

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (“**Cooperation Agreement**” or “**Agreement**”) is made this 30th day of April, 2010, by and among LyondellBasell Industries AF S.C.A. on behalf of itself and the Reorganized Debtors (the “**Reorganized Debtors**”), the Litigation Trustee and the Creditor Trustee (together with the Litigation Trustee, the “**Trustees**”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Debtors’ Third Amended Joint Chapter 11 Plan of Reorganization for the LyondellBasell Debtors dated as of March 12, 2010, as the same may from time to time be amended or modified (the “**Plan**”).

RECITALS

WHEREAS, the Litigation Trustee is the trustee of the Litigation Trust established under the Litigation Trust Agreement dated April 30, 2010 pursuant to the Plan;

WHEREAS, the Creditor Trustee is the trustee of the Creditor Trust established under the Creditor Trust Agreement dated April 30, 2010 pursuant to the Plan;

WHEREAS, the Plan and Confirmation Order contemplate that a Cooperation Agreement will be executed between the Reorganized Debtors and the Trustees;

WHEREAS, Section 2.2(c) of the Litigation Trust Agreement provides that the Reorganized Debtors shall deliver certain documents to the Litigation Trustee in connection with the Assigned Preference Claims and the Non-Settling Defendant Claims, other than the Non-Settling Defendant Claims against the Directors, Officers, and Subsidiary Directors (as defined in the complaint in the Committee Litigation, as such complaint may be amended and/or modified from time to time) (the “**Non-D&O Non-Settling Defendant Claims**”);

WHEREAS, the Reorganized Debtors have advised that they will be unable to deliver such documents on the Effective Date; and

WHEREAS, among other things, execution of this Cooperation Agreement is intended to satisfy the Reorganized Debtors’ obligations to deliver such documents.

NOW THEREFORE, in consideration of the above-stated premises, the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

ARTICLE I.
OBLIGATIONS AND RIGHTS

Section 1.1 Cooperation. On and after the Effective Date, the Reorganized Debtors agree to the reasonable cooperation with (i) the Litigation Trust in connection with the Litigation Trust’s pursuit of the Assigned Preference Claims and the Non-D&O Non-Settling Defendant Claims and (ii) the Creditor Trust in connection with the Creditor Trust’s pursuit of the State Law Avoidance Claims (together with the Assigned Preference Claims and the Non-D&O Non-Settling Defendant Claims, the “**Claims**”) as follows:

(a) Providing such Trustee (or its professionals) upon written request (including E-mail) of the respective Trustee (or its professionals) reasonable access to information and cooperation regarding the Claims, including but not limited to delivery of documents in the possession of, or witnesses under the control of, the Reorganized Debtors, to the extent that the Trustee could obtain the same by subpoena, notice of deposition or other permissible discovery request (a “**Discovery Request**”), without the need for a Discovery Request, such information to be used solely for the purposes set forth herein and the cooperation specified in section 3.4 of the Creditor Representative Supplement;

(b) Causing witnesses under the Reorganized Debtors’ control to appear at any trial of the Causes of Action asserted in the Claims, without the need for the Trustee to serve a trial subpoena upon such witness;

(c) At the reasonable request of either Trustee, take, or cause to be taken, all such further action as the respective Trustee may request in order to evidence or effectuate the transfer of the Litigation Trust Assets to the Litigation Trust and the Creditor Trust Assets to the Creditor Trust;

(d) Notwithstanding Article I, the obligations of the Reorganized Debtors with respect to the Creditor Trust pursuit of the State Law Avoidance Claims shall be limited in scope to responding to requests from the Creditor Trustee regarding the identification of former shareholders of Lyondell Chemical who received Merger Consideration (as defined in the Lender Litigation Settlement Agreement), and their respective successors and assigns, and information related to the amounts received;

(e) Retaining all books, records and other documents supporting the Claims and not destroying any such records until after the termination of the Trusts. To the extent a formal or informal document request, subpoena or other demand for production of documents related to a Claim is served upon the Reorganized Debtors by a defendant in an action pursued by or on behalf of the Trusts and the Trusts are in possession, custody or control of all or part of the responsive documents, the Reorganized Debtors may demand that the Trusts be responsible for producing such responsive documents in the Trusts’ possession, custody or control and the Trusts shall undertake such production;

(f) Prior to the Effective Date, the Debtors shall provide the Trusts 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 from a Trust in respect of an Identified Employee Claim and for which Withholdings (as defined below) are required are hereinafter referred to as the “**Trust Wage Distributions.**” Each Trust, severally and not jointly, hereby agrees to be responsible for the withholding, reporting and remittance on Trust Wage Distributions by such Trust 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. Notwithstanding the

foregoing, to the extent requested by a Trust in writing at least 45 days prior to a distribution date, the Reorganized Debtors hereby agree to act as disbursing agent for all of the Trust Wage Distributions to be made on such scheduled distribution date (the “**Applicable Distributions**”). In connection with such written request, the Trust shall remit to the Reorganized Debtors the Applicable Distributions (from which the employee portion of any Withholdings, including interest, penalties, additions to tax and any similar amounts are to be taken), together with such additional amounts that may be required to cover the 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. 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 (i) to withhold, report and remit to the appropriate government authority in accordance with applicable laws and regulations, from the funds so provided, the Withholdings required in respect of the Applicable Distributions using the Reