

CREDITOR REPRESENTATIVE PLAN SUPPLEMENT

This Creditor Representative Plan Supplement (the “**Supplement**”) supplements that certain Third Amended Joint Chapter 11 Plan of Reorganization for Lyondell Chemical Company and the other Debtors thereunder dated March 12, 2010 (as the same may be amended, modified or supplemented from time to time in accordance with the terms and provisions thereof, the “**Plan**”). The Plan provides for the appointment of a Creditor Representative. This Supplement further sets forth the rights, duties and powers of the Creditor Representative.

ARTICLE I DEFINITIONS

Section 1.1 Defined Terms. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Plan.

ARTICLE II APPOINTMENT

Section 2.1 Appointment of Creditor Representative. The Creditor Representative is appointed as of the Effective Date to perform the duties and obligations of the Creditor Representative under the Plan, the Confirmation Order and this Supplement. The Creditor Representative shall have the rights, powers and duties set forth in the Plan, the Confirmation Order and this Supplement. The Creditor Representative will be comprised of an Advisory Board (the “**Advisory Board**”) and a Manager (the “**Manager**”). Subject to the management and direction of the Advisory Board, the Manager shall manage the daily affairs and business of the Creditor Representative. Except to the extent otherwise explicitly limited by this Supplement, the Manager in consultation with, and subject to, the management and direction of the Advisory Board shall exercise all of the powers of the Creditor Representative. The Advisory Board shall have the authority and responsibilities provided in Section 5.2 hereof. The Manager and Advisory Board may serve without bond. For the avoidance of doubt, none of the Creditor Representative, the Manager or any member of the Advisory Board is an officer, director or fiduciary of any of the Reorganized Debtors.

ARTICLE III POWERS, RIGHTS AND DUTIES OF THE CREDITOR REPRESENTATIVE

Section 3.1 Powers and Rights of the Creditor Representative. The Creditor Representative shall have the following specific powers and rights in addition to any powers conferred upon the Creditor Representative by any other section or provision of this Supplement, the Plan or the Confirmation Order; *provided, however*, that the enumeration of the following powers shall not be considered in any way to limit or control the power or obligation of the Creditor Representative to act as specifically authorized by any other section or provision of the Plan, the Confirmation Order, this Supplement or by any other order of the Bankruptcy Court:

(a) establish and maintain accounts, reserves, and trusts (collectively, referred to herein as the “**Reserves**”) as it deems necessary or desirable to carry out the provisions of the Plan, the Confirmation Order and this Supplement;

(b) participate in the resolution of Disputed General Unsecured Claims as provided for in the Plan;

(c) employ, supervise and compensate counsel and other professionals as the Creditor Representative in its sole discretion may select to assist the Creditor Representative with respect to its responsibilities hereunder. A law firm or other professional shall not be disqualified from serving the Creditor Representative solely because of its prior employment in any capacity in the Debtors’ bankruptcy cases on behalf of the Debtors, their estates, the Creditors’ Committee, any creditors or concurrent representation of the Creditor Trust or the Litigation Trust; *provided, however*, that the Creditor Representative may not employ any law firm or professional that has represented the Debtors in connection with the Chapter 11 Cases without the express written consent of the Reorganized Debtors, such consent not to be unreasonably withheld or delayed; *provided, further* that nothing herein shall be construed as providing a release of, or requiring that the Reorganized Debtors release, any ethical obligation owed by such law firms or professionals to the Reorganized Debtors;

(d) engage, supervise and compensate such third parties as the Creditor Representative in its sole discretion may deem necessary or appropriate to assist the Creditor Representative in carrying out its powers and duties under the Plan, the Confirmation Order, this Supplement or any other order of the Bankruptcy Court;

(e) employ such employees as the Creditor Representative in its sole discretion may deem necessary or appropriate to assist the Creditor Representative in carrying out its powers and duties under the Plan, the Confirmation Order, this Supplement or any other order of the Bankruptcy Court;

(f) indemnify the Advisory Board, the Manager, employees, professionals and other third parties in connection with the performance of services;

(g) prepare and file, if necessary, any tax or information returns and pay taxes, if any, properly payable by the Creditor Representative;

(h) obtain insurance coverage with respect to the potential liabilities and obligations of the Creditor Representative, the Advisory Board and the Manager (in the form of a directors and officers policy, an errors and omissions policy or otherwise);

(i) manage, administer and vote the Class A Shares pending distribution in accordance with this Supplement and the Plan;

(j) administer and perform any administrative functions, including, but not limited to bookkeeping and accounting;

(k) exercise such other powers as may be vested in the Creditor Representative pursuant to the Plan, the Confirmation Order, this Supplement, or any other order of the Bankruptcy Court; and

(l) taking any and all other actions necessary or appropriate to implement or consummate the Plan, the Confirmation Order and this Supplement.

Section 3.2 Expense Fund. On the Effective Date, the Reorganized Debtors shall transfer \$20 million (together with any earnings thereon, the “**Expense Fund**”) to the Creditor Representative as provided by Section 5.9 of the Plan. Such funds shall be used to pay for the costs, fees and expenses of the Trusts, and the costs, fees and expenses of the Creditor Representative, including without limitation any indemnification obligations set forth in the Litigation Trust Agreement or the Creditor Trust Agreement (as applicable) or herein. The allocation and disbursement of the Expense Fund shall be determined in the sole judgment of the Creditor Representative. Without limiting the foregoing, any of the Expense Fund allocated to the Creditor Trust, the Litigation Trust or the Creditor Representative may be reallocated among the Creditor Trust, the Litigation Trust and the Creditor Representative as determined in the sole judgment of the Creditor Representative. To the extent that a portion of the Expense Fund is not needed or used to defray the costs and expenses of the Creditor Trust, the Litigation Trust or the Creditor Representative, it shall be available for use and/or distribution as provided in the Plan.

Section 3.3 Disputed Claims Reserve.

(a) As provided in the Plan, on the Effective Date, the Reorganized Debtors shall transfer to the Creditor Representative the portion of the Fixed Settlement Plan Consideration (consisting of Cash and Class A Shares) reserved for the holders of Allowed General Unsecured Claims upon the resolution of the Disputed General Unsecured Claims pursuant to Article VIII of the Plan (together with any proceeds or earnings thereon, the “**Disputed Claims Reserve**”). The Reorganized Debtors shall provide information to the Creditor Representative as to the Disputed General Unsecured Claims that have become Allowed General Unsecured Claims and except as otherwise agreed in Section 3.4, the Creditor Representative shall act as Disbursing Agent for the Disputed Claims Reserve in accordance with Article VIII of the Plan.

(b) For the avoidance of doubt, all disbursements of Class A Shares whenever made shall be deemed to have the value set forth in the Plan. All dividends and distributions in respect of each Class A Share shall include, in lieu of or in addition to such Class A Share (as applicable), any distributions received in respect of each Class A Share.

(c) Any Class A Shares in the Disputed Claims Reserve shall be voted by the Creditor Representative proportionally in the same manner as the other Class A Shares not held by the Creditor Representative are voted.

(d) If the Millennium Custodial Trust assumes any authority to resolve any of the Disputed General Unsecured Claims, the Millennium Custodial Trust shall afford the same level of cooperation, notice and other rights as the Reorganized Debtors afford to the Trusts and

the Creditor Representative, and each of their respective professionals, as provided for in the Plan.

Section 3.4 Distributions and Withholdings. Prior to the Effective Date, the Debtors shall provide the Creditor Representative with a list of all Allowed and Disputed General Unsecured Claims for wages or other remuneration in connection with the performance of services as an employee of a Debtor for any period prior to the filing of the Chapter 11 Cases (an “**Identified Employee Claim**”). Distributions on Identified Employee Claims made on the Effective Date, including distributions to holders of Allowed Identified Employee Claims upon the resolution of the Disputed Identified Employee Claims are hereinafter referred to as the “**Initial Wage Distributions**.” The Reorganized Debtors shall, for all Settlement Consideration distributed in the Initial Wage Distributions, be responsible for withholding, reporting and remittance required for federal, state and local income taxes; the employee and employer portion of social security and Medicare (i.e., Federal Insurance Contribution Act amounts) and unemployment taxes; interest; penalties; additions to tax; and similar amounts owed to a federal, state, local or other governmental authority (such amounts, the “**Withholdings**”) to the appropriate governmental authorities. In respect of Initial Wage Distributions to holders of Allowed Identified Employee Claims upon the resolution of the Disputed Identified Employee Claims (the “**Applicable Distributions**”), the Creditor Representative shall transfer to the Reorganized Debtors, as disbursing agent, out of the Disputed Claims Reserve the Applicable Distributions. Such Applicable Distributions shall remain the property of the Creditor Representative until distributed as provided herein and the Reorganized Debtors shall maintain such Applicable Distributions in a segregated account and shall not co-mingle such Applicable Distributions with other funds and shall take such actions as are necessary so that such Applicable Distributions are not subject to any lien, encumbrance or pledge. As soon as practicable after receipt of such funds, and such additional information as the Reorganized Debtors may reasonably request to process the Applicable Distributions, the Reorganized Debtors shall arrange (a) to withhold, report and remit to the appropriate government authority in accordance with applicable laws and regulations, from the Reorganized Debtors’ funds, the employer portion of the Withholdings, (b) to withhold, report and remit to the appropriate government authority in accordance with applicable laws and regulations, from the funds provided by Creditor Representative, the employee portion of the Withholdings required in respect of the Applicable Distributions using the Reorganized Debtors’ payroll system and applicable employer identification numbers, and (c) to distribute the balance of the Applicable Distributions to the applicable holder of the Allowed Identified Employee Claims. If the amount of Withholdings due for any Allowed General Unsecured Claim exceeds the amount of allocable cash to such Claim, then the Creditor Representative may, on behalf of such holder, sell a portion of the Class A Shares allocable to such holder to the extent necessary to provide the Reorganized Debtors with sufficient cash to withhold and pay over the appropriate amount of Withholdings. If the amount of Withholdings due for any Allowed General Unsecured Claim exceeds the amount of allocable cash to such Claim, then the Reorganized Debtors may require, as a condition to the distribution of the Initial Wage Distribution, that the holder of the General Unsecured Claim pay the Reorganized Debtors an amount equal to the amount by which such Withholdings exceed such allocable cash as determined by the Reorganized Debtors. For the avoidance of doubt, the Reorganized Debtors shall pay out of their own funds and not otherwise deduct from the Settlement Consideration any employer portion of such Withholdings, but shall

deduct the employee portion of such Withholdings from the Settlement Consideration. The Creditor Representative further agrees to cooperate with all reasonable requests for assistance and information relating to the Identified Employee Claims, and the Reorganized Debtors' obligations hereunder. The Reorganized Debtors shall reasonably demonstrate to the Creditor Representative the Reorganized Debtors' compliance with their obligations under this Section 3.4. Nothing herein is intended to modify Section 7.17 of the Plan, which remains in effect. The provisions of this Section 3.4 (including the Creditor Representative's obligation to transfer to the Reorganized Debtors the employee portion of the Withholdings on any amounts treated as Initial Wage Distributions) shall also apply, if and only to the extent applicable, to amounts allocated and disbursed from the Expense Fund.

Section 3.5 Provision of Information. The Reorganized Debtors shall provide the Creditor Representative with a file or database in searchable electronic format of (a) filed and scheduled General Unsecured Claims and 2015 Note Claims containing the name and address of each holder of such claims, the filed and/or scheduled amount of such claims, any identifying numbers used by the Debtors relating to such Claims (including proof of claim numbers and scheduled claim numbers), and (b) the distributions (including the initial distribution of Settlement Consideration) made by the Reorganized Debtors to such holders pursuant to the Plan. The Reorganized Debtors and the Creditor Representative shall further cooperate to include with the initial distribution of the Settlement Consideration information in respect of the issuance to the holders of Allowed General Unsecured Claims and Allowed 2015 Note Claims of their interests in the Litigation Trust and the Creditor Trust, and a request from the Creditor Representative for taxpayer information through the provision of an IRS Form W-9 or IRS Form W-8 (such information and request, collectively, a "**Creditor Document**"), *provided, however*, that (i) such Creditor Document shall consist of a single page in a format compatible with the Reorganized Debtors' plan for the making of such distributions; and (ii) to the extent the Reorganized Debtors make certain of the initial distributions of the Settlement Consideration in a format that does not make it practicable to include the Creditor Document with such initial distributions, then nothing herein shall require the Reorganized Debtors to include the Creditor Document with such initial distributions; *provided further, however*, that the Creditor Representative acknowledges and agrees that the Reorganized Debtors may make distributions with respect to Identified Employee Claims without the mailing of any checks or other documents. The Reorganized Debtors shall otherwise cooperate (i) without unreasonable expense, in the Creditor Representative's delivery of a Creditor Document to any holders of Allowed General Unsecured Claims and Allowed 2015 Note Claims who did not receive a Creditor Document pursuant to the immediately preceding sentence with the initial distribution of the Settlement Consideration to such holders, and (ii) to the extent reasonably practicable without unreasonable effort or expense, in the Creditor Representative's solicitation of tax information, as the Creditor Representative deems reasonably necessary or desirable in furtherance of the purposes of the Creditor Trust, the Litigation Trust or the Creditor Representative. For the avoidance of doubt, it is understood that the Creditor Representative shall be obtaining the information referred to in this Section 3.5 in its capacities as Creditor Representative and as Trustee of each of the Litigation Trust and the Creditor Trust.

Section 3.6 Investment of Cash. The Creditor Representative may invest any Cash (including any earnings thereon or proceeds therefrom) in United States Treasury bills and notes,

institutional money market funds, commercial paper and time deposits and certificates of deposit with commercial banks, in each case, with a maturity of twelve months or less.

Section 3.7 Treatment of Accounts. For purposes of this Supplement, unless otherwise ordered by the Bankruptcy Court, the Creditor Representative may pool for investment purposes any funds which may or which are required to be segregated or placed into separate Reserves, escrows or accounts under the Plan or this Supplement; *provided, however*, that the Creditor Representative shall treat such funds as segregated accounts in its books and records. In addition, notwithstanding any requirement that distributions hereunder to any holder of an Allowed General Unsecured Claim be made from a specified Reserve, escrow or account, disbursements may be made as a single aggregate disbursement to such Holder of an Allowed General Unsecured Claim; *provided, further*, that the Creditor Representative shall treat the funds so distributed as having been distributed from the appropriate Reserve or account in the Creditor Representative's books and records.

Section 3.8 Books, Records and Tax Returns. The Creditor Representative shall maintain books and records and prepare and file such tax forms and returns as are required under applicable law.

Section 3.9 Tax Reporting. The Creditor Representative in its discretion may, for U.S. federal income tax purposes (and to the extent permitted by law, for state and local income tax purposes), (a) make an election to treat the assets held by the Creditor Representative as held in a "disputed ownership fund" within the meaning of Treasury Regulation Section 1.468-9B, or, alternatively, (b) treat the assets held by the Creditor Representative as held in one or more discrete trusts (which may consist of separate and independent shares) in accordance with the trust provisions of the Internal Revenue Code of 1986, as amended (the "**IRC**") (Section 641, *et seq.*). All parties must report consistently with the income tax treatment determined by the Creditor Representative in its sole discretion. With respect to the Class A Shares, in no event shall any distribution of the Class A Shares be deemed to be a distribution in satisfaction of a right to receive a distribution of (a) a specific dollar amount, (b) specific property other than that distributed or (c) income as defined under IRC Section 643(b) and the applicable regulations; the foregoing provision is intended to, and shall be construed so as to, preclude the recognition of gain or loss upon the distribution of Class A Shares, within the meaning of Treasury Regulation Section 1.661(a)-2(f).

Section 3.10 No Other Duties. Other than the duties and obligations of the Creditor Representative specifically set forth in this Supplement, the Plan, or the Confirmation Order, the Creditor Representative shall have no duties or obligations of any kind or nature with respect to its appointment as such.

Section 3.11 No Obligations of Reorganized Debtors. Except as otherwise provided by the Plan or the Confirmation Order, neither the Debtors nor the Reorganized Debtors shall have any obligation or owe any duty to the Creditor Representative under this Section 3 other than as expressly set forth in Section 3.2 and 3.3(a).

Section 3.12 Tax Identification Numbers. The Creditor Representative may require any holder of an Allowed General Unsecured Claim to furnish to the Creditor Representative its

social security number or employer or taxpayer identification number as assigned by the IRS and complete any related documentation (including but not limited to a Form W-8 or Form W-9) and the Creditor Representative may condition any distribution to any such holder upon the receipt of such information and the receipt of such other documents as the Creditor Representative reasonably requests.

ARTICLE IV THE MANAGER

Section 4.1 Tenure of the Manager. The individual listed on Exhibit A hereto has been appointed by the Creditors' Committee as the Manager of the Creditor Representative. The Manager will serve until death or resignation pursuant to Section 4.2 below, or removal pursuant to Section 4.3 below.

Section 4.2 Manager's Compensation and Reimbursement. The Manager shall receive compensation as follows:

(a) Compensation. The Manager shall be compensated for his time expended on Creditor Representative matters as determined by the Advisory Board from time to time. For the avoidance of doubt, none of the fees and expenses of the Manager shall be paid by the Reorganized Debtors.

(b) Expenses. In addition, the Creditor Representative will reimburse the Manager for all reasonable, out-of-pocket expenses incurred by the Manager in connection with the performance of his duties for the Creditor Representative.

(c) Payment. The fees and expenses payable to the Manager shall be paid to the Manager upon approval of such fees by the Advisory Board without necessity for review or approval by the Bankruptcy Court or any other Person. The Bankruptcy Court shall retain jurisdiction to adjudicate any dispute between the Manager and the Advisory Board regarding the fees, compensation, and expenses of the Manager.

(d) Modification of Compensation Terms. The Advisory Board may without application to or approval by the Bankruptcy Court, subject to the consent of the Manager, reasonably modify the Manager's compensation and other terms regarding the retention of the Manager.

Section 4.3 Resignation. The Manager may resign by giving not less than ninety (90) days' prior written notice thereof to the Advisory Board. Such resignation shall become effective on the later to occur of: (a) the day specified in such notice, and (b) the appointment of a successor by a majority of the directors (each, a "**Director**") of the Advisory Board and the acceptance by such successor of such appointment. If a successor Manager is not appointed or does not accept its appointment within ninety (90) days following delivery of notice of resignation, the Manager may petition any court of competent jurisdiction for the appointment of a successor Manager.

Section 4.4 Removal.

(a) The Manager may be removed by the Advisory Board, at any time, with or without cause.

(b) To the extent there is any dispute regarding the removal of the Manager (including any dispute relating to any compensation or expense reimbursement due), the Bankruptcy Court shall retain jurisdiction to consider and adjudicate any such dispute. Notwithstanding the foregoing, the Manager will continue to serve as such after his removal until the earlier of (i) the time when appointment of a successor Manager is effective or (ii) such date as the Bankruptcy Court otherwise orders.

Section 4.5 Appointment of a Successor Manager.

(a) Appointment of Successor Manager. In the event of the death (in the case of a Manager that is a natural person), dissolution (in the case of a Manager that is not a natural person), resignation, incompetency, or removal of the Manager, the Advisory Board shall designate a successor Manager. Such appointment shall specify the date on which such appointment shall be effective. Every successor Manager appointed hereunder shall execute, acknowledge, and deliver to the Advisory Board an instrument accepting the appointment as Manager, and thereupon the successor Manager, without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts, and duties of the retiring Manager; *provided, however,* that a removed or resigning Manager shall, nevertheless, when requested in writing by the successor Manager, execute and deliver an instrument or instruments conveying and transferring to such successor Manager all the estates, properties, rights, powers, and trusts of such predecessor Manager.

Section 4.6 Effect of Resignation or Removal. The death, resignation, incompetency or removal of the Manager shall not operate to terminate the appointment of the Creditor Representative or to revoke any existing agency created pursuant to the terms of the Plan, the Confirmation Order and this Supplement or invalidate any action theretofore taken by the Manager or any prior Manager. In the event of the resignation or removal of the Manager, such Manager will promptly (a) execute and deliver such documents, instruments and other writings as may be ordered by the Bankruptcy Court or reasonably requested by the successor Manager to effect the termination of such Manager's capacity, (b) deliver to the Bankruptcy Court (if required) or the successor Manager all documents, instruments, records and other writings related to the Creditor Representative as may be in the possession of such Manager (provided that such Manager may retain one copy of such documents for archival purposes) and (c) otherwise assist and cooperate in effecting the assumption of its obligations and functions by such successor Manager.

ARTICLE V THE ADVISORY BOARD

Section 5.1 The Advisory Board. On the Effective Date, a governing board of five (5) persons or entities shall commence serving as Directors of the Advisory Board. The Advisory Board shall initially consist of five (5) Directors selected by the Creditors' Committee and listed

on Exhibit B hereto. The Advisory Board may from time to time set such procedures and rules for the Creditor Representative and the Advisory Board consistent with the Plan, the Confirmation Order and this Supplement as it determines are appropriate.

Section 5.2 Authority and Responsibilities. The Advisory Board shall have the authority and responsibility to oversee, manage and direct the activities of the Creditor Representative and the performance of the Manager and shall have the authority to remove the Manager in accordance with Section 4.3 hereof. The Advisory Board shall also (a) monitor and oversee the administration of the Creditor Representative and the Creditor Representative's performance of its responsibilities under the Plan, the Confirmation Order and this Supplement, and (b) perform such other tasks as set forth in the Plan, the Confirmation Order and this Supplement. The Manager shall consult with and provide information to the Advisory Board in accordance with and pursuant to the terms of the Plan, the Confirmation Order and this Supplement to enable the Advisory Board to meet its obligations hereunder.

Section 5.3 Meetings of the Advisory Board. Meetings of the Advisory Board are to be held not less than quarterly. Special meetings of the Advisory Board may be held whenever and wherever called for by the Manager or any one Director. Any action required or permitted to be taken by the Advisory Board at a meeting may be taken without a meeting if the action is taken by unanimous written consent of the Advisory Board as evidenced by one or more written consents describing the action taken, signed by all Directors and recorded in the minutes, if any, or other transcript, if any, of proceedings of the Advisory Board. Unless the Advisory Board decides otherwise (which decision shall rest in the reasonable discretion of the Advisory Board), the Manager and the Creditor Representative's designated advisors may attend meetings of the Advisory Board.

Section 5.4 Manner of Acting. Three Directors shall constitute a quorum for the transaction of business at any meeting of the Advisory Board. The affirmative vote of a majority of the Directors present at a meeting shall be the act of the Advisory Board except as otherwise required by law or as provided in this Supplement. Any or all of the Directors may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone or similar communications equipment by means of which all persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. Any Director participating in a meeting by this means is deemed to be present in person at the meeting. Voting (including on negative notice) may, if approved by the Directors at a meeting, be conducted by electronic mail or individual communications by the Manager and each Director.

Section 5.5 Tenure of the Members of the Advisory Board. The authority of the Advisory Board will be effective as of the Effective Date and will remain and continue in effect until the Creditor Representative is terminated in accordance with Article VI hereof. Each Director will serve until death or resignation pursuant to Section 5.6 below, or removal pursuant to Section 5.7 below.

Section 5.6 Resignation. A Director may resign by giving not less than ninety (90) days' prior written notice thereof to the Manager and the other Directors. Such resignation shall

become effective on the later to occur of: (i) the day specified in such notice; and (ii) the appointment of a successor in accordance with Section 5.8 below.

Section 5.7 Removal. A majority of the Advisory Board may remove any Director for Cause at any time. "Cause" shall be defined as: (i) the Director's willful failure to perform his material duties hereunder, which is not remedied within thirty (30) days of notice; (ii) the Director's commission of an act of fraud, theft or embezzlement during the duties of his employment hereunder; or (iii) the Director's conviction for the commission of a felony with all appeals having been exhausted or appeal periods lapsed; *provided*, that no Cause shall exist involving subsection (i) above until the Director first has failed to cure such failure within thirty (30) days of having been given written notice of such failure. For purposes of the foregoing, no act or failure to act on the part of the Director shall be considered "willful" unless it is done, or permitted to be done, by the Director without reasonable belief that Director's action or omission was in the best interests of the Creditor Representative.

Section 5.8 Appointment of a Successor Director.

(a) In the event of a vacancy on the Advisory Board (whether by removal, death, or resignation), a new Director may be appointed to fill such position (i) if such position is filled by an individual who is not subject to appointment by a particular designator (as set forth on Exhibit B) by the remaining Directors or (ii) if such position is subject to appointment by a particular designator, then by such designator. The appointment of a successor Director will be evidenced by the Manager's filing with the Bankruptcy Court of a notice of appointment, which notice will include the name, address, and telephone number of the successor Director.

(b) Immediately upon the appointment of any successor Director, all rights, powers, duties, authority, and privileges of the predecessor Director hereunder will be vested in and undertaken by the successor Director without any further act; and the successor Director will not be liable personally for any act or omission of the predecessor Director.

(c) Every successor Director appointed hereunder shall execute, acknowledge and deliver to the Manager and other Directors an instrument accepting the appointment and agreeing to be bound to the obligations thereof, and thereupon the successor Director without any further act, deed, or conveyance, shall become vested with all rights, powers, trusts, and duties of the retiring Director.

Section 5.9 Compensation and Reimbursement of Expenses. Each Director shall be compensated for his or her time expended in Creditor Representative matters as provided in the Litigation Trust Agreement. The Creditor Representative will reimburse the Directors for all reasonable, out-of-pocket expenses incurred by the Directors in connection with the performance of each of their duties hereunder. For the avoidance of doubt, none of the fees and expenses of the Advisory Board shall be paid by the Reorganized Debtors.

ARTICLE VI TERMINATION

Section 6.1 Termination. The appointment of the Creditor Representative shall commence on the Effective Date. The appointment shall terminate upon the filing of a certificate of termination by the Manager or the Advisory Board with the Bankruptcy Court, which shall be filed upon the latest of: (a) the resolution of all Disputed General Unsecured Claims, (b) the distribution of the entire Disputed Claims Reserve held by the Creditor Representative, (c) the payment of all costs and expenses of the Creditor Representative and (d) the distribution of any remaining Expense Fund or other assets (other than the Disputed Claims Reserve) to the Trusts or in accordance with the Plan.

Section 6.2 Survival. Sections 7.1, 7.2, 7.3 and 7.4 shall survive the expiration of the appointment of the Creditor Representative. Except as specifically provided herein, upon the termination of the appointment of the Creditor Representative in accordance with Section 6.1, the Creditor Representative shall have no further duties or obligations hereunder or as Creditor Representative. For the avoidance of doubt, any other provision in the Supplement, which, by its terms, specifically survives termination of the Supplement, shall survive termination of the appointment of the Creditor Representative.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 No Further Liability. Each of the Manager and the Directors shall not be liable for any action taken or omitted by any of them in good faith and reasonably believed by the Manager or the Director (as applicable) to be authorized within the discretion or rights or powers conferred upon it, him or her (as the case may be) in accordance with the Plan, the Settlement Agreement or this Supplement. In performing its, his or her (as the case may be) duties, each of the Manager and the Directors (as applicable) shall have no liability for any action taken by the Manager and the Directors in good faith in accordance with the advice of counsel, accountants, appraisers and other professionals retained by the Managers or Directors on behalf of the Creditor Representative. Without limiting the generality of the foregoing, the Manager and the Directors may rely without independent investigation on copies of orders of the Bankruptcy Court reasonably believed by the Manager or the Director (as applicable) to be genuine, and shall have no liability for actions taken in reliance thereon. None of the provisions of this Supplement shall require the Manager or the Directors to expend or risk their own funds or otherwise incur personal financial liability in the performance of any of their duties hereunder or in the exercise of any of their rights and powers. Each of the Manager and the Directors may rely without inquiry upon writings delivered to it, him or her (as the case may be) that the Manager or Director reasonably believes to be genuine and to have been given by a proper Person. Notwithstanding the foregoing, nothing in this Section 7.1 shall relieve the Manager or the Directors from any liability for any actions or omissions arising out of their gross negligence or willful misconduct. Any action taken or omitted to be taken in the case of the Manager or the Advisory Board with the express approval of the Bankruptcy Court and, in the case of the Manager, with the express approval of the Advisory Board will conclusively be deemed not to constitute gross negligence or willful misconduct.

Section 7.2 Indemnification of the Manager and Advisory Board.

(a) To the fullest extent permitted by law, the Creditor Representative, to the extent of its assets, other than the Disputed Claims Reserve, legally available for that purpose, will indemnify and hold harmless the Manager and the Advisory Board and each of their respective directors, members, shareholders, partners, officers, agents, professionals or employees (collectively, the “**Indemnified Persons**”) from and against any and all loss, cost, damage, expense (including, without limitation, fees and expenses of attorneys and other advisors and any court costs incurred by any Indemnified Person) or liability by reason of anything any Indemnified Person did, does or refrains from doing for the business or affairs of the Creditor Representative, except to the extent that it is finally judicially determined by a court of competent jurisdiction that the loss, cost, damage, expense or liability resulted primarily from the Indemnified Person’s gross negligence or willful misconduct.

(b) Notwithstanding any provision herein to the contrary, the Indemnified Persons shall be entitled to obtain advances from the Creditor Representative to cover their reasonable expenses of defending themselves in any action brought against them as a result of the acts and omissions, actual or alleged, of an Indemnified Person in its capacity as such, *provided, however*, that the Indemnified Persons receiving such advances shall repay the amounts so advanced by the Creditor Representative immediately upon the entry of a final, non-appealable judgment or order finding that such Indemnified Persons were not entitled to any indemnity under the provisions of this Section 7.2. The foregoing indemnity in respect of any Indemnified Person shall survive the termination of such Indemnified Person from the capacity for which they are indemnified.

(c) The Creditor Representative may indemnify any of the Indemnified Persons for any loss, cost, damage, expense or liability for which the Indemnified Persons would not be entitled to mandatory indemnification under this Section 7.2.

(d) Any Indemnified Person may waive the benefits of indemnification under this Section 7.2, but only by an instrument in writing executed by such Indemnified Person.

(e) The rights to indemnification under this Section 7.2 are not exclusive of other rights which any Indemnified Person may otherwise have at law or in equity, including without limitation common law rights to indemnification or contribution. Nothing in this Section 7.2 will affect the rights or obligations of any Person (or the limitations on those rights or obligations) under any other agreement or instrument to which that Person is a party.

(f) In making a determination with respect to entitlement to exculpation or indemnification hereunder, the person, persons or entity making such determination shall presume that the Indemnified Person is entitled to exculpation and indemnification under this Supplement, and any person seeking to overcome such presumption shall have the burden of proof to overcome that presumption.

Section 7.3 Creditor Representative Liabilities. All liabilities of the Creditor Representative, including without limitation indemnity obligations under Section 7.2 of this Supplement, will be liabilities of the Creditor Representative. No liability of the Creditor

Representative will be payable in whole or in part by the Manager individually or in the Manager's capacity as Manager, by any Director individually or in the Director's capacity as Director or by any member, partner, shareholder, director, officer, professional, employees, agent, affiliate or advisor of any Director, the Manager or their respective affiliates.

Section 7.4 Limitation of Liability. Neither the Manager, the Directors nor their professionals will be liable for punitive, exemplary, consequential, special or other damages arising out of, or related to, their services to the Creditor Representative.

Section 7.5 Descriptive Headings. The headings contained in this Supplement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Supplement.

Section 7.6 Amendment and Waiver. The terms of this Supplement may not be amended except by an instrument in writing approved by the Advisory Board.

Exhibit A
Manager

Edward S. Weisfelner

Exhibit B
Advisory Board

Wilmington Trust Company, initially by its designee Patrick J. Healy

Law Debenture Trust of New York, initially by its designee Robert L. Bice II

BASF Corporation, initially by its designee Peter Argiriou

James F. Schorr

Paul N. Silverstein