

# MG04

Statement that part [or the whole] of the property  
charged (a) has been released from the charge;  
(b) no longer forms part of the company's property



☒ **What this form is for**  
You may use this form to  
register a statement that part  
or the whole of the property  
has a) been released from  
the charge or b) ceased to  
form part of the property

☐ **What this form is NOT for**  
You cannot use this form to  
register a statement that part  
or the whole of the property  
has been released from the charge  
or b) no longer forms part of  
the company's property, for a  
company registered in Scotland  
To do this, please use MG04s

TUESDAY



LD3

\*L50FMW5G\*

26/07/2011

48

COMPANIES HOUSE

1

## Company details

Company number 0 5 3 1 0 6 5 5

Company name in full INEOS Europe Limited

1 7

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

## Creation of charge

Date charge created d1 d2 m0 m5 y2 y0 y1 y0

Description ① Debenture

① You should give a description of  
the instrument (if any) creating or  
evidencing the charge,  
e.g. 'Legal charge'

② The date of registration may be  
confirmed from the certificate

Date of registration ② d1 d9 m0 m5 y2 y0 y1 y0

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## Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the  
debenture holders

Name Barclays Bank PLC

Address 5 The North Colonnade

Canary Wharf

Postcode E 1 4 4 B B

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

Name

Address

Postcode

Name

Address

Postcode

## MG04

Statement that part [or the whole] of the property charged (a) has been released from the charge; (b) no longer forms part of the company's property

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### Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give the short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

#### Continuation page

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

Short particulars

See continuation sheets

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### Property released or ceased to belong to the company

I confirm that with respect to the charge described above that ①

- ☐ part of the property  
☒ the whole of the property

has ①

- ☒ been released from the charge  
☐ ceased to form part of the company's property or undertaking  
☐ been released from the charge and ceased to form part of the company's property

① Please tick one box only

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### Signature

Please sign the form here

Signature

Signature

X *Slaughter and May*  
*(on behalf of the Charging Company)* X

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

## MG04

Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property



### 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. The contact information you give will be visible to searchers of the public record.

Contact name **Marianne Wilson**

Company name  
**Slaughter and May**

Address **One Bunhill Row**

Post town **London**

County/Region

Postcode **E C 1 Y 8 Y Y**

Country **United Kingdom**

DX

Telephone



### 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 correctly completed the charge details in Section 2
- ☐ You have given the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the details of the short particulars of the property charged
- ☐ You have completed both parts of Section 5
- ☐ You have signed the form



### Important information

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



### 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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### Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Short particulars

#### PART A

##### Definitions

In this form MG04, so far as the context admits, the following expressions have the following meaning

**"Acceptance Notice"** means a confirmation of acceptance substantially in the form attached to annex 1 (*Form of Acceptance Notice*) to the Invitation Memorandum,

**"Accession Document"** means an agreement substantially in the form set out in schedule 6 (*Accession Document*) 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,

**"Account Bank"** means any bank or financial institution with which the Charging Company maintains a bank account in England and Wales,

**"Acquisition Documents"** means the documents evidencing the acquisition of any of INEOS Bamble AS, a 0.1 per cent interest in IS Norpolefin ANS, INEOS Management (Shanghai) Company Limited, and all the outstanding shares of INEOS Jersey Limited, INEOS LLC, INEOS Solutions NV, INEOS Belgium Holdco NV, INEOS Singapore Pte Ltd and INEOS Korea Limited by certain Group Companies,

**"Additional Senior Secured Indenture"** means any indenture pursuant to which any Additional Senior Secured Notes are issued (as amended, supplemented and/or waived from time to time),

**"Additional Senior Secured Note Creditors"** means any Additional Senior Secured Noteholders and any Additional Senior Secured Note Trustee,

**"Additional Senior Secured Note Documents"** 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,

**"Additional Senior Secured Note Trustee"** means any entity appointed as trustee for any Additional Senior Secured Noteholders,

**"Additional Senior Secured Noteholders"** means the holders from time to time of any Additional Senior Secured Notes,

**"Additional Senior Secured Notes"** means any Senior Secured Notes issued or to be issued by any Senior Secured Note Issuer after the Transaction Completion Date,

**"Administrator"** means an administrator appointed under schedule B1 of the Insolvency Act 1986,

**"Ancillary Documents"** means all documents and agreements made by an Ancillary Lender and any

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#### Short particulars

Group Company in connection with the Ancillary Facilities,

**"Ancillary Facilities"** means working capital facilities made available by an Ancillary Lender in accordance with clause 6 (*Ancillary Facilities*) of the Senior Facilities Agreement,

**"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,

**"Assigned Agreements"** means the Acquisition Documents, the Hedging Agreements, the Insurances, the Credit Support Deed, the Master Bilateral Netting Deed, any guarantee entered into in favour of any Group Company in accordance with the Credit Support Deed, the Credit Support Side Letter, the Assigned Intercompany Loan Agreements and the Existing Finance Documents,

**"Assigned Intercompany Loan Agreements"** means (a) the Intercompany Loan Agreements, and (b) any other loan entered into or to be entered into by the Charging Company with any other Group Company from time to time,

**"Book Debts"** means all book and other debts and monetary claims,

**"BP Creditors"** means the companies named in part 2 of schedule 1 (*Details of BP Creditors*) of the Intercreditor Deed and any member of the BP Group which becomes a BP Creditor in accordance with Clause 24 3 (*Change of and new Senior Creditor*) of the Intercreditor Deed,

**"BP Group"** means BP plc and its Subsidiaries from time to time,

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

**"Business Day"** has the meaning given to that term in the Senior Facilities Agreement,

**"Cash Collateral Account"** means any Holding Account, any Mandatory Prepayment Account, or any other bank account of a Group Company with Barclays Bank PLC, the Security Agent or an Issuing Lender or an Ancillary Lender that is subject to a first priority fixed Security Interest in favour of any Senior Finance Party (in form and substance satisfactory to Barclays Bank PLC, the Security Agent or (as applicable) such Issuing Lender or Ancillary Lender) and is designated as a Cash Collateral Account by the Parent,

**"Charged Account"** means any Cash Collateral Account maintained with an Account Bank and any other account which the Charging Company has, or has any interest in, with any person and includes any replacement, substitute or additional account from time to time,

**"Charged Contract"** shall mean any instrument or agreement that is charged under Clause 3 1(a)(ii)(K) (*Fixed Charge*) of the Debenture,

**"Charged Property"** means the assets mortgaged, charged or assigned to the Security Agent by the Debenture,

**"Credit Support Deed"** means the credit support deed between BP International Limited, the

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#### Short particulars

Principal Obligor and others dated 24<sup>th</sup> August 2005 (as amended or amended and restated from time to time),

**"Credit Support Documents"** means the Credit Support Deed, the Master Bilateral Netting Deed and the other Credit Support Documents referred to in the Senior Facilities Agreement,

**"Credit Support Side Letter"** means the letter in relation to the Credit Support Documents dated 7<sup>th</sup> October 2005 between BP International Limited and the Principal Obligor,

**"Declared Default"** means an Event of Default which is continuing in respect of which the Security Agent has given notice of intention to enforce,

**"Delegate"** means any delegate, sub-delegate, agent, attorney or co-trustee appointed, directly or indirectly, pursuant to Clause 18 (*Delegation*) of the Debenture,

**"Distribution Rights"** means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

**"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,

**"Excluded Assets"** means (i) the BP Receivables subject to a first ranking Security Interest for the benefit of the BP Creditors granted in accordance with clause 20 (*BP Receivables*) of the Intercreditor Deed, (ii) any Underlying Agreement subject to a first ranking Security Interest for the benefit of the BP Creditors granted in accordance with clause 20 (*BP Receivables*) of the Intercreditor Deed and (iii) the MS Commercial Paper, the Notes Payable and the rights of the Charging Company thereunder,

**"Excluded Company"** means

- (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

- (2) any subsidiary of any company referred to in (1),

**"Excluded Holding Company"** means INEOS Technologies Limited, a company incorporated in Jersey with registered number 98813,

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#### Short particulars

**"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,

**"Existing Finance Documents"** has the meaning given to "Senior Finance Documents" in the Existing Facilities Agreement,

**"Facility Agent"** means Barclays Bank PLC in its capacity as facility agent for the Lenders under the Senior Finance Documents,

**"Fees Letter"** means each of the agency fee letter, the security agent fee letter and the mandate letter referred to in the Senior Facilities Agreement,

**"Floating Charge Asset"** means an asset charged under Clause 3.2 (*Floating charge*) of the Debenture,

**"Group"** means the Parent and its Subsidiaries from time to time (excluding for all purposes any Excluded Company and the Excluded Holding Company),

**"Group Company"** means a member of the Group,

**"Hedging Agreements"** means Treasury Transactions entered into or to be entered into with the Hedging Lenders

- (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,
- (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
- (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,

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#### Short particulars

**"Hedging Lenders"** 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,

**"Holding Account"** means an account held in England by the Principal Obligor or one of its Subsidiaries with Barclays Bank PLC or the Facility Agent or the Security Agent, identified in a letter between the Parent and the Facility Agent or a Security Document governed by English law as a Holding Account and subject to a first priority Security Interest in favour of the Security Agent (as the same may be redesignated, substituted or replaced from time to time),

**"Insurances"** means all policies of insurance and all proceeds of them either at the date of the Debenture or in the future held by, or written in favour of, the Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,

**"Intellectual Property"** means the Intellectual Property Rights owned or used by the Charging Company throughout the world or the interests of the Charging Company in any of those Intellectual Property Rights, together with the benefit of all agreements entered into or the benefit of which is enjoyed by the Charging Company relating to the use or exploitation of any of those Intellectual Property Rights,

**"Intellectual Property Rights"** means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with any such registrations and applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world,

**"Intercompany Loan Agreements"** means each of the Intercompany Loan Agreements referred to as such in the Senior Facilities Agreement,

**"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 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),

**"Investment"** means any negotiable instrument, certificate of deposit, debenture, share or other investment (as defined in part II of Schedule 2 to the Financial Services and Markets Act 2000 as at the date of the Debenture) owned (as at the date of the Debenture or in the future) by the Charging Company or held by any security agent, finance party, depositary, custodian, nominee, fiduciary, investment manager or clearing system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

**"Invitation Memorandum"** means the invitation memorandum dated 17th March 2010 (as supplemented by the supplement to the invitation memorandum dated 12th April 2010) published by



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#### Short particulars

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,

**"Issuing Lender"** means the Original Issuing Lender and any additional Issuing Lender appointed in accordance with clause 5 7(d) (*Issue of Bank Guarantees*) of the Senior Facilities Agreement,

**"Lenders"** 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,

**"Mandatory Prepayment Account"** means an interest-bearing account held in England by a borrower under the Senior Facilities Agreement with Barclays Bank PLC, the Facility Agent or the Security Agent identified in a letter between the Parent and the Facility Agent or a Security Document governed by English law as a Mandatory Prepayment Account subject to a first priority Security Interest in favour of the Security Agent and from which withdrawals may be made by Group Companies except as contemplated by the Senior Facilities Agreement (as the same may be redesignated, substituted or replaced from time to time),

**"Master Bilateral Netting Deed"** means the master bilateral netting deed dated 24<sup>th</sup> August 2005 between certain members of the BP Group and certain Group Companies,

**"MS Commercial Paper"** means, at any time, the Notes (as defined in the assignment and set-off agreement dated 6<sup>th</sup> July 2007 and made between Morgan Stanley Capital Group, the Charging Company and Morgan Stanley) then held by the Charging Company and that are subject to the terms of such assignment and set-off agreement,

**"Morgan Stanley Capital Group"** means Morgan Stanley Capital Group Inc, a Delaware company with number 2028833 whose principal place of business is at 1585 Broadway, New York, New York 10036,

**"Notes Payable"** means a note payable or similar instrument issued by Morgan Stanley Capital Group pursuant to and in accordance with the Refineries Agreement,

**"Original Issuing Lender"** means Barclays Bank PLC,

**"Original Senior Secured Indenture"** means the indenture dated on or about the date of the Debenture pursuant to which the Original Senior Secured Notes are issued (as amended, supplemented and/or waived from time to time),

**"Original Senior Secured Note Creditors"** means the Original Senior Secured Noteholders and the Original Senior Secured Note Trustee,

**"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

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### Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

#### Short particulars

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 \$570,000,000, 9% senior secured notes due 2015, in each case, issued or to be issued under the Original Senior Secured Indenture,

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

**"Premises"** means all freehold and leasehold property from time to time owned by the Charging Company or in which the Charging Company is otherwise interested,

**"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 Account"** means a Charged Account which is not a Cash Collateral Account (including without limitation the accounts listed in Schedule 6 (*Details of Relevant Accounts*) to the Debenture), or any account which is designated as such by the Security Agent and the Principal Obligor,

**"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,

**"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,

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**"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 each Senior Finance Party, each Senior Secured Note Creditor, each Second Secured Creditor and any Receiver or Delegate,

**"Security Agent"** means Barclays Bank PLC as trustee for and on behalf of the Secured Parties,

**"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,

**"Senior Finance Parties"** means Barclays Capital and J P Morgan plc each as joint mandated lead arrangers and joint bookrunners, the Facility Agent, the Security Agent, each Lender, each Ancillary Lender, each Issuing Lender and each Hedging Lender,

**"Senior Secured Note Creditors"** means the Original Senior Secured Note Creditors and any Additional Senior Secured Note Creditors,

**"Senior Secured Note Documents"** means the Original Senior Secured Note Documents and any Additional Senior Secured Note Documents,

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**"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) (*Senior Secured Notes*) of the Senior Facilities Agreement,

**"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 (*Parameters*) to the Senior Facilities Agreement,

**"Subsidiary"** 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),

**"Subsidiary Shares"** means all shares owned (at the date of the Debenture or in the future) by the Charging Company in its Subsidiaries, including any specified in Schedule 3 (*Subsidiary Shares*) to the Debenture,

**"Transaction Completion Date"** means 12<sup>th</sup> May 2010,

**"Transaction Security"** means the Security Interests created or expressed to be created in favour of the Security Agent or any other Secured Party pursuant to the Security Documents,

**"Transfer Certificate"** means a certificate substantially in the form set out in schedule 5 (*Transfer Certificate*) to the Senior Facilities Agreement or such other form as the Principal Obligor and the Facility Agent may agree,

**"Treasury Transaction"** 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

**"Underlying Agreement"** has the meaning given to that term in the Credit Support Deed

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Short particulars

#### PART B

##### Short particulars of all the property mortgaged or charged

- (1) All freehold and leasehold property (including the property specified in Schedule 2 (*Details of Properties*) to the Debenture) together with all buildings and fixtures (including trade fixtures) on that property
- (2) All the Subsidiary Shares and Investments and all corresponding Distribution Rights
- (3) All other interests in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land
- (4) All plant, machinery, vehicles, computers, office, goods, personal chattels and all other equipment and the benefit of all contracts, licences and warranties relating thereto
- (5) All Book Debts and all rights and claims against third parties and against any security in respect of Book Debts
- (6) All monies standing to the credit of its accounts (including the Cash Collateral Accounts) with any bank, financial institution or other person
- (7) All Intellectual Property Rights (including those set out at Schedule 5 (*Intellectual Property Rights*) to the Debenture)
- (8) The benefit of all consents and agreements held by it in connection with the use of any of its assets
- (9) The Charging Company's goodwill and uncalled capital
- (10) All the Charging Company's rights and interests in (and claims under) the Assigned Agreements
- (11) Any interest, claim or right in each case in respect of a return of surplus assets which the Charging Company has at the date of the Debenture or subsequently in respect of any pension fund or plan,
- (12) All the rights (including, without limitation, the right to receive compensation) in respect of (a) joint venture, partnership, distributorship, building or development or similar agreements to which the Charging Company is a party, (b) any warranty, bond, guarantee, indemnity, Security Interest or letter of credit issued in its favour, and (c) any bill of exchange or any other negotiable instrument held by it
- (13) All the Underlying Agreements except for the Assigned Agreements
- (14) The account charge dated on or about the date of the Debenture and entered into by the

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Statement that part [or the whole] of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property

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### Short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

Please give short particulars of the property or undertaking which has been released from the charge or ceased to belong to the company

#### Short particulars

Charging Company as Principal Obligor in favour of the Original Issuing Lender

- (15) All the Charging Company's assets both at the date of the Debenture and subsequently not otherwise effectively mortgaged by way of first legal mortgage under Clause 3 1(a)(i) (*Fixed charges*) of the Debenture, charged by way of first fixed charge under Clause 3 1(b)(i) (*Fixed charges*) of the Debenture or assigned under Clause 3 3 (*Security assignment*) of the Debenture including assets comprised within a charge which is reconverted under Clause 3 5(c) (*Automatic conversion of a floating charge*), heritable property and all other assets in Scotland
- (16) All rights, title and interest in the Assigned Agreements, together with the benefit of all its rights, claims and remedies in respect of such Assigned Agreements