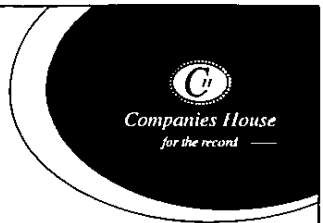


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Particulars of a mortgage or charge

700262 | 429



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 for a Sco company. To do this, please use form MG01s

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COMPANIES HOUSE

1	Company details	53 For official use
Company number	0 4 2 1 5 8 8 7	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	INEOS Holdings Limited	
2	Date of creation of charge	
Date of creation	d 2 9 m 0 5 y 2 0 y 1 2	
3	Description	
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	Second Supplemental Deed dated 29 May 2012 to the Singapore law share charge over the shares in INEOS Singapore Pte Ltd dated 27 May 2010 (as amended) between INEOS Holdings Limited (the "Chargor") and Barclays Bank PLC as Security Agent (the "Share Charge")	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if you need to enter more details
Amount secured	Please refer to the attached continuation pages	

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name Barclays Bank PLC (as Security Agent)
Address 5 The Colonnade, Canary Wharf, London

Postcode E 1 4 4 B B

Name

Address

Postcode

Continuation page

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Please refer to the attached continuation pages

Continuation page

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

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N/A

8 Delivery of instrument

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

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

9 Signature

Please sign the form here

Signature

Signature

X *Shearman & Sterling (London) LLP* X

This form must be signed by a person with an interest in the registration of the charge

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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 **Shirin Lim**

Company name **Shearman & Sterling (London) LLP**

Address **Broadgate West**

9 Appold Street

Post town **London**

County/Region

Postcode **E C 2 A 2 A P**

Country

DX

Telephone **020 7655 5000**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales.

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All money or liabilities due, owing or incurred to any Secured Party by the Charging Company or any other 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 or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities or any issuances of additional notes (in each case, to the extent permitted under the Secured Documents)) at present or in the future, in any manner whether actual or contingent, matured or unmatured, liquidated or unliquidated, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon (both before and after judgment) and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of a Group Company, and all losses incurred by any Secured Party in connection with any Secured Document (including, without limitation, under any amendments, supplements or restatements of any Secured Documents however fundamental or in relation to any new or increased advances or utilisations, any extensions, incremental commitments or facilities or any issuances of additional notes (in each case, to the extent permitted under the Secured Documents)) (the "Indebtedness")</p>	

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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;">PART A</p> <p style="text-align: center;"><u>Definitions</u></p> <p>In this form MG01, so far as the context admits, the following expressions have the following meaning</p> <p>"Accession Document" means an agreement substantially in the form of Exhibit A of the Senior Facilities Agreement pursuant to which a Person shall become a party to the Senior Facilities Agreement as a borrower or guarantor thereunder,</p> <p>"Additional Second Secured Borrower" means (to the extent it issues and/or borrows Additional Second Secured Liabilities) (a) Parent Holdco, or (b) any Holding Company of Parent Holdco or any direct wholly-owned Subsidiary of Parent Holdco or any direct wholly-owned Subsidiary of any Holding Company of Parent Holdco, in each case which is not Intermediate Holdco or a Subsidiary of Intermediate Holdco and which has the principal purpose of issuing and/or borrowing indebtedness of the type referred to in Clause 5 3(b) of the Intercreditor Deed and/or High Yield Notes and is incorporated in a member state of the European Union or in any state of the United States,</p> <p>"Additional Second Secured Liabilities" means additional indebtedness and/or liabilities and/or obligations on any refinancing, restructuring, replacement, extension, increase or supplement incurred by any Obligor in accordance with Clause 5 3 (<i>Second Secured Liabilities</i>) of the Intercreditor Deed,</p> <p>"Additional Senior Facilities Agreement" means any credit agreement pursuant to which any Additional Senior Lender Liabilities arise (as amended, restated, supplemented and/or waived from time to time),</p> <p>"Additional Senior Facilities Borrower" means INEOS Finance plc, INEOS US Finance LLC, any Upstream Subsidiary and/or each other direct wholly-owned Subsidiary of the Chargor that is, in each case, an obligor and which has the principal purpose of incurring Senior Liabilities and is incorporated in a member state of the European Union or in any state of the United States,</p> <p>"Additional Senior Facilities Representative" means a trustee, facility agent or other similar representative for or with respect to any Additional Senior Finance Parties,</p> <p>"Additional Senior Finance Documents" means any Additional Senior Facilities Agreement, the guarantees in respect of any Additional Senior Lender Liabilities granted under any Additional Senior Finance Documents, the Security Interests granted or to be granted for the benefit of any Additional Senior Finance Parties and the Intercreditor Deed together with any accession document, promissory note, fee letter, or any other document designated as an Additional Senior Finance Document by the Chargor and the relevant Additional Senior Facilities Representative, but only to the extent that the Chargor has given notice in accordance with Clause 5 1 of the Intercreditor Deed that the relevant liabilities are to constitute Additional Senior Secured Liabilities,</p> <p>"Additional Senior Finance Parties" means each Additional Senior Facilities Representative and each creditor under each Additional Senior Facilities Agreement provided that the Security Agent shall have confirmed its agreement in accordance with Clause 27 7 of the Intercreditor Deed to act as security agent for such Additional Senior Finance Parties,</p>	

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Particulars of a mortgage or charge

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

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"**BP Credit Documents**" means the Credit Support Documents but excluding each guarantee entered into by a member of the BP Group in favour of a Group Company and any other agreements guaranteed by a member of the Group,

"**BP Creditors**" means the Original BP Creditors and any of BP plc or any Subsidiary of BP plc which becomes a BP Creditor in accordance with Clause 23.3 of the Intercreditor Deed,

"**BP Group**" means BP plc and its Subsidiaries for the time being,

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

"**Capital Lease Obligation**" of any Person means any obligation of such Person and its Restricted Subsidiaries on a consolidated basis under any capital lease of (or other agreement conveying the right to use) real or personal property which, in accordance with IFRS, is required to be recorded as a capitalized lease obligation,

"**Capital Stock**" of any Person shall mean any and all shares, interests, participations, rights in or other equivalents (however designated) of such Person's capital stock, other equity interests whether now outstanding or issued after 4 May 2012, partnership interests (whether general or limited), any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person and any rights (other than debt securities convertible into Capital Stock), warrants or options exchangeable for or convertible into such Capital Stock,

"**Cash Management Arrangement**" means any customary cash management, cash pooling or netting or setting off arrangements or arrangements for the honouring of cheques, drafts or similar instruments including (for the avoidance of doubt) overdraft facilities entered into in the ordinary course of business but, in each case, only to the extent that the Chargor has given notice in accordance with Clause 5.14 of the Intercreditor Deed that the relevant cash management arrangement is to constitute a Cash Management Arrangement,

"**Cash Management Bank**" means any bank or financial institution in its capacity as a provider of cash management services under a Cash Management Arrangement which is or becomes a party to the Intercreditor Deed in accordance with Clause 23.4(c) of the Intercreditor Deed,

"**Charged Assets**" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets,

"**Charges**" means all or any of the Security Interest created or expressed to be created by or pursuant to the Original Share Charge,

"**Commodity Price Protection Agreements**" means any forward contract, commodity swap, commodity option or other similar financial agreement or arrangement relating to, or the value of which is dependent upon, fluctuations in commodity prices,

