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CHFP025

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

*insert full name
of Company

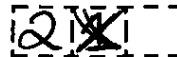
COMPANIES FORM No. 395**Particulars of a mortgage or charge**

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

06959146

Name of company

* INEOS Industries Limited (the "Charging Company")

Date of creation of the charge

31 July 2009

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

Guarantee and debenture dated 31 July 2009 (the "Guarantee and Debenture")
between the Charging Company and Barclays Bank PLC as the security trustee
for itself and the other Secured Parties (as defined herein) (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 attached continuation sheet for definitions.

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

Barclays Bank PLC
1 Churchill Place
London

Postcode E14 5HP

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

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

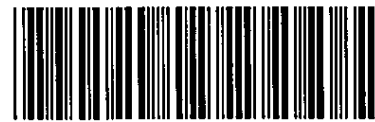
(London Docs - 596697)

Time critical reference
Jo Folan

For official Use (06/2005)
Mortgage Section

Post room

MONDAY



L2W41C33

LD3

03/08/2009

129

COMPANIES HOUSE

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 Charging Company to protect and further define the security interests created pursuant to the Guarantee and Debenture and which must be read as part of those security interests.

Please refer to part 1 of the attached continuation sheet for definitions.

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this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Shearn & Sterling (harder) LLP Date 3 August 2009

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

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated 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 have the following meanings:

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

"Assigned Agreements" means the Beech Transfer Agreements and the Assigned Intercompany Loan Agreements;

"Assigned Intercompany Loan Agreements" means any loan entered into by the Charging Company with any of its Subsidiaries from time to time;

"Beech Subsidiary" has the meaning given to that term in the Senior Facilities Agreement;

"Beech Transfer Agreements" means any document pursuant to which the Beech Subsidiary is transferred to the Charging Company;

"Book Debts" means all book and other debts and monetary claims;

"Borrower" has the meaning given to that term in the Senior Facilities Agreement;

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Guarantee and 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);

"Enforcement Time" means the time at which the Security Agent becomes entitled to take enforcement action under the Guarantee and Debenture in accordance with the provisions of Clause 11.2 (*Enforcement powers*) of the Guarantee and Debenture;

"Floating Charge Asset" means an asset charged under Clause 4.2 (*Floating charge*) of the Guarantee and Debenture;

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

"Guarantor" has the meaning given to that term in the Senior Facilities Agreement;

"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;

"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 Guarantee and Debenture) owned (now or in the future) by the Charging Company (including, unless the context otherwise requires, the Subsidiary Shares);

"Lenders" has the meaning given to that term in the Senior Facilities Agreement;

"Obligors" means the Principal Obligor, each Borrower and each Guarantor;

"Principal Obligor" means INEOS Holdings Limited;

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

"Secured Parties" means the Senior Finance Parties;

"Security Interest" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment by way of 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;

"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, as further amended by a second supplemental agreement dated 6th February 2006, as further amended by an amendment letter dated 20th February 2006, as amended and restated by a third supplemental agreement dated 21st June 2006, as amended by a fourth supplemental agreement dated 24th November 2006, as amended by a fifth supplemental agreement dated 21st December 2006, as amended by a sixth supplemental agreement dated 20th April 2007, as amended and restated by a seventh supplemental agreement dated 25th June 2007, as amended and restated by an eighth supplemental agreement dated 17th August 2007, as amended and restated by a ninth supplemental agreement dated 31st March 2008, as amended by a tenth supplemental agreement dated 17th December 2008, as amended by an eleventh supplemental agreement dated 29th May 2009, as amended by a twelfth supplemental agreement dated 29th May 2009 and as amended and restated by a thirteenth supplemental agreement dated 17th July 2009 (and as further amended, restated, supplemented and/or waived from time to time);

"Senior Finance Document" has the meaning given to that term in the Senior Facilities Agreement;

"Senior Finance Parties" has the meaning given to that term in the Senior Facilities Agreement;

"Subsidiaries" has the meaning given to that term in the Senior Facilities Agreement; and

"Subsidiary Shares" means all shares owned (at the date of the Guarantee and Debenture or in the future) by the Charging Company in its Subsidiaries, including those specified in Schedule 1 (*Subsidiary Shares*) of the Guarantee and Debenture.

Other References

In this form 395, unless a contrary intention appears, words importing the plural shall include the singular and vice versa.

PART 2

Amount to be secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party and/or any Receiver by the Charging Company under the Guarantee and Debenture (including, without limitation, under any amendments, supplements or restatements of the Guarantee and Debenture, however fundamental) or any 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 the Guarantee and Debenture (including, without limitation, under any amendments, supplements or restatements of the Guarantee and Debenture, however fundamental) or 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 "Secured Obligations").

PART 3

Short particulars of all property mortgaged or charged

1. Pursuant to Clause 4.1 (*Fixed charges*) of the Guarantee and Debenture, the Charging Company, as security for the payment of the Secured Obligations, charged in favour of the Security Agent (for the benefit of the Security Agent and the other Secured Parties) with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:
 - (a) by way of first legal mortgage all freehold and leasehold property together with all buildings and fixtures (including trade fixtures) on that property;
 - (b) by way of first fixed charge:
 - (i) all the Subsidiary Shares and Investments and all corresponding Distribution Rights;
 - (ii) all other interests (not charged under Clause 4.1(a) of the Guarantee and Debenture) 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;
 - (iii) all plant, machinery, vehicles, computers, office, goods, personal chattels and all other equipment and the benefit of all contracts, licences and warranties relating thereto;
 - (iv) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts;
 - (v) all monies standing to the credit of its accounts with any bank, financial institution or other person;
 - (vi) all its Intellectual Property Rights;
 - (vii) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
 - (viii) its goodwill and uncalled capital;
 - (ix) if not effectively assigned by Clause 4.3 (*Security assignment*) of the Guarantee and Debenture, all its rights and interests in (and claims under) the Assigned Agreements;
 - (x) any interest, claim or right in each case in respect of a return of surplus assets which it has now or subsequently in respect of any pension fund or plan; and
 - (xi) all the rights (including, without limitation, the right to receive compensation) now or subsequently of the Charging Company (not charged under Clause 4.1(b)(i) to 4.1(b)(x) (*Fixed charges*) inclusive of the Guarantee and Debenture or effectively assigned by Clause 4.3 (*Security assignment*) of the Guarantee and Debenture) in respect of (a) joint venture, partnership, distributorship, building or development or similar agreements to which it 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.

2. Pursuant to Clause 4.2 (*Floating charge*) of the Guarantee and Debenture and as further security for the payment of the Secured Obligations, the Charging Company charged with full title guarantee in favour of the Security Agent (for the benefit of the Security Agent and the other Secured Parties) by way of first floating charge all its present and future assets not otherwise effectively mortgaged by way of first legal mortgage under Clause 4.1(a) (*Fixed charges*) of the Guarantee and Debenture, charged by way of first fixed charge under Clause 4.1(b) (*Fixed charges*) of the Guarantee and Debenture or assigned under Clause 4.3 (*Security assignment*) of the Guarantee and Debenture including heritable property and all other assets in Scotland. The floating charge created by the Charging Company under Clause 4.2 (*Floating charge*) of the Guarantee and Debenture shall:
 - (a) except as otherwise agreed in writing by the Security Agent, rank in priority to any other Security Interest created by a Receiver appointed under the Guarantee and Debenture; and
 - (b) be a qualifying floating charge for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986.
3. Pursuant to Clause 4.3 (*Security assignment*) of the Guarantee and Debenture, as further security for the payment of the Secured Obligations the Charging Company assigned absolutely (subject to the right to reassignment on redemption pursuant to Clause 25.7 (*Covenant to release*) of the Guarantee and Debenture) to the Security Agent all its 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. Until the occurrence of the Enforcement Time, but subject to Clause 9.7 (*Assigned agreements*) of the Guarantee and Debenture, the Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements.
4. Pursuant to Clause 4.4 (*Conversion of floating charge*) of the Guarantee and Debenture, if:
 - (a) the Enforcement Time (without prejudice to Clause 4.5 (*Automatic conversion of floating charge*) of the Guarantee and Debenture) has occurred; or
 - (b) the Security Agent is, acting reasonably, of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,the Security Agent may, by notice to the Charging Company, (provided that, in respect of any conversion of the Floating Charge under paragraph (b) above, the Security Agent may only specify the Floating Charge Asset in question or the group of assets into which that Floating Charge Asset falls) convert the floating charge created under the Guarantee and Debenture into a fixed charge as regards those assets which it specifies in the notice. The Charging Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires.
5. Pursuant to Clause 4.5 (*Automatic conversion of floating charge*) of the Guarantee and Debenture:
 - (a) notwithstanding any other provision of the Guarantee and Debenture (and without prejudice to the circumstances in which the floating charge created under Clause 4.2 (*Floating charge*) of the Guarantee and Debenture will crystallise under general law but subject to Clause 4.5(b) of the Guarantee and Debenture):

- (i) if the Charging Company creates (or purports to create) any Security Interest (except with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent;
- (ii) if any third party levies or attempts to levy any distress, attachment, expropriation, sequestration, execution or other legal process against any Floating Charge Asset;
- (iii) a resolution is passed or a petition is presented for the winding-up or administration in relation to the Charging Company which is not discharged within 14 days (in the case of a winding-up petition) or 5 days (in the case of a petition for an administration order) or in any event before such petition is heard or a resolution is passed for a creditors' voluntary winding-up or a creditors' voluntary winding-up is commenced; or
- (iv) an Administrator or Receiver is appointed in respect of the Charging Company or the Security Agent receives notice of an intention to appoint an Administrator pursuant to paragraphs 15 or 26 of schedule B1 of the Insolvency Act 1986 in respect of the Charging Company,

the floating charge created under the Guarantee and Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset;

- (b) no floating charge created by Clause 4.2 (*Floating charge*) of the Guarantee and Debenture may be converted into a fixed charge or otherwise crystallise solely by reason of:

- (i) the obtaining of a moratorium by the Charging Company;
- (ii) anything done with a view to obtaining a moratorium,

under section 1A and schedule A1 of the Insolvency Act 1986 as inserted by the Insolvency Act 2000 section 1, schedule 1, paragraphs 1 and 2; and

- (c) any charge which has crystallised under Clause 4.4 (*Conversion of floating charge*) of the Guarantee and Debenture or Clause 4.5(a) (*Automatic conversion of floating charge*) of the Guarantee and Debenture may be reconverted into a floating charge by notice given at any time by the Security Agent to the Charging Company in relation to the assets specified in such notice.

- 6. Pursuant to Clause 4.6 (*Fixed and floating security*) of the Guarantee and Debenture, if for any reason any Security Interest in respect of any asset created or purported to be created pursuant to Clause 4 (*Charging clause*) of the Guarantee and Debenture as a fixed charge or assignment, does not, or ceases to, take effect as a fixed charge or assignment, then it shall take effect as a first floating charge in respect of such asset. However it is the intent of the parties that the Security Interests over other Charged Property shall remain unaffected.
- 7. Pursuant to Clause 4.7 (*Exceptions to the Security*) of the Guarantee and Debenture, the security created pursuant to Clause 4 (*Charging Clause*) of the Guarantee and Debenture shall not extend to any asset situated outside England and Wales to the extent that, and for so long as, any such security would be unlawful under the laws of the jurisdiction in which such asset is situated.

PART 4

Covenants and Restrictions

1. Pursuant to Clause 5.1 (*Continuing security*) of the Guarantee and Debenture the security created under the Guarantee and Debenture is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other matter or thing.
2. Pursuant to Clause 5.2 (*Other security*) of the Guarantee and Debenture the security created under the Guarantee and Debenture 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 Guarantee and Debenture hold for any of the Secured Obligations, and save as provided in Clause 11.2(d) (*Enforcement powers*) of the Guarantee and Debenture, the security created by the Guarantee and Debenture may be enforced against the Charging Company without first having recourse to any other rights of the Security Agent or any other Secured Party.
3. Pursuant to Clause 6.1 (*General*) of the Guarantee and Debenture, the Charging Company will, at its own expense, promptly following request by the Security Agent, execute such deeds and other agreements and otherwise take whatever action the Security Agent may reasonably require:
 - (i) to perfect and/or protect the security created (or intended to be created) by the Guarantee and Debenture;
 - (ii) to facilitate the realisation or enforcement of such security;
 - (iii) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Guarantee and Debenture;
 - (iv) to confer on the Security Agent security over any assets of the Charging Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Guarantee and Debenture; and/or
 - (v) at any time after the Enforcement Time, to confer on the Security Agent a legal fixed charge over Book Debts,

including the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever.

4. Pursuant to Clause 6.2 (*H.M. Land Registry*) of the Guarantee and Debenture:
 - (a) in relation to real property which is registered at the Land Registry or which is subject to a first registration application at the Land Registry and which is charged by way of legal mortgage under the Guarantee and Debenture situated in England and Wales, the Charging Company covenants to a restriction being entered on the Register of Title of all that real property under the Land Registration Act 2002 in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate or Charge is to be registered without a written consent signed by the proprietor for the time being of the

Charge dated [●] in favour of [●] referred to in the Charges Register or if appropriate signed on such proprietor's behalf by its authorised signatory";

- (b) subject to the terms of the Senior Facilities Agreement, the Lenders are under an obligation to make further advances to Obligors and the security constituted by the Guarantee and Debenture has been made for securing those further advances. In relation to real property which is registered at the Land Registry and which is charged by way of a legal mortgage under this Debenture which is situated in England or Wales, the Charging Company has agreed to apply for such obligation to make further advances to be noted on the Register of Title of each such property;
 - (c) in respect of any part of the Charged Property title to which is registered at H.M. Land Registry or which is in the process of first registration at HM Land Registry, it is certified that the security created by the Guarantee and Debenture does not contravene any of the provisions of the memorandum or articles of association of the Charging Company; and
 - (d) in relation to all real property acquired by the Charging Company at any time following the date of the Guarantee and Debenture and which shall be charged by way of legal mortgage under the Guarantee and Debenture situated in England and Wales, the Charging Company has agreed that it shall, as soon as reasonably practicable following the completion of the acquisition, apply to the Land Registry for a restriction to be entered on the Register of Title to that property in the same form as the restriction set out in Clause 6.2(a) of the Guarantee and Debenture with an application to the Land Registry in the form set out in Clause 6.2(b) of the Guarantee and Debenture.
5. Pursuant to Clause 6.3 (*Register of trade marks*) of the Guarantee and Debenture, the Charging Company as registered proprietor appoints the Security Agent as its agent to apply for the particulars of the Guarantee and Debenture and of the Secured Parties' interest in its existing trade marks and trade mark applications and any future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the Charging Company, to be entered on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, and the Charging Company agrees to execute all documents and forms required to enable those particulars to be entered on the Register of Trade Marks.
6. Pursuant to Clause 7 (*Negative Pledge and Disposal Restrictions*) of the Guarantee and Debenture, the Charging Company may not:
- (a) create or agree to create or allow to exist any Security Interest over any part of the Charged Property;
 - (b) sell, lease, transfer or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
 - (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,
- except with the prior written consent of the Security Agent and, in respect of paragraph (b) above, except as permitted by Clause 9.12 (*Disposals*) of the Guarantee and Debenture.

7. Pursuant to Clause 10 (*Attorney*) of the Guarantee and Debenture the Charging Company, 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 Guarantee and Debenture, 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 Guarantee and Debenture or otherwise for any of the purposes of the Guarantee and Debenture, and the Charging Company 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 the Enforcement Time or if the Charging Company has failed to comply with its further assurance obligations pursuant to Clause 6 (*Further Assurance*) of the Guarantee and Debenture or a perfection obligation pursuant to the Guarantee and Debenture.
8. Pursuant to Clause 21 (*Set-Off*) of the Guarantee and Debenture, a Senior Finance Party may at any time after the Enforcement Time, set-off any matured obligation due from the Charging Company in respect of the Secured Obligations (to the extent beneficially owned by that Senior Finance Party) against any matured obligation owed by that Senior Finance Party to the Charging Company, 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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6959146
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 31 JULY 2009 AND CREATED BY INEOS INDUSTRIES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ANY SECURED PARTY AND/OR
ANY RECEIVER 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 3 AUGUST
2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 AUGUST 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**