

MR05

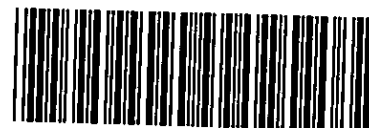
Statement that part or the whole of the property
charged (a) has been released from the charge
(b) no longer forms part of the company's property

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a statement that part or the
whole of the property charged
has either (a) been released from
the charge or (b) no longer forms
part of the company's property

✗ **What this form is NOT for**
You may not use this form
to register this statement against
an LLP. Use form LL MR05

WEDNESDAY



A04

A2I5BDHE

02/10/2013

#361

COMPANIES HOUSE

1 Company details

Company number 0 6 9 8 1 8 9 7

Company name in full INEOS CHEMICALS GRANGEMOUTH LIMITED

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation¹

When was the charge created?

→ Before 06/04/2013 Complete **Part A and Part C**

→ On or after 06/04/2013 Complete **Part B and Part C**

¹ **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge *

Charge creation date 0 6 / 0 4 / 2 0 1 1

¹ **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description SCOTS LAW STANDARD SECURITY DATED 31 MARCH 2011 GRANTED
BY INEOS CHEMICALS GRANGEMOUTH LIMITED (THE "CHARGOR") IN
FAVOUR OF BARCLAYS BANK PLC ("THE STANDARD SECURITY")

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

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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

A3

Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

Continuation page

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

PART A

Definitions

"**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,

"**Additional Senior Secured Indenture**" means any indenture pursuant to which any Additional 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 Notes**" means any Senior Secured Notes issued or to be issued by any Senior Secured Note Issuers after the Transaction Completion Date,

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

"**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,

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

"**BP Creditors**" has the meaning given to that term in the Intercreditor Deed,

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

"**Excluded Company**" means

(a) 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 include any other company or entity in which no Group Company owns any equity shares established or to be (move to continuation page)

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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

Part B Charges created on or after 06/04/2013

B1

Charge code

Charge code ①

Please give the charge code This can be found on the certificate

				-					-				
--	--	--	--	---	--	--	--	--	---	--	--	--	--

① Charge code

This is the unique reference code allocated by the registrar

Part C To be completed for all charges

C1

Cease or release

Please tell us about the property or undertaking

Part of the property or undertaking charged

- ☐ has been released from the charge
- ☐ no longer forms part of the company's property or undertaking
- ☐ has been released from the charge and no longer forms part of the company's property or undertaking

→ Go to **Section C2**

or

All of the property or undertaking charged

- ☒ has been released from the charge
- ☐ no longer forms part of the company's property or undertaking
- ☐ has been released from the charge and no longer forms part of the company's property or undertaking

→ Go to **Section C3**

C2

Description of assets or property ①

Please give a brief description of assets or property released from the charge and/or a brief description of any property which has ceased to form part of the company's property or undertaking

Description of assets or property

ALL and WHOLE (ONE) ALL AND WHOLE those subjects at Grangemouth Oil Refinery, Bo'Ness Road, Grangemouth, Stirlingshire registered in the Land Register of Scotland under Title Number STG29375, (TWO) ALL AND WHOLE that area of ground extending to 0.792 hectare or thereby part of the lands and farm of Lethem in the Parish of South Dean together with the booster station situated thereon being those subjects registered in the Land Register of Scotland under Title Number ROX7365, (THREE) ALL AND WHOLE a one half pro indiviso share of the subjects extending to 538 square metres or thereby lying on the north-northeast side of a private access road, part of the farm of Waulkmill and Greenhill and part of the farm known as Foothies Mill, Dunfermline together with the block valve station situated thereon, which one half pro indiviso share of the said subjects is registered in the Land Register of Scotland under Title Number FFE78166 and (FOUR) ALL AND WHOLE a one half pro indiviso share in that area extending to 700 square metres or thereby within the enclosure 0462 on the Ordnance Survey

① This section must be completed where part of the property or undertaking has been released from the charge or no longer forms part of the company's property or undertaking

Continuation page

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

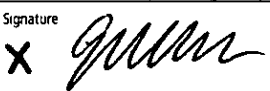
MR05

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

C3 Details of the person delivering this statement and their interest in the charge

	Please give the name of the person delivering this statement	
Forename(s)	ANDERSON STRATHERN LLP	
Surname		
	Please give the address of the person delivering this statement	
Building name/number	1	
Street	RUTLAND COURT	
Post town	EDINBURGH	
County/Region	MIDLOTHIAN	
Postcode	E H 3 8 E Y	
	Please give the person's interest in the charge (e.g. chargor/chargee etc)	
Person's interest in the charge	SOLICITORS FOR THE CHARGOR	

C4 Signature

	Please sign the form here	
Signature	Signature  Partner, for and on behalf of Anderson Strathern LLP.	

