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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

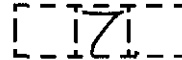
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



5310655

Name of company

* Innovene Europe Limited (the "Innovene Entity")

Date of creation of the charge

16 March 2006

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

Second ranking charge and security assignment (the "**Second Ranking Security Assignment**") between (1) the Innovene Entity, (2) Innovene USA LLC, (3) Innovene Polypropylene LLC and (4) Barclays Bank PLC as security agent for itself and the other Secured Parties (as herein defined) (the "**Security Agent**").

Amount secured by the mortgage or charge

Please refer to Part 2 of the attached Continuation Sheet.

Please refer to Part 1 of the Continuation Sheet for definitions.

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

Barclays Bank PLC, 1 Churchill Place, London

AS ABOVE

Postcode E14 5HP

Presentor's name address and
reference (if any):

Shearman & Sterling LLP
Broadgate West
9 Appold Street
London EC2A 2AP

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



LD2
COMPANIES HOUSE

LU6E8E5R

293
30/03/2006

Short particulars of all the property mortgaged or charged

Please refer to Part 3 of the attached Continuation Sheet.

Part 4 of the attached Continuation Sheet contains covenants by and restrictions on the Innovene Entity which protect and further define the Charges and which must be read as part of the Charges.

N.B. Please refer to Part 1 of the attached Continuation Sheet for definitions.

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legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Shearnan & Sterling (London) LLP Date *29/3/06*

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

Notes

† delete as
appropriate

- 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Continuation Sheet to Form 395

PART 1

Definitions

In this form 395, so far as the context admits, the following expressions mean:

"Assigned Contracts" means the contracts and documents listed in Schedule 3 (*Assigned Contracts*) of the Second Ranking Security Assignment, as each such contract or document may be amended, modified or supplemented from time to time, or any of them;

"BP Collateral Agent" means BP International Limited as collateral agent for the BP Creditors;

"BP Creditors" shall have the meaning given to such term in the Intercreditor Deed;

"BP Entities" means those entities listed in Schedule 1 (*BP Entities*) of the Second Ranking Security Assignment and **"BP Entity"** means any of them;

"BP Receivables" has the meaning given to such term in the Senior Facilities Agreement;

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Second Ranking Security Assignment;

"Credit Support Deed" means the credit support deed dated 24th August 2005 between the BP Entities listed in Schedule 1 thereof, Ineos Holdings Limited and the Ineos Entities listed in Schedule 2 thereof, as amended and restated on 16 December 2005 (and as further amended, restated, supplemented and/or waived from time to time);

"Credit Support Documents" means the Credit Support Deed, the Parent Company Guarantee, the Letter of Credit and the Master Bilateral Netting Deed;

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

"Event of Default" means any event or circumstance specified as such in Clause 21.1 to Clause 21.27 (inclusive) (*Events of Default*) of the Senior Facilities Agreement;

"First Ranking BP Security Assignments" means the first ranking security assignment dated 24th August 2005 granted by the Innovene Entities as referred to therein in favour of BP International Limited as security trustee and further amended and restated on 16th December 2005 and as further amended and restated by an amendment letter dated 16 March, 2006 (and as further amended or restated from time to time) and the first ranking security assignment dated 16 March, 2006 and granted by the Innovene Entities as referred to therein in favour of BP International Limited as security trustee (and as further amended, restated, supplemented and/or waived from time to time);

"Group Company" has the meaning given to such term in the Senior Facilities Agreement;

"Guaranteed Agreement" has the meaning given to it in the Ineos Holdings Guarantee;

"Indebtedness" means, together, the Senior Finance Party Indebtedness and the Guaranteed Obligations;

"**Ineos Holdings Guarantee**" means the guarantee dated 16th December 2005 entered into by the Principal Obligor in favour of the BP Creditors in the agreed form (and any replacement thereof in accordance with the terms of the Credit Support Documents);

"**Intercreditor Deed**" means the intercreditor deed entered into on 16th December 2005 between, amongst others, the Obligors referred to therein, the BP Collateral Agent, each of the original Senior Finance Parties referred to therein and the Senior Security Agent and as amended by a deed dated 13th January 2006 and amended and restated by a deed dated 31st January 2006 and further amended pursuant to a deed dated 6th February 2006 (and as further amended and/or restated from time to time);

"**Letter of Credit**" has the meaning given to such term in the Credit Support Deed;

"**Master Bilateral Netting Deed**" the master bilateral netting deed dated 24th August 2005 and amended and restated by a deed dated 16th December 2005 between the Ineos Parties and the BP Parties (each as defined therein) as amended from time to time;

"**Parent Company Guarantee**" means the guarantee dated 16th December 2005 provided by Ineos Holdings Limited in favour of the BP Entities;

"**Principal Obligor**" has the meaning given to such term in the Senior Facilities Agreement;

"**Receiver**" has the meaning given to such term in the Senior Facilities Agreement;

"**Secured Parties**" means the Senior Creditors;

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"**Senior Creditors**" has the meaning given to such term in the Intercreditor Deed;

"**Senior Facilities Agreement**" means the senior facilities agreement made between, inter alios, Ineos Group Limited, the Principal Obligor and the Lenders referred to therein dated 14th December 2005 as amended on 15th December 2005, 23rd December 2005, amended by a first supplemental agreement dated 31st January 2006 and further amended by a second supplemental agreement dated 6th February 2006 and as further amended by an amendment letter dated 20th February 2006 (and as further amended, restated, supplemented or waived from time to time);

"**Senior Finance Documents**" has the meaning given to such term in the Senior Facilities Agreement; and

"**Senior Finance Parties**" has the meaning given to such term in the Senior Facilities Agreement.

PART 2

Amount Secured by the Mortgage or Charge

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All money or liabilities due, owing or incurred to any Secured Party and/or any Receiver by an Innovene Entity or any other Group Company under any Senior Finance Document (including, without limitation, under any amendments, supplements or restatements of any Senior Finance Documents however fundamental (to the extent permitted under the Senior Finance Documents) or in relation to any new or increased advances or utilisations) 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 and including all liabilities in

connection with any notes, bills or other instruments accepted by any Secured Party and/or any Receiver for or at the request of a Group Company, and all losses incurred by any Secured Party and/or any Receiver in connection with any Senior Finance Document (including, without limitation, under any amendments, supplements or restatements of any Senior Finance Documents however fundamental (to the extent permitted under the Senior Finance Documents) or in relation to any new or increased advances or utilisations) (the "**Senior Finance Party Indebtedness**");

and:

All money or liabilities due, owing or incurred to the BP Collateral Agent and/or any BP Creditor by an Innovene Entity or any other Group Company under any Credit Support Document or Guaranteed Agreement (including without limitation, under any amendments, supplements or restatements of any such Credit Support Document or Guaranteed Agreement in accordance with the terms thereof however fundamental (to the extent permitted under the Senior Finance 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 (if any) and all losses incurred by any BP Creditor in connection with the Credit Support Documents or the Guaranteed Agreement (including, without limitation, under any amendments, supplements or restatements of any such Credit Support Document or Guaranteed Agreement however fundamental (to the extent permitted under the Senior Finance Documents)) (the "**Guaranteed Obligations**").

PART 3

Short particulars of all property mortgaged or charged

1. Pursuant to Clause 3 (*Assignment*) of the Second Ranking Security Assignment, subject to the First Ranking BP Security Assignments, the Innovene Entity, with full title guarantee and as security for the Indebtedness, assigns absolutely and grants a Security to the Security Agent for the benefit of each of the Secured Parties all its present and future right, title and interest in and to the Assigned Contracts, including all moneys payable to any Innovene Entity, and any claims, awards and judgments in favour of any Innovene Entity, under or in connection with the Assigned Contracts.
2. Pursuant to Clause 4 (*Fixed Charge*) of the Second Ranking Security Assignment, to the extent that it is not at any time otherwise effectively assigned under Clause 3 (*Assignment*) of the Second Ranking Security Assignment, the Innovene Entity charges by way of a fixed charge all its rights and interests in (and claims under) the Assigned Contracts to the Security Agent for the benefit of each of the Secured Parties.

PART 4

Covenants and Restrictions

1. Pursuant to Clause 2.2 (*Continuing Security*) of the Second Ranking Security Assignment, the security created by the Second Ranking Security Assignment is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Indebtedness or any other matter or thing.
2. Pursuant to Clause 2.3 (*Other Security*) of the Second Ranking Security Assignment, the security created by the Second Ranking Security Assignment is to be in addition and shall neither be

merged in nor in any way exclude or prejudice or be affected by any other security, guarantee, or indemnity or other right which the Security Agent and/or any other Secured Party or any other person may now or after the date of the Second Ranking Security Assignment hold for any of the Indebtedness, and this security may be enforced against each Innovene Entity without first having recourse to any other rights of the Security Agent or any other Secured Party.

