637558 13

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge



A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ What this form is for You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland What this form is NOT for You cannot use this form to reparticulars of a charge for a S company To do this, please us form MG01s



L10 19/04/2011 COMPANIES HOUSE

166

1	Company details	For official use		
Company number	0 6 9 8 1 8 9 7	→ Filling in this form		
Company name in full	INEOS Chemicals Grangemouth Limited	 Please complete in typescript or in bold black capitals 		
		All fields are mandatory unless specified or indicated by *		
2	Date of creation of charge			
Date of creation	- d 0 d 6 d 0 d 0 d 0 d 0 d 0 d 0 d 0 d 0			
3	Description			
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'			
Description	Scots law standard security dated 31 March 2011 granted by INEOS Limited (the "Chargor") in favour of Barclays Bank PLC ("the Standa			
4	Amount secured			
	Please give us details of the amount secured by the mortgage or charge	Continuation page		
Amount secured	Please refer to the attached continuation page	Please use a continuation page if you need to enter more details		

MG01 Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)			
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge Continuation page Please use a continuation page			
Name	Barclays Bank PLC (the "Security Agent") you need to enter more details.			
Address	5 The North Colonnade			
	Canary Wharf			
Postcode	E 1 4 B B			
Name				
Address				
Postcode				
6	Short particulars of all the property mortgaged or charged			
	Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details.		
Short particulars	Please refer to the attached continuation pages			

MG01 Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his	
	subscribing or agreeing to subscribe, whether absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or conditional,	
	for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.	
Commission allowance or discount	N/A	
8	Delivery of instrument	
	You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).	
	We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).	
9	Signature	
	Please sign the form here	
Signature	Signature X	
	This form must be signed by a person with an interest in the registration of the charge	

MG01

Particulars of a mortgage or charge

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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record Contact name Nick Pascal Shearman & Sterling (London) LLP **Broadgate West** 9 Appold Street Post town London Postcod Ε Country DX 020 7655 5000 Certificate you have left the presenter's information blank Checklist

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if

We may return forms completed incorrectly or with information missing

Plea:	e make	sure	you	have	remem	bered	the
follo	wing						

- The company name and number match the information held on the public Register
- You have included the original deed with this form
- You have entered the date the charge was created You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- You have enclosed the correct fee

Important information

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

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'

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 goviuk 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

MG01 - continuation page Particulars of a mortgage or charge

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All money or liabilities due, owing or incurred to any Secured Party by the Company or any other Group Company or any other grantor of Transaction Security under any Secured Document (including without limitation, under any amendments, supplements or restatements of any Secured Documents however fundamental (to the extent permitted under the Secured Documents) or in relation to any new or increased advances or utilisations or additional note issuances) 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 (both before and after judgment) and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party and/or any Receiver for or at the request of a Group Company, and all losses incurred by any Secured Party and/or any Receiver in connection with any Secured Document (including, without limitation, under any amendments, supplements or restatements of any Secured Documents however fundamental (to the extent permitted under the Secured Documents) or in relation to any new or increased advances or utilisations of additional note issuances)

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MG01 - continuation page Particulars of a mortgage or charge

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PART A

Definitions

- "Acceptance Notice" means a confirmation of acceptance substantially in the form attached to Annex I (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 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 Notes" means any Senior Secured Notes issued or to be issued by any Senior Secured Note Issuer 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,

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MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"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 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

(b) any subsidiary of any company referred to in (a),

"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,

"Group" means Parent Holdco and its Subsidiaries from time to time (excluding for all purposes any Excluded 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 on the terms provided for in the Senior Facilities Agreement,

"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,

"Intercreditor Deed" means the intercreditor deed dated on 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),

"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,

"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,

"Original Issuing Lender" means Barclays Bank PLC,

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"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).

"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 be granted for the benefit of the Original Senior Secured Note Creditors pursuant to Original Senior Secured Note Documents, and the Intercreditor Deed,

"Original Senior Secured Note Issuer" means 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, 91/4% 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,

"Parent" means INEOS Group Limited, a company incorporated in England and Wales with registered number 03534631,

"Principal Obligor" means INEOS Holdings Limited, a company incorporated in England and Wales with registered number 04215887,

"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,

"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,

"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.

MG01 - continuation page Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"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 Security Agent for itself and the other Secured Parties

"Security Documents" has the meaning given to it in the Intercreditor Deed,

"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 arrangement) having the commercial effect of conferring security,

"Senior Facilities Agreement" means the senior facilities agreement dated 12 May 2010 made between, amongst others, INEOS Group Limited, INEOS Holdings Limited as 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,

"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),

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

MG01 - continuation page Particulars of a mortgage or charge

5	Short particulars of all the property mortgaged or charged				
	Please give the short particulars of the property mortgaged or charged				
Short particulars	"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, and				
	"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.				

MG01 - continuation page

Particulars of a mortgage or charge

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or 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 STG 29375, (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 Scotland under Title Number WLN36745 (the "Security Subjects")

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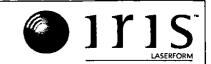
MG01 - continuation page Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged				
	riease give the short particulars of the property mortgaged of charged				
Short particulars	PART C				
	Covenants and Restrictions				
	Pursuant to clause 1 of Part II of the Schedule of the Standard Security (hereafter "the schedule"), the Chargor shall				
	(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				
	(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 al 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 of want of repair				
	Pursuant to clause I 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				
	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				
	Pursuant to clause 4 of the Schedule, the Chargor shall not grant any lease, tenancy, licence of 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				
	(a) as permitted by the Relevant Secured Documents, or				
	(b) with the prior written consent of the Security Agent				
	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 (Attorney) of the Standard Conditions				
	6 Pursuant to clause 9 of the schedule, the Chargor shall not				
	(a) create or agree to create or allow to exist any Security Interest over any part of the Security Subjects, and				

MG01 - continuation page Particulars of a mortgage or charge

Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged Short particulars (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, except as permitted by the Relevant Secured Documents or with the prior written consent of the Security Agent

MG09



Certificate of registration of a charge comprising property situated in another UK jurisdiction

•	What this form is for You may use this form to give notice of a certificate of registration of a charge comprising property situated in another UK jurisdiction What this form is NOT for You cannot use this form a certificate of registration of for a company registered in Scotland		
1	Company details	For official use	
Company number	0 6 9 8 1 8 9 7	→ Filling in this form	
Company name in full	Ineos Chemicals Grangemouth Limited ("the Company")	Please complete in typescript or in bold black capitals	
		All fields are mandatory unless specified or indicated by *	
2	Date charge presented		
Date of, and parties to,	It is hereby certified that the charge	As described on form MG01 'Particulars of a mortgage or charge'	
the charge	being a standard security by the Company in favour of Barclays Bank		
	plc as Security Trustee dated 31 March 2011	2 Please tick as appropriate	
Jurisdiction	was presented for registration on do de mo m4 y2 y0 y1 y1 . in Scotland England and Wales		
	Northern Ireland		
3	Signature		
	Please sign the form here		
Signature	X For and on behalf of Burness LLP		
	This form must be signed by a person with an interest in the registration of the charge		

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MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction

Presenter information	Important 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	Please note that all information on this form will appear on the public record.		
visible to searchers of the public record	☑ Where to send		
Contact name EMMA GRAY (SHE/51/24)	You may return this form to any Companies House		
Company name BURNESS LLP	address, however for expediency we advise you to return it to the appropriate address below:		
Address	For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff		
Post town	For companies registered in Scotland: The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2,		
Postcode E H 3 9 W J	139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)		
Country	For companies registered in Northern Ireland:		
DX ED73 EDINBURGH	The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street,		
Tetephone 0131 473 6000	Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1		
✓ Checklist We may return forms completed incorrectly or	<i>i</i> Further information		
Please make sure you have remembered the	For further information, please see the guidance no on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk		
following			
The company name and number match the information held on the public Register	This form is available in an		
You have shown the date of, and parties to, the charge in Section 2	alternative format. Please visit the		
You have declared where the charge was presented	forms page on the website at		
for registration You have enclosed the form MG01 and a verified copy of the deed	www.companieshouse.gov.uk		
You have signed the form			
	1		

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 6981897 CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY EXECUTED ON 31 MARCH 2011 WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 6 APRIL 2011 AND CREATED BY INEOS CHEMICALS GRANGEMOUTH LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR ANY OTHER GROUP COMPANY OR ANY OTHER GRANTOR OF TRANSACTION SECURITY TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 19 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 APRIL 2011