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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>"Company" means INEOS Luxembourg I S A, a limited liability company organized in Luxembourg with registered number B158195, and any successor pursuant to Section 8 13 of the Senior Facilities Agreement,</p> <p>"Credit Support Deed" means the credit support deed between BP International Limited, INEOS Holdings Limited and others dated 24th August 2005,</p> <p>"Credit Support Documents" means the Credit Support Deed, the Master Bilateral Netting Deed, the security granted in favour of BP International Limited or any affiliate, each guarantee entered into by Parent Holdco or any of its Subsidiaries in favour of any member of the BP Group in accordance with the Credit Support Deed, each guarantee entered into by a member of the BP Group in favour of Parent Holdco or any of its Subsidiaries in accordance with the Credit Support Deed and the Credit Support Side Letter,</p> <p>"Credit Support Side Letter" means the letter in relation to the Credit Support Documents dated 7th October 2005 between BP International Limited and the Chargor,</p> <p>"Creditors" means Senior Creditors, the Second Secured Creditors, the High Yield Creditors, the Intra-Group Creditors and the Subordinated Creditors,</p> <p>"Currency Hedging Agreements" means one or more of the following agreements foreign exchange contracts, currency swap agreements or other similar agreements or arrangements designed to protect against the fluctuations in currency values,</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on the Shares, together with all shares or other property derived from the Shares and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>"Finance Documents" means each of the Intercreditor Deed, the other Senior Finance Documents, any Additional Senior Finance Documents, the Senior Secured Note Documents, any Second Secured Documents, the High Yield Documents, the Security Documents (as defined in the Intercreditor Deed), the BP Credit Documents, any agreement evidencing the terms of the Intra-Group Liabilities and the investor documents referred to in the Intercreditor Deed,</p> <p>"Group" means the Parent and its Subsidiaries from time to time and "Group Company" and "member of the Group" means any of them,</p> <p>"Hedging Agreement" means all Interest Rate Agreements, Currency Hedging Agreements and Commodity Price Protection Agreements entered into or to be entered into by a Subsidiary of Intermediate Holdco that is an obligor with a Hedge Counterparty under an ISDA Master Agreement or other agreement which is similar in effect to an ISDA Master Agreement which the Chargor has notified the Security Agent (with a copy to the relevant Hedge Counterparty) is to be treated as a Hedging Agreement for the purposes of the Intercreditor Deed,</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

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

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

"High Yield Documents" means each High Yield Note Indenture, any High Yield Notes, the High Yield Security, the High Yield Guarantees and any other document entered into in connection with any High Yield Notes (but not any document to the extent it sets out rights of the initial purchasers of any High Yield Notes in their capacities as initial purchasers against any High Yield Note Issuer or any member of the Group),

"High Yield Guarantees" means the guarantees granted in accordance with Clause 6 2 of the Intercreditor Deed in favour of the High Yield Creditors,

"High Yield Note Indenture" means

(a) the indenture dated as of 7 February 2006 between, amongst others, INEOS Group Holdings S A (prior to its substitution as issuer, INEOS Group Holdings plc) as issuer and The Bank of New York Mellon (formerly The Bank of New York) as trustee, as amended, restated or supplemented from time to time, and

(b) any other indenture pursuant to which any High Yield Notes are issued,

"High Yield Noteholders" means the holders, from time to time, of the High Yield Notes,

"High Yield Note Issuer" means

(a) Parent Holdco, and

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

"High Yield Notes" means any high yield notes issued or to be issued by any High Yield Note Issuer,

"High Yield Note Trustee" means any person appointed for the time being to act as trustee for any High Yield Noteholders,

"High Yield Proceeds Lender" means any High Yield Note Issuer in its capacity as lender of any proceeds of the High Yield Notes to the Chargor or (to the extent it is a borrower of a High Yield Proceeds Loan) Intermediate Holdco,

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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>"High Yield Proceeds Loan" means any loan or other financial instrument constituting the advance of proceeds of any High Yield Notes from the High Yield Proceeds Lender to the Chargor or (to the extent it is a borrower of a High Yield Proceeds Loan) Intermediate Holdco,</p> <p>"High Yield Proceeds Loan Liabilities" means the Liabilities owed by the Chargor or (to the extent it is a borrower of a High Yield Proceeds Loan) Intermediate Holdco to any High Yield Proceeds Lender under any High Yield Proceeds Loan,</p> <p>"High Yield Security" means the Security Interests granted in accordance with Clause 6.2 of the Intercreditor Deed in favour of the security agent or trustee(s) acting on behalf of the High Yield Creditors,</p> <p>"Holdco" means INEOS Holdings Luxembourg S A and each other Holding Company of Parent Holdco which becomes a party as a Holdco in accordance with Clause 23 of the Intercreditor Deed,</p> <p>"Holding Company" means, in relation to a company, corporation or other person, a company or corporation in respect of which that company, corporation or other person is a Subsidiary,</p> <p>"IFRS" means the accounting standards issued by the International Accounting Standards Board and its predecessors, as adopted by the European Union, as in effect from time to time,</p> <p>"Intercreditor Deed" means the intercreditor deed dated 12 May 2010 between, amongst others, the obligors referred to therein, Barclays Bank PLC as security agent and as facility agent for the Lenders, BP International Limited as collateral agent for the BP Creditors referred to therein and acceded to by The Bank of New York Mellon as the trustee for the Senior Secured Noteholders referred to therein and by The Bank of New York Mellon as trustee for the High Yield Noteholders referred to therein (as amended, restated, supplemented and/or waived from time to time),</p> <p>"Interest Rate Agreements" means one or more of the following agreements: interest rate protection agreements (including, without limitation, interest rate swaps, caps, floors, collars and similar agreements) and/or other types of interest rate hedging agreements from time to time,</p> <p>"Intermediate Holdco" means INEOS Luxembourg I S A ,</p> <p>"Intra-Group Creditors" means</p> <ul style="list-style-type: none"> (a) each Original Intra-Group Creditor, and (b) each Obligor which has made available a loan or other form of debt to another Obligor, and (c) any other member of the Group which becomes a party to the Intercreditor Deed as an Intra-Group Creditor in accordance with the terms of Clause 23 of the Intercreditor Deed, <p>provided that each of INEOS Finance plc, INEOS US Finance LLC or any other Senior Secured Note Issuer or Additional Senior Facilities Borrower in its capacity as Senior Proceeds Lender shall not be an Intra-Group Creditor in respect of the Senior Proceeds Loan Liabilities,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Intra-Group Liabilities" means Liabilities owed by any obligor to any of the Intra-Group Creditors in its capacity as such (other than Liabilities under any Senior Proceeds Loan),</p> <p>"ISDA Master Agreement" means a 1992 ISDA Master Agreement or a 2002 ISDA Master Agreement,</p> <p>"Joint Lead Arrangers and Bookrunners" means Barclays Bank PLC, J P Morgan Securities LLC, Goldman Sachs International and UBS Limited,</p> <p>"Lenders" means the lending institutions from time to time party to the Senior Facilities Agreement,</p> <p>"Liabilities" means all present and future liabilities and obligations at any time of any High Yield Note Issuer, any Additional Second Secured Borrower or any Obligor to any Creditor under any Finance Document, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations</p> <ul style="list-style-type: none"> (a) any refinancing, novation, deferral or extension, (b) any claim for damages or restitution, and (c) any claim as a result of any recovery by any High Yield Note Issuer, any Additional Second Secured Borrower or any Obligor of a payment or discharge on the grounds of preference, <p>and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings,</p> <p>"Mandate Letter" means the Mandate Letter dated 15 April 2012, among the Joint Lead Arrangers and Bookrunners and INEOS Holdings Luxembourg S A , as supplemented,</p> <p>"Master Bilateral Netting Deed" means the master bilateral netting deed dated 24th August, 2005 between certain members of the BP Group and certain Group Companies,</p> <p>"Obligor" means</p> <ul style="list-style-type: none"> (a) Intermediate Holdco and each of its Subsidiaries which is a borrower/issuer or guarantor under the Senior Finance Documents and/or any Additional Senior Finance Documents and/or any Senior Secured Note Documents and/or a guarantor under any Second Secured Documents and/or the High Yield Documents, and (b) Parent Holdco, but only for the purpose of Clause 10 1 (<i>Payments to Senior Creditors</i>), Clause 16 4 (<i>Duties Owed</i>), Clause 22 (<i>Appointment and duties of Senior Security Agent</i>), Clause 23 13 (<i>Option to purchase</i>) of the Intercreditor Deed, and the definitions of "High Yield Payment Stop Event" and "Second Secured Payment Stop Event" in Clause 1 1 (<i>Definitions</i>) of the Intercreditor Deed, 	

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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>"Original BP Creditors" means the companies named in Part 2 of Schedule 1 of the Intercreditor Agreement as BP Creditors,</p> <p>"Original Intra-Group Creditor" means Ineos US DSS Limited, INEOS 2009B, INEOS Sales Belgium NV, INEOS France SAS, INEOS Sales Italia S r l , INEOS Finance Company, and INEOS Vinyls Limited,</p> <p>"Original Senior Secured Indenture" means</p> <ul style="list-style-type: none"> (a) the indenture dated as of 12 May 2010, among INEOS Finance plc, the guarantors named therein, The Bank of New York Mellon, as trustee, and the other parties thereto (as amended, restated, supplemented and/or waived from time to time), (b) the indenture dated as of 10 February 2012, among INEOS Finance plc, the guarantors named therein, The Bank of New York Mellon, as trustee, and the other parties thereto (as amended, restated, supplemented and/or waived from time to time), and (c) the indenture dated 4 May 2012, among INEOS Finance plc, the guarantors named therein, The Bank of New York Mellon, as trustee, and the other parties thereto (as amended, restated, supplemented and/or waived from time to time), <p>"Original Senior Secured Note Creditors" means any Original Senior Secured Noteholders and any Original Senior Secured Note Trustee,</p> <p>"Original Senior Secured Note Documents" means each Original Senior Secured Indenture, any Original Senior Secured Notes, the guarantees in respect of any Original Senior Secured Notes granted under each Original Senior Secured Indenture, the Security Interests granted or to be granted for the benefit of any Original Senior Secured Note Creditors pursuant to the Original Senior Secured Note Documents and the Intercreditor Deed,</p> <p>"Original Senior Secured Noteholders" means the holders from time to time of any Original Senior Secured Notes,</p> <p>"Original Senior Secured Note Issuer" means INEOS Finance plc,</p> <p>"Original Senior Secured Notes" means</p> <ul style="list-style-type: none"> (a) the EUR300,000,000, 9¼% senior secured notes due 2015, the \$570,000,000, 9% senior secured notes due 2015 and any additional senior secured notes due 2015 issued or to be issued under the indenture dated as of May 12, 2010, among INEOS Finance plc, the guarantors named therein, The Bank of New York Mellon, as trustee, and the other parties thereto, as it may be supplemented or amended from time to time, (b) the \$1,000,000,000, 8¾% senior secured notes due 2019, the EUR500,000,000, floating rate secured notes due 2019 and any additional senior secured notes due 2019 issued or to be issued under the indenture dated as of February 10, 2012, among INEOS Finance plc, the guarantors named therein, The Bank of New York Mellon, as trustee, and the other parties thereto, as it may be supplemented or amended from time to time, and 	

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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>(c) the \$775,000,000, 7.5% senior secured notes due 2020 and any additional senior secured notes due 2020 issued or to be issued under the indenture dated 4 May 2012 among the Senior Secured Note Issuer, the guarantors named therein, The Bank of New York Mellon, as trustee, and the other parties thereto, as it may be supplemented or amended from time to time.</p> <p>"Original Senior Secured Note Trustee" The Bank of New York Mellon, as trustee for the Original Senior Secured Noteholders,</p> <p>"Original Share Charge" means the Singaporean law share charge over the shares in INEOS Singapore Pte Ltd dated 27 May 2010 (as supplemented by a supplemental share charge dated 1 March 2012) between INEOS Holdings Limited and Barclays Bank PLC as security agent,</p> <p>"Parent" means INEOS Group Holdings S A, a company incorporated in Luxembourg with registered number B157810 and any successor pursuant to Section 8.13 of the Senior Facilities Agreement,</p> <p>"Parent Holdco" means any Person (other than a natural person) of which the Company is or becomes after 4 May 2012 a direct or indirect Subsidiary, <u>provided</u> that the primary purpose of such Person is to serve as a direct or indirect holding company of the Company,</p> <p>"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof,</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the assets of the Group Companies or any other person which from time to time are, or are expressed to be, the subject of the Transaction Security,</p> <p>"Relevant Secured Documents" means the Senior Facilities Agreement, any Original Senior Secured Indenture, any Additional Senior Facilities Agreement, Additional Senior Secured Indenture or any Second Secured Indenture,</p> <p>"Restricted Subsidiary" means any Subsidiary of Intermediate Holdco (or such other Person as the context may require) other than an Unrestricted Subsidiary (as defined in the Senior Facilities Agreement),</p> <p>"Second Secured Creditors" means holders of interests representing Second Secured Liabilities and each Second Secured Representative, provided that Second Secured Creditors shall only be treated as Second Secured Creditors for the purposes of the Share Pledge Agreement to the extent that the Security Agent has confirmed its agreement in accordance with Clause 27.7 (<i>Additional Secured Parties</i>) of the Intercreditor Deed to act as security agent for such Second Secured Creditors,</p> <p>"Second Secured Documents" means documents pursuant to or in connection with which any Second Secured Liabilities arise (including pursuant to the Intercreditor Deed, the Second Secured Guarantees, the Second Secured Security and the Second Secured Proceeds Loan),</p> <p>"Second Secured Guarantees" means any guarantees granted in accordance with Clause 4.2(b) of the Intercreditor Deed in favour of Second Secured Creditors,</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Second Secured Liabilities" means any Liabilities (ranking after the Senior Liabilities) owed by the obligors to any Second Secured Creditors (in such capacity only) under or in connection with the Second Secured Documents but only to the extent that the Chargor has given notice in accordance with Clause 5.3 of the Intercreditor Deed that the relevant liabilities are to constitute Additional Second Secured Liabilities,</p> <p>"Second Secured Proceeds Lender" means any Additional Second Secured Borrower in its capacity as lender of any proceeds made available under any Second Secured Proceeds Loan to the Chargor or Intermediate Holdco,</p> <p>"Second Secured Proceeds Loan" means any proceeds loan or other financial instrument resulting from the advance of proceeds of funds made available under any Second Secured Documents to the Chargor or Intermediate Holdco,</p> <p>"Second Secured Proceeds Loan Liabilities" means the Liabilities owed by the Chargor or Intermediate Holdco to any Second Secured Proceeds Lender under any Second Secured Proceeds Loan,</p> <p>"Second Secured Representative" means a note trustee, security trustee, facility agent or other similar representative with respect to any Second Secured Creditors,</p> <p>"Second Secured Security" means the Security Interests granted in accordance with Clause 4.2 of the Intercreditor Deed to secure the Second Secured Liabilities (but only to the extent such Security Interests secure the Second Secured Liabilities),</p> <p>"Secured Documents" means, together, the Senior Finance Documents, the Additional Senior Finance Documents, the Senior Secured Note Documents and the Second Secured Documents,</p> <p>"Secured Parties" means each the Security Agent, the Senior Finance Parties, the Senior Secured Note Creditors, the Additional Senior Finance Parties, each Second Secured Creditor and any Receiver,</p> <p>"Security Documents" means</p> <ul style="list-style-type: none"> (a) each of the Senior Security Documents, (b) each document or instrument granting or creating the Second Secured Security, (c) each document or instrument granting or creating the High Yield Security, and (d) any Security Interest granted under any covenant for further assurance in any of those documents, <p>"Security Interests" means any mortgage or deed of trust, charge, pledge, lien (statutory, or otherwise), privilege, security interest, assignment, easement, hypothecation, claim, preference, priority or other encumbrance upon or with respect to any property of any kind (including any conditional sale, capital lease or other title retention agreement, real or personal, moveable or immovable, now owned or hereafter acquired) A Person will be deemed to own subject to a Security</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Interest which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, Capital Lease Obligation or other title retention agreement,</p> <p>"Senior Creditors" means</p> <ul style="list-style-type: none"> (a) the Senior Finance Parties and/or any other lender or creditor in respect of any Senior Lender Liabilities owing under the Senior Finance Documents including, without limitation, each Hedge Counterparty and each Cash Management Bank, (b) the Senior Secured Note Creditors, and (c) any Additional Senior Finance Parties, <p>"Senior Facilities Agreement" means the credit agreement dated 27 April 2012 made between, amongst others, INEOS US Finance LLC and INEOS Finance plc, as Borrowers, Barclays Bank PLC, as Administrative Agent and Security Agent and the Lenders referred to therein (as amended, restated, refinanced, replaced, supplemented and/or waived from time to time),</p> <p>"Senior Finance Documents" means the Senior Facilities Agreement, the Intercreditor Deed, the security documents (referred to and as defined in the Senior Facilities Agreement), each Accession Document and guarantee, any promissory notes issued by a Borrower under the Senior Facilities Agreement, the Administrative Agent Fee Letter, the Mandate Letter and any other document designated as a Senior Finance Document by the Company and the Administrative Agent, the Hedging Agreements and any Cash Management Arrangement</p> <p>"Senior Finance Parties" means the Administrative Agent and Security Agent, each Joint Lead Arranger and Bookrunner, each Lender, and each sub agent pursuant to Article 10 of the Senior Facilities Agreement appointed by the Administrative Agent with respect to matters relating to the loans (as made available under the Senior Facilities Agreement) or the Security Agent with respect to matters relating to any security document (referred to and as defined in the Senior Facilities Agreement), each Hedge Counterparty and each Cash Management Bank,</p> <p>"Senior Lender Liabilities" means the Liabilities owed by the obligors to the Senior Creditors, other than the Senior Secured Note Creditors, under or in connection with the Senior Finance Documents and any Additional Senior Finance Documents,</p> <p>"Senior Liabilities" means the Senior Lender Liabilities and the Senior Secured Note Liabilities,</p> <p>"Senior Proceeds Lender" means INEOS Finance plc, INEOS US Finance LLC, any other Senior Secured Note Issuer or Additional Senior Facilities Borrower in its capacity as lender of any proceeds of the Senior Facilities Agreement, an Additional Senior Facilities Agreement or any Senior Secured Notes to (to the extent it is a borrower of a Senior Proceeds Loan) the Chargor or any other Restricted Subsidiary of the Bottom Swiss Subsidiary,</p> <p>"Senior Proceeds Loan" means any loan or other financial instrument constituting the proceeds of the Senior Facilities Agreement or an Additional Senior Facilities Agreement or any Senior Secured Notes from a Senior Proceeds Lender to (to the extent it is a borrower of a Senior Proceeds Loan) the Chargor or any other Restricted Subsidiary of the Bottom Swiss Subsidiary,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged.	
	<p>"Senior Proceeds Loan Liabilities" means the Liabilities owed (to the extent it is a borrower of a Senior Proceeds Loan) by the Chargor or any other Restricted Subsidiary of the Bottom Swiss Subsidiary to a Senior Proceeds Lender under any Senior Proceeds Loan,</p> <p>"Senior Secured Note Creditors" means any Original Senior Secured Note Creditors and any Additional Senior Secured Note Creditors,</p> <p>"Senior Secured Note Documents" means any Original Senior Secured Note Documents and any Additional Senior Secured Note Documents,</p> <p>"Senior Secured Note Issuer" means</p> <p>(a) INEOS UK Finance plc, and</p> <p>(b) (to the extent it issues Senior Secured Notes permitted under the Intercreditor Deed), INEOS US Finance LLC, any Upstream Subsidiary and/or any other direct wholly-owned Subsidiary of the Chargor that is, in each case, an obligor which has the principal purpose of incurring Senior Liabilities and is incorporated in a member state of the European Union or in any state of the United States,"</p> <p>"Senior Secured Note Liabilities" means the Liabilities owed by the obligors to the Senior Secured Noteholders and each Senior Secured Note Trustee under the Senior Secured Note Documents,</p> <p>"Senior Secured Note Trustee" means any person appointed for the time being to act as trustee for the Senior Secured Noteholders,</p> <p>"Senior Secured Noteholders" means the holders, from time to time, of the Senior Secured Notes,</p> <p>"Senior Secured Notes" means any senior secured notes issued or to be issued by any Senior Secured Note Issuer,</p> <p>"Senior Security" means the Security Interests granted or to be granted to secure the Liabilities owed under or in connection with the Senior Finance Documents, the Additional Senior Finance Documents and the Senior Secured Note Documents in favour of the Senior Creditors other than any Security Interests granted in respect of BP Receivables as contemplated by Clause 20.1 of the Intercreditor Deed,</p> <p>"Senior Security Documents" means all documents entered into by any member of the Group or any other person creating, evidencing or granting a Senior Security,</p> <p>"Shares" means</p> <p>(1) all shares in INEOS Singapore Pte Ltd, at the date of the Original Share Charge and in the future including the 100,000 ordinary shares of S\$1.00 each in the share capital of INEOS Singapore Pte Ltd registered in the name of the Chargor issued and outstanding at the date of the Original Share Charge,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(ii) all rights relating to any of those shares which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager or other similar person or their nominee, in each case whether or not on a fungible basis (including any rights against any such person), and</p> <p>(iii) all warrants, options and other rights to subscribe for, purchase or otherwise acquire any of the shares in INEOS Singapore Pte Ltd ,</p> <p>in each case at the date of the Original Share Charge or in the future in which the Chargor has an interest,</p> <p>"Subordinated Creditors" means each Holdco, each Additional Second Secured Borrower and each High Yield Note Issuer (provided that (i) no High Yield Note Issuer in its capacity as High Yield Proceeds Lender and (ii) no Additional Second Secured Borrower in its capacity as a Second Secured Proceeds Lender shall in either case be a "Subordinated Creditor" in respect of the High Yield Proceeds Loan Liabilities and the Second Secured Proceeds Loan Liabilities (respectively)),</p> <p>"Subsidiary" of a Person means (a) any corporation more than 50% of the outstanding voting power of the voting stock of which is owned or controlled, directly or indirectly, by such Person or by one or more other Subsidiaries of such Person, or by such Person and one or more other Subsidiaries thereof, (b) any limited partnership of which such Person or any Subsidiary of such Person is a general partner, or (c) any other person in which such person, or one or more other Subsidiaries of such Person, or such Person and one or more other Subsidiaries, directly or indirectly, has more than 50% of the outstanding partnership or similar interests or has the power, by contract or otherwise, to direct or cause the direction of the policies, management and affairs thereof,</p> <p>"Top Swiss Subsidiary" means the Subsidiary of Intermediate Holdco organised under the laws of Switzerland that is a direct or indirect parent company of the Chargor and is, as among the holding companies organised in Switzerland, closest in the chain of holding companies to Intermediate Holdco,</p> <p>"Transaction Security" means the Security Interests created or expressed to be created in favour of the Security Agent or any other Secured Party,</p> <p>"Upstream Subsidiary" means Intermediate Holdco or any Wholly Owned Restricted Subsidiary of Intermediate Holdco other than (a) the immediate parent company of the Top Swiss Subsidiary or (b) any Subsidiary of such immediate parent company of the Top Swiss Subsidiary, and</p> <p>"Wholly Owned Restricted Subsidiary" means a Restricted Subsidiary all the Capital Stock of which (other than directors' qualifying shares and other nominal amounts of Capital Stock that are required to be held by other Persons under applicable law) is owned by Intermediate Holdco or another Wholly Owned Restricted Subsidiary</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