3. Pursuant to Clause 2.4 (*Ranking of Fixed Charges*) of the Second Ranking Security Assignment, the Security created pursuant to Clause 3 (*Assignment*) and Clause 4 (*Fixed Charge*) of the Second Ranking Security Assignment shall, prior to, but not after the date of release of the First Ranking BP Security Assignments rank behind the First Ranking BP Security Assignments.
4. Pursuant to Clause 5.1 (*Security*) of the Second Ranking Security Assignment, no Innovene Entity shall create or permit to subsist any Security over the Assigned Contracts except for the Charges or as provided for under (i) the Credit Support Documents (including, for the avoidance of doubt, the First Ranking BP Security Assignments) and (ii) the Senior Finance Documents.
5. Pursuant to Clause 5.2 (*Disposal*) of the Second Ranking Security Assignment, except as required (a) by Clause 5.3 (*Further assurance*) of the Second Ranking Security Assignment and (b) under any Assigned Contract the Innovene Entity shall not (nor shall it agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of any Assigned Contract.
6. Pursuant to Clause 5.3 (*Further Assurance*) of the Second Ranking Security Assignment, the Innovene Entity shall promptly do whatever the Security Agent reasonably decides is necessary acting in good faith:
 - (a) to perfect or protect the Charges or the priority of the Charges; or
 - (b) to facilitate the realisation by the Security Agent of any of its rights under any of the Assigned Contracts or the exercise of any rights vested in the Security Agent or any Delegate,including executing any transfer, charge, assignment or assurance of the Assigned Contracts (whether to any Secured Party, the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction.
7. Pursuant to Clause 9.4 (*Appropriations*) of the Second Ranking Security Assignment, until all Indebtedness has been irrevocably and unconditionally paid and discharged in full, each Secured Party (or any trustee or agent on its behalf) may, subject to the terms of the Intercreditor Deed and without affecting the liability of any Innovene Entity under the Second Ranking Security Assignment:
 - (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and each Innovene Entity shall not be entitled to the benefit of the same; and
 - (b) hold in an interest-bearing suspense account any moneys received from any Innovene Entity or on account of any Innovene Entity's liability under the Second Ranking Security Assignment.

8. Pursuant to Clause 11.3 (*Suspense Account*) of the Second Ranking Security Assignment, subject to Clause 11.4 (*Intercreditor Deed*) of the Second Ranking Security Assignment, until the Indebtedness is paid in full, the Security Agent may place and keep (for such time as it shall determine) any money received pursuant to the Second Ranking Security Assignment or on account of any Innovene Entity's liability in respect of the Indebtedness in an interest bearing separate suspense account (to the credit of either the relevant Innovene Entity or the Security Agent as the Security Agent shall think fit) and the Receiver may retain the same for the period which he and the Security Agent consider expedient without having any obligation to apply all or any part of that money in or towards discharge of the Indebtedness.
9. Pursuant to Clause 19.1 (*Further Assurance*) of the Second Ranking Security Assignment, promptly following a demand made by the Security Agent, the Innovene Entity will execute, deliver, file and record any financing statement, specific assignment or other document and take any other action that the Security Agent reasonably decides is necessary acting in good faith to create, preserve, perfect or validate any Security granted under Clause 3 (*Assignment*) of the Second Ranking Security Assignment, to enable the Security Agent to exercise or enforce its rights under the Second Ranking Security Assignment.
10. Pursuant to Clause 19.2 (*Further Security*) of the Second Ranking Security Assignment, the Innovene Entity shall, as soon as reasonably practicable following notice from the Security Agent, execute and deliver to the Security Agent (or procure the execution and delivery of) such other deed of assignment by way of security and charge (in substantially the same form as the Second Ranking Security Assignment) in favour of the Security Agent assigning and charging (and granting Security for the benefit of the Secured Parties), its present and future right, title and interest in and to any BP Receivables that are subject to a first ranking Security for the benefit of the BP Creditors granted in accordance with Clause 20 of the Intercreditor Deed and not subject to the security constituted by the Second Ranking Security Assignment, as specified by the Security Agent, to secure the Indebtedness. Any deed of assignment by way of security entered into in accordance with Clause 19.2 (*Further Security*) of the Second Ranking Security Assignment shall be subject to the terms of Clause 20 of the Intercreditor Deed.
11. Pursuant to Clause 20.1 (*Attorney*) of the Second Ranking Security Assignment, the Innovene Entity, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of the Second Ranking Security Assignment, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under the Second Ranking Security Assignment or otherwise for any of the purposes of the Second Ranking Security Assignment, and the Innovene Entity covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney. Such power of attorney shall only be exercisable following the occurrence of an Event of Default which is continuing or if the Innovene Entity has failed to comply with its further assurance obligations pursuant to Clause 5.3 (*Further Assurance*) of the Second Ranking Security Assignment or a perfection obligation pursuant to the Second Ranking Security Assignment.
12. Pursuant to Clause 20.2 (*Ratification*) of the Second Ranking Security Assignment, the Innovene Entity ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of the power of attorney in Clause 20.1 (*Attorney*) of the Second Ranking Security Assignment.

13. Pursuant to Clause 21 (*Set-Off*) of the Second Ranking Security Assignment, a Senior Finance Party may at any time whilst an Event of Default is continuing set off any matured obligation due from the Innovene Entity in respect of the Senior Finance Party Indebtedness (to the extent beneficially owned by that Senior Finance Party) against any matured obligation owed by that Senior Finance Party to the Innovene Entity, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Senior Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05310655

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECOND RANKING CHARGE AND SECURITY ASSIGNMENT DATED THE 16th MARCH 2006 AND CREATED BY INNOVENE EUROPE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM AN INNOVENE ENTITY OR ANY OTHER GROUP COMPANY TO ANY SECURED PARTY, THE BP COLLATERAL AGENT AND/OR ANY BP CREDITOR UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th APRIL 2006.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES