



CHFP041

COMPANIES FORM No. 395

Messrs. C. House.

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.Please do not
write in
this marginPlease complete
legibly, preferably
in black type or
bold block
lettering* Insert full name
of companyTo the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number

Name of company

* GI SERVICES LIMITED

1389339

Date of creation of the charge

30 JUNE 1999

Description of the instrument (if any) creating or evidencing the charge (note 2)

CHARGE OVER SHARES

Amount secured by the mortgage or charge

See attachment A

Names and addresses of the mortgagees or persons entitled to the charge

BANKERS TRUST COMPANY (as collateral agent)

233 South Wacker Drive, Suite 8400,
Chicago, Illinois USA

Postcode 60606

Presentor's name, address and
reference (if any):Gouldens
22 Tudor Street
London EC4Y OJJ
DX 67 London/Chancery
EQS/768547For official use
Mortgage section

Post room

KLO *KN54WHRK* 285
COMPANIES HOUSE 05/07/99

Time critical reference

16.07.99
62

Short particulars of all the property mortgaged or charged

By way of fixed charge, 900 Class 'A' Ordinary Shares of £1.00 each in Tioxide Group.

Please do not write in this margin

Please complete legibly, preferably in black type or bold block lettering

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Particulars as to commission allowance or discount (note 3)

NONE

Signed Galdens Date 2.7.99

On behalf of ~~[company]~~ [mortgagee/chargee]*

*Delete as appropriate

Notes.

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ.

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ATTACHMENT A TO FORM 395

GI SERVICES LIMITED

Company Number 1389339

All monies, obligations and liabilities whatsoever, whether for principal, interest or otherwise which may now or at any time in the future be due owing or incurred by the Company or any other Credit Party (being Huntsman ICI Chemicals LLC, Huntsman Holdings LLC, or any other group company which may provide a guarantee in respect of the obligations of Huntsman ICI Chemicals LLC) to any Secured Creditor (being any person who is granted a security interest pursuant to a Collateral Security Agreement between, amongst others, Huntsman ICI Chemicals LLC and Bankers Trust Company dated 30 June 1999 and all other agreements, assignments, security agreements, instruments and documents executed in connection with such Collateral Security Agreement and any other guarantees, mortgages, pledge agreements, collateral assignments, subordination agreements and other collateral documents of the same nature entered into by Huntsman ICI Chemicals LLC or any of its subsidiaries in favour of Bankers Trust Company for the benefit of the lenders under a credit agreement (the "Credit Agreement") dated as of 30 June 1999 between Huntsman ICI Chemicals LLC, Huntsman ICI Holdings LLC, Bankers Trust Company, Goldman Sachs Credit Partners LP, The Chase Manhattan Bank, Warburg Dillon Read and various other lending institutions referred to in such agreement (together the "Security Documents") or Bankers Trust Company under or in connection with the Charge, the Credit Agreement, any notes or letters of credit issued under or pursuant to the Credit Agreement, any Security Document, any interest rate agreement entered into in respect of the Credit Agreement and all other agreements, instruments and documents executed in connection with any other such documents, the guarantee executed by various subsidiaries of Huntsman ICI Chemicals LLC dated 30 June 1999 as the same may be amended, supplemented or otherwise modified from time to time, whether actual or contingent and whether a loan, severally or jointly as principal, guarantor, surety or otherwise under whatever name or style and whether on any current or other account or in any other manner whatsoever (except for any monies, obligation or liability, which if it so included, would result in the Company or any of its holding companies (as defined in the Companies Act 1985) contravening sections 151 to 158 of the Companies Act 1985.

FILE COPY



*This certificate has been
cancelled replace by a
amended cert on
2-8-99
~~19-5-99~~ Please send
10 following*

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 01389339

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED THE 30th JUNE 1999 AND CREATED BY G I SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANKERS TRUST COMPANY (AS COLLATERAL AGENT) ON ANY ACCOUNT WHATSOEVER (EXCEPT FOR ANY MONIES, OBLIGATION OR LIABILITY WHICH, IF IT WERE SO INCLUDED, WOULD RESULT IN THE COMPANY OR ANY OF ITS HOLDING COMPANIES UNDER THIS DEED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JULY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th JULY 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



COMPANIES HOUSE

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 01389339

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED THE 30th JUNE 1999 AND CREATED BY G I SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANKERS TRUST COMPANY (AS COLLATERAL AGENT) ON ANY ACCOUNT WHATSOEVER (EXCEPT FOR ANY MONIES, OBLIGATION OR LIABILITY WHICH, IF IT WERE SO INCLUDED, WOULD RESULT IN THE COMPANY OR ANY OF ITS HOLDING COMPANIES CONTRAVENTING SECTIONS 151 TO 158 OF THE COMPANIES ACT 1985) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JULY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd AUGUST 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E