PART B

Short particulars of all the property mortgaged or charged

- (1) Pursuant to Clause 3 1 (*Charge*) of the Original Share Charge, the Chargor by way of first fixed charge, charges all Shares and all corresponding Distribution Rights at the date of the Original Share Charge and in the future
- (2) Pursuant to Clause 4 (*Charging Provisions*) of the Share Charge, the Chargor, as beneficial owner and as continuing security for the due and punctual payment and discharge of the Indebtedness, charges in favour of the Security Agent (as security agent for itself and the other Secured Parties) by way of first fixed charge, all present and future Shares and all corresponding Distribution Rights

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

PART C

Covenants and Restrictions

- (1) Pursuant to Clause 4 1 (Security) of the Original Share Charge, the Chargor shall not create or permit to subsist any Security Interest over any Charged Assets, except as permitted by the Relevant Secured Documents or with the prior written consent of the Security Agent
- (2) Pursuant to Clause 4 2 (Disposal) of the Original Share Charge, the Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Assets except as permitted by the Relevant Secured Documents or with the prior written consent of the Security Agent and in the case of Distribution Rights, as permitted by Clause 5 1 (Voting Rights Before Declared Default) of the Original Share Charge or with the prior written consent of the Security Agent
- (3) Pursuant to Clause 6 (General Undertakings) of the Original Share Charge, the Chargor will observe and perform all covenants and stipulations from time to time affecting the Charged Assets, make all payments, carry out all registrations or renewals and, save as permitted by the Relevant Secured Documents, generally take all reasonable steps which are necessary to preserve, maintain and renew when necessary or desirable all the Charged Assets and the Charges
- (4) Pursuant to Clause 21 2 (The Chargor) of the Original Share Charge, the Chargor may not assign or transfer all or any of its rights, benefits and obligations under the Original Share Charge

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4215887
CHARGE NO. 53**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND SUPPLEMENTAL DEED
DATED 29 MAY 2012 AND CREATED BY INEOS HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE CHARGING COMPANY OR ANY OTHER GROUP
COMPANY OR ANY OTHER GRANTOR OF TRANSACTION
SECURITY TO ANY SECURED PARTY ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 1 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JUNE 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES