities Agreement, the Original Senior Secured Indenture, any Additional Senior Secured Indenture and any Second Secured Indenture,

"Second Secured Creditors" means any holders of any Second Secured Debt and any trustee in respect of such Second Secured Debt,

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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

"**Second Secured Debt**" means any amounts comprising Refinanced Second Secured Liabilities raised by way of note issuance permitted in accordance with the Senior Facilities Agreement and the Intercreditor Deed,

"**Second Secured Documents**" means each document constituting, evidencing or relating to Refinanced Second Secured Liabilities,

"**Second Secured Indenture**" means any indenture pursuant to which any Second Secured Debt is issued or is to be issued (as amended, supplemented and/or waived from time to time),

"**Secured Documents**" means, together, the Senior Finance Documents, the Senior Secured Note Documents and the Second Secured Documents,

"**Secured Parties**" means the Senior Security Agent, each Senior Finance Party, the Security Trustee (as defined in the Senior Secured Note Documents) acting on its own behalf and on behalf of each other Senior Secured Note Creditor, each Second Secured Creditor and any Receiver or Delegate, together with each of their respective assignees, transferees and successors. On the date of the Share Pledge Agreement, the Secured Parties are the entities listed in Schedule 1 to the Share Pledge Agreement,

"**Security Interest**" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment by way of security, assignation in security, standard security, reservation of title, any other security interest or any other agreement or arrangement (including a sale and repurchase arrangement) having the commercial effect of conferring security,

"**Security Documents**" means each of the security documents specified in schedule 2 (*Security Documents*) 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 in relation to the obligations of any obligor or any other grantor of Transaction Security under any Senior Finance Documents, all other documents entered into by any Group Company or any other person creating, evidencing or granting any Security Interest granted or to be granted under any Senior Secured Note Documents, each document or instrument granting or creating the Security Interests granted in accordance with clause 6.2 (*High Yield Guarantees and Security*) of the Intercreditor Deed in favour of the security agent or the trustee(s) acting on behalf of the high yield creditors referred to in the Intercreditor Deed and any Security Interest granted under any covenant for further assurance in any of those documents,

"**Senior Facilities Agreement**" means the senior facilities agreement dated 12 May 2010 made between, amongst others, INEOS Group Limited, the Principal Obligor and the Original Lenders referred to therein (as amended, restated, supplemented and/or waived from time to time),

"**Senior Finance Documents**" means the Senior Facilities Agreement, each Security Document, the Intercreditor Deed, each Hedging Agreement, each Ancillary Document, each Accession Document, each Transfer Certificate, each Fees Letter, the Invitation Memorandum, each Acceptance Notice and any other document designated as a Senior Finance Document by the Principal Obligor and the Facility Agent,

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| 6                 | Short particulars of all the property mortgaged or charged  |  |
|-------------------|---|--|
| Short particulars | <p>Please give the short particulars of the property mortgaged or charged</p> <p>"Senior Finance Parties" means Barclays Capital and J P Morgan plc each as joint mandated lead arrangers and joint bookrunners, the Facility Agent, the Senior Security Agent, each Lender, each Ancillary Lender, each Issuing Lender and each Hedging Lender,</p> <p>"Senior Secured Note Creditors" means the Original Senior Secured Note Creditors and any Additional Senior Secured Note Creditors,</p> <p>"Senior Secured Note Documents" means the Original Senior Secured Note Documents and any Additional Senior Secured Note Documents,</p> <p>"Senior Secured Note Issuer" means the Original Senior Secured Note Issuer, (to the extent it issues Senior Secured Notes permitted under the Senior Facilities Agreement and the Intercreditor Deed) the Principal Obligor and each other direct wholly-owned Subsidiary of the Principal Obligor established for the purpose of issuing Senior Secured Notes and incorporated in the European Union or in any state of the United States that complies with clause 20 49(d) (<i>Senior Secured Notes</i>) of the Senior Facilities Agreement,</p> <p>"Senior Secured Notes" means any senior secured notes issued or to be issued by any Senior Secured Note Issuer and complying with the Senior Secured Note parameters set out in part 1 of schedule 17 (<i>Parameters</i>) to the Senior Facilities Agreement,</p> <p>"Senior Security Agent" means Barclays Bank PLC as trustee for and on behalf of the Secured Parties,</p> <p><b>Special Cash Account</b>" means, in respect of each Pledge, the special bank account opened in the name of the Pledgor in the books of the Special Cash Account Holder the details of which are specified in the relevant Statement of Pledge, which pursuant to Article L. 211-20 of the French <i>Code Monétaire et Financier</i>, forms part of the Pledged Account, and "<b>Special Cash Accounts</b>" means collectively the Special Cash Account related to the IPS Pledge and the Special Cash Account related to the ICL Pledge,</p> <p>"<b>Special Cash Account Holder</b>" means the bank which is the account holder of each Special Cash Account, being BNP Paribas,</p> <p>"<b>Subsidiary</b>" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 (excluding for all purposes any Excluded Company and the Excluded Holding Company),</p> <p>"<b>Statement of Pledge</b>" means, in respect of each Pledge, the statement of pledge (<i>déclaration de nantissement de compte de titres financiers</i>) in the form attached as Schedule 1 to the Share Pledge Agreement relating to that Pledge and "<b>Statements of Pledge</b>" means collectively the Statement of Pledge related to the IPS Pledge and the Statement of Pledge related to the ICL Pledge</p> <p>"<b>Transaction Completion Date</b>" means 12<sup>th</sup> May 2010,</p> <p>"<b>Transaction Security</b>" means the Security Interests created or expressed to be created in favour of the Senior Security Agent or any other Secured Party pursuant to the Security Documents,</p> |  |

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MG01 - continuation page  
Particulars of a mortgage or charge

| 6                 | Short particulars of all the property mortgaged or charged  |  |
|-------------------|---|--|
| Short particulars | <p data-bbox="331 421 986 454">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="344 521 1390 611">"<b>Transfer Certificate</b>" means a certificate substantially in the form set out in schedule 5 (<i>Transfer Certificate</i>) to the Senior Facilities Agreement or such other form as the Principal Obligor and the Facility Agent may agree,</p> <p data-bbox="344 640 1390 757">"<b>Treasury Transaction</b>" 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, and</p> <p data-bbox="344 786 1353 837">"<b>7<sup>th</sup> Supplemental Indenture</b>" means the 7<sup>th</sup> supplemental indenture to the Original Senior Secured Indenture dated on the date hereof</p> |  |

| 6                 | Short particulars of all the property mortgaged or charged   |  |
|-------------------|--|--|
| Short particulars | <p style="text-align: center;"><b>PART B</b></p> <p style="text-align: center;"><b><u>Short particulars of all the property mortgaged or charged</u></b></p> <p>(1) Pursuant to Clause 2 (<i>Pledges</i>) of the Share Pledge Agreement the Pledgor agrees to pledge the Pledged Accounts in accordance with Article L 211-20 of the French <i>Code Monétaire et Financier</i></p> <p>(2) Pursuant to Clause 3 1 (<i>Scope of the Pledges</i>) of the Share Pledge Agreement, the Pledge encompasses and extends to the whole value of the Financial Securities initially registered in each Pledged Account, at the date of the Share Pledge Agreement, and in the future, including without limitation all dividends, distributions and Cash Proceeds in accordance with Article L 211-20 of the French <i>Code Monétaire et Financier</i></p> <p>(3) By virtue of Clause 3 2 (<i>Scope of the Pledges</i>) of the Share Pledge Agreement, the Pledgor shall execute all such documents and take all such other actions as may be necessary or appropriate to effect such transfer</p> |  |

|                   |  |
|-------------------|--|
| <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><u>PART C</u></b></p> <p style="text-align: center;"><b><u>Covenants and Restrictions</u></b></p> <p>Pursuant to Clause 5 (<i>Undertakings</i>) of the Share Pledge Agreement, the Pledgor undertakes</p> <p>(a) not to sell or otherwise transfer in any manner whatsoever (including by way of merger or corporate reconstruction) any of the Pledged Accounts, the Financial Securities or the Cash Proceeds (except as permitted by Clause 3.4 of the Share Pledge Agreement) or grant any right in respect thereof, other than as permitted by the Relevant Secured Documents,</p> <p>(b) not to create, incur or permit to subsist any security interest or encumbrance whatsoever over any of the Pledged Accounts, the Financial Securities or the Cash Proceeds other than the Pledges, other than as permitted by the Relevant Secured Documents,</p> <p>(c) not to locate or permit to locate any Financial Securities or Cash Proceeds to be attributed to it or to be acquired or received by it in an account other than the relevant Pledged Account, other than as permitted by the Relevant Secured Documents,</p> <p>(d) not to close any of the Pledged Accounts, other than as permitted by the Relevant Secured Documents;</p> <p>(e) not to allow the articles of association (<i>statuts</i>) of IPS to contain any provision which would limit in anyway the exercise by the Secured Parties of their rights under the IPS Pledge,</p> <p>(f) not to allow the articles of association (<i>statuts</i>) of ICL to contain any provision which would limit in anyway the exercise by the Secured Parties of their rights under the ICL Pledge,</p> <p>(g) not to use any voting rights relating to any Financial Securities in a manner which would affect the validity or enforceability of the relevant Pledge or cause an Event of Default to occur,</p> <p>(h) to, at its own expense, promptly following request by the Senior Security Agent, execute such agreements and otherwise take whatever action the Senior Security Agent may reasonably require</p> <p style="padding-left: 40px;">(i) to perfect and/or protect each Pledge,</p> <p style="padding-left: 40px;">(ii) to facilitate the realisation or enforcement of each Pledge, and</p> <p style="padding-left: 40px;">(iii) to facilitate the exercise of any of the Senior Security Agent's rights, powers or discretions under this Agreement</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. 3938607

CHARGE NO. 11

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FRENCH LAW FINANCIAL  
SECURITIES ACCOUNT PLEDGE AGREEMENT DATED 31 MAY  
2011 AND CREATED BY INEOS INVESTMENTS  
INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM ANY GROUP COMPANY OR ANY  
OTHER GRANTOR OF TRANSACTION SECURITY TO ANY  
SECURED PARTY (INCLUDING TO THE SECURITY TRUSTEE)  
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 8 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JUNE 2011