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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



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 BRUCE HARVIE

Company name ANDERSON STRATHERN LLP

Address 1 RUTLAND COURT

Post town EDINBURGH

County/Region MIDLOTHIAN

Postcode E H 3 8 E Y

Country SCOTLAND

DX ED 3, EDINBURGH 1

Telephone 0131 270 7700



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

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

Part C To be completed for all charges

- ☐ You have ticked the appropriate boxes in Section C1
☐ You have given a description of assets or property released from the charge (if appropriate)
☐ You have given the details of the person delivering this statement in Section C3
☐ 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 or email enquiries@companieshouse.gov.uk

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

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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

A3

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>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</p> <p>(b) any subsidiary of any company referred to in (a),</p> <p>"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,</p> <p>"Group" means Parent Holdco and its Subsidiaries from time to time (excluding for all purposes any Excluded Company),</p> <p>"Group Company" means a member of the Group,</p> <p>"Hedging Agreements" means Treasury Transactions entered into or to be entered into with the Hedging Lenders on the terms provided for in the Senior Facilities Agreement,</p> <p>"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,</p> <p>"Intercreditor Deed" means the intercreditor deed dated 12 May 2010 between, amongst others, the Obligors referred to therein, Barclays Bank PLC as security agent and as facility agent for the 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 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),</p> <p>"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 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,</p> <p>"Issuing Lender" means the Original Issuing Lender and any additional Issuing Lender appointed in accordance with Clause 57(d) (<i>Issue of Bank Guarantees</i>) of the Senior Facilities Agreement,</p> <p>"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,</p> <p>"Original Issuing Lender" means Barclays Bank PLC,</p> <p>"Original Senior Secured Indenture" means the indenture dated on or about 12 May 2010 pursuant to which the Original Senior Secured Notes are issued (as amended, supplemented and/or waived from time to time),</p> <p>"Original Senior Secured Note Creditors" means the Original Senior Secured Noteholders and the Original Senior Secured Note Trustees,</p> <p>"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 Note Documents, and the Intercreditor Deed,</p>

MR05 - continuation page

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

A3

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>"Original Senior Secured Note Issuer" means INEOS Finance plc, a company incorporated in England and Wales with registered number 07084307,</p> <p>"Original Senior Secured Note Trustee" means The Bank of New York Mellon as trustee for the Original Senior Secured Noteholders,</p> <p>"Original Senior Secured Noteholders" means the holders from time to time of the Original Senior Secured Notes,</p> <p>"Original Senior Secured Notes" means EUR 300,000,000, 9 1/4% 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,</p> <p>"Parent" means INEOS Group Limited, a company incorporated in England and Wales with registered number 03534631,</p> <p>"Principal Obligor" means INEOS Holdings Limited, a company incorporated in England and Wales with registered number 04215887,</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property,</p> <p>"Refinanced Second Secured Liabilities" has the meaning given to it in the Intercreditor Deed,</p> <p>"Second Secured Creditors" means any holders of any Second Secured Debt and any trustee in respect of such Second Secured Debt,</p> <p>"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,</p> <p>"Second Secured Documents" means each document constituting, evidencing or relating to Refinanced Second Secured Liabilities,</p> <p>"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),</p> <p>"Secured Documents" means together, the Senior Finance Documents, the Senior Secured Note Documents and the Second Secured Documents,</p> <p>"Secured Parties" means each Senior Finance Party, each Senior Secured Note Creditor, each Second Secured Creditor and any Receiver or Delegate,</p> <p>"Security Agent" means Barclays Bank PLC as Security Agent for itself and the other Secured Parties,</p> <p>"Security Documents" has the meaning given to it in the Intercreditor Deed,</p> <p>"Security Interest" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of setoff, 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 agreement) having the commercial effect of conferring security,</p> <p>"Senior Facilities Agreement" means the senior facilities agreement dated 12 May 2010 made between, amongst other, INEOS Group Limited, INEOS Holdings Limited as the Principal Obligor and the Original Lenders referred to</p>

MR05 - continuation page

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

A3

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>therein (as amended, restated, supplemented, and/or waived from time to time),</p> <p>"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,</p> <p>"Senior Finance Parties" means Barclays Capital and JP 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,</p> <p>"Senior Secured Note Creditors" means the Original Senior Secured Note Creditors and any Additional Senior Secured Note Creditors,</p> <p>"Senior Secured Note Documents" means the Original Senior Secured Note Documents and any additional Senior Secured Note Documents,</p> <p>"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) (<i>Senior Secured Notes</i>) of the Senior Facilities Agreement,</p> <p>"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 (<i>Parameters</i>) to the Senior Facilities Agreement,</p> <p>"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 (excluding for all purposes any Excluded Company),</p> <p>"Transaction Security" means the Security Interests created or expressed to be created in favour of the Security Agent or any other Secured Party,</p> <p>"Transfer Certificate" means a certificate substantially in the form set out in schedule 5 (<i>Transfer Certificate</i>) to the Senior Facilities Agreement or such other form as the Principal Obligor and the Facility Agent may agree, and</p> <p>"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</p>

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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

A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

PART B

Short particulars of all the property mortgaged or charged

ALL and WHOLE (ONE) ALL AND WHOLE those subjects at Grangemouth Oil Refinery, Bo'Ness Road, Grangemouth, Stirlingshire registered in the Land Register of Scotland under Title Number STG29375, (TWO) ALL AND WHOLE that area of ground extending to 0.792 hectare or thereby part of the lands and farm of Lethem in the Parish of South Dean together with the booster station situated thereon being those subjects registered in the Land Register of Scotland under Title Number ROX7365, (THREE) ALL AND WHOLE a one half pro indiviso share of the subjects extending to 538 square metres or thereby lying on the north-northeast side of a private access road, part of the farm of Waulkmill and Greenhill and part of the farm known as Foothies Mill, Dunfermline together with the block valve station situated thereon, which one half pro indiviso share of the said subjects is registered in the Land Register of Scotland under Title Number FFE78166 and (FOUR) ALL AND WHOLE a one half pro indiviso share in that area extending to 700 square metres or thereby within the enclosure 0462 on the Ordnance Survey plan lying to the west side of access road from the road from Linlithgow to Blackness, part of the lands of Walton and lands of Dyland together with the block valve station situated thereon, which one half pro indiviso share in the said area comprises those subjects registered in the Land Register of Scotland under Title Number WLN36745 (the "Security Subjects")

MR05 - continuation page

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

A3

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>PART C</p> <p><u>Covenants and Restrictions</u></p> <p>1 Pursuant to clause 1 of Part II of the Schedule of the Standard Security (hereafter "the schedule"), the Chargor shall</p> <p>(a) take all reasonable steps to keep the Security Subjects and all plant, machinery, fixtures, fittings, vehicles, computers and other equipment therein owned or leased by the Chargor in repair to ensure the continuance of the effective operation of the Chargor's business at the Security Subjects, and</p> <p>(b) permit the Security Agent and any person nominated by the Security Agent (and notified to the Chargor in writing) to enter into and upon the Security Subjects at all reasonable times during business hours and on not less than 24 hours' notice subject always to the reasonable security requirements of the Chargor to view the state and condition of the Security Subjects and it shall be an obligation on the Chargor to remedy any material defect or want of repair as soon as possible and in any event no later than four weeks after service by the Security Agent of notice of the defect or want of repair</p> <p>2 Pursuant to clause 1 of the schedule, the Chargor shall carry out all registrations or renewals and generally take all reasonable steps which are necessary to preserve, maintain and renew when necessary or desirable the Security Subjects</p> <p>3 Pursuant to clause 2 of the Schedule, the Chargor shall immediately give notice to the Security Agent if it receives any notice or if it has been notified that any steps have been commenced against it for the irritancy of any lease which is the subject of the Standard Security</p> <p>4 Pursuant to clause 4 of the Schedule, the Chargor shall not grant any lease, tenancy, licence or right to occupy in respect of the whole or any part of the Security Subjects or otherwise part with possession of the whole or any part of the Security Subjects except</p> <p>(a) as permitted by the Relevant Secured Documents, or</p> <p>(b) with the prior written consent of the Security Agent</p> <p>5 Pursuant to clause 5 of the Schedule, the Chargor shall notify the Agent if it intends to acquire any interest in any heritable, freehold or leasehold property and it will in any event notify the Security Agent promptly in writing of the actual acquisition by it of any heritable, freehold or leasehold property and it will comply with its obligations under Clause 7 (<i>Attorney</i>) of the Standard Conditions</p> <p>6 Pursuant to clause 9 of the schedule, the Chargor shall not</p> <p>(a) create or agree to create or allow to exist any Security Interest over any part of the Security Subjects, and</p> <p>(b) sell, lease, transfer or otherwise dispose of all or any part of the Security Subjects or the right to receive or to be paid the proceeds arising on the disposal of the same, or attempt to do so,</p> <p>except as permitted by the Relevant Secured Documents or with the prior written consent of the Security Agent</p>	

MR05 - continuation page

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

C2

Description of assets or property ^①

Please give a brief description of assets or property released from the charge
and/or a brief description of any property that has ceased to form part of the
company's property or undertaking

① This section must be completed
where part of the property or
undertaking has been released
from the charge or no longer forms
part of the company's property or
undertaking

Description of assets
or property

plan lying to the west side of access road from the road from Linlithgow to
Blackness, part of the lands of Walton and lands of Dyland together with the
black valve station situated thereon, which one half pro indiviso share in the
said area comprises those subjects registered in the Land Register of
Scotland under Title Number WLN36745