

CHFP025

Please do not  
write in this  
margin

**COMPANIES FORM No. 155(6)a**

## Declaration in relation to assistance for the acquisition of shares

Pursuant to section 155(6) of the Companies Act 1985

# 155(6)a

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

**Note**  
Please read the notes  
on page 3 before  
completing this form.

\* insert full name  
of company

Ø insert name(s) and address(es) of all the directors

**To the Registrar of Companies  
(Address overleaf - Note 5)**

For official use

Company number

05310669

Name of company

\* INNOVENE NOMINEE LIMITED (THE "COMPANY")

1/We SEE SCHEDULE 1 ATTACHED

† delete as appropriate

5 delete whichever  
is inappropriate

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that:

The business of the company is:

[illegible]

(c) something other than the above \$

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~XXXXXXXX~~ [company's holding company] INNOVENE JERSEY

Limited! f

The assistance is for the purpose of ~~proceeding to~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. †

The number and class of the shares acquired or to be acquired is: 2,000,000 ORDINARY SHARES OF  
US\$0.01 EACH

Presentor's name address and  
reference (if any) :  
Slaughter and May  
One Bunhill Row  
London  
EC1Y 8YY  
(Ref: ACJ/RYSZS/PTBB)

For official Use  
General Section

Post room



**ED1**  
**COMPANIES HOUSE**

193  
18/03/2006

The assistance is to be given to: (note 2) INEOS HOLDINGS LIMITED of Hawslease, Chapel Lane,  
Lyndhurst, Hampshire SO43 7FG

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

The assistance will take the form of:

SEE SCHEDULE 2 ATTACHED

The person who [has acquired] ~~100% of~~ † the shares is:

† delete as  
appropriate

INEOS HOLDINGS LIMITED

The principal terms on which the assistance will be given are:

SEE SCHEDULE 3 ATTACHED

The amount of cash to be transferred to the person assisted is £ NIL

The value of any asset to be transferred to the person assisted is £ NIL

The date on which the assistance is to be given is WITHIN 8 WEEKS OF THE DATE HEREOF

- \* delete either (a) or (b) as appropriate

(b) [REDACTED] (note 3)

Declarants to sign below

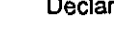
Hauptziele

on

1	4	0	3	2	0	0	6
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before me

Declarants to sign below

 JOHN REECE

**The Registrar of Companies**  
37 Castle Terrace  
Edinburgh  
EH1 2EB

\* delete either (a) or (b) as appropriate

(a) ~~We~~ We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date)\* (note 3)

[illegible]

Declared at

**Declarants to sign below**

London

N. J. WRIGHT

Day Month Year  
on 1/4 0/3 2/0/0/6

before me Edward Rea

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.~~

## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" *see section 152(3) of the Companies Act 1985.*
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - *see section 156(3) of the Companies Act 1985.*
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

**SCHEDULE 1**

<b>Name</b>	<b>Address</b>
John Reece	Culverley House The Rise Brockenhurst Hampshire SO53 4HN
Nigel John Wright	Esha Ness Lewis Lane Gerrards Cross Bucks SL9 9TS

**SCHEDULE 2**

The financial assistance will take the form of the execution, delivery and performance by the Company of its obligations under the following document (as amended, extended, novated or supplemented from time to time):

1. a share pledge (the **"Share Pledge"**), to be governed by the laws of Belgium, between (1) the Company and Innovene European Holdings Limited (as pledgors) and (2) the Security Agent (as pledgee), pursuant to which the Company and Innovene Nominee Limited will grant a pledge, in favour of the Security Agent, over the shares held by the Company in Innovene Manufacturing Belgium NV,

and any other financial assistance contemplated by the Share Pledge, the amounts payable thereunder and/or the transactions contemplated thereby, and the exercise by the Company of its rights and the performance of its obligations thereunder, which shall include, without limitation, any condition, undertaking, representation, warranty, guarantee, indemnity, loan, waiver, gift, security agreement, novation, assignment or any other thing done or to be done in connection with the Share Pledge which would constitute financial assistance.

**SCHEDULE 3**

Under the terms of the Share Pledge (as defined in Schedule 2), the Company will give assistance by granting a pledge in favour of the Security Agent over the shares held by it in Innovene Manufacturing Belgium NV, and by covenanting that it will grant a pledge over all future shares in Innovene Manufacturing Belgium NV. Under the Share Pledge, the Company covenants to pay indebtedness due by any Group Company under any Senior Finance Document, Credit Support Document and Guaranteed Agreement (as such terms are defined in the Share Pledge).

The Company provides further assurance in connection with the perfection, realisation and protection of the Share Pledge or to confer further security in favour of the Security Agent.

The Company would also agree to indemnify the Security Agent in respect of all costs and expenses incurred by it, in the execution of any rights, powers or discretions under the Share Pledge.

CC060520125

**INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF INNOVENE  
NOMINEE LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT  
1985**

We have examined the attached statutory declaration of the directors dated 14 March 2006, prepared in accordance with applicable United Kingdom law, in connection with the proposed financial assistance to be given by Innovene Nominee Limited (the "Company") for the purchase of 2,000,000 ordinary shares in Innovene Jersey Limited.

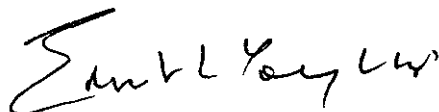
This report is made solely to the directors in accordance with Section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors those matters we are required to state to them in an auditors' report under section 156(4) and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the directors, for our audit work, for this report, or for the opinions we have formed.

**Basis of opinion**

We have enquired into the state of affairs of the Company so far as necessary in order to review the bases for the statutory declaration.

**Opinion**

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.



Ernst & Young LLP  
Registered Auditor  
London  
14 March 2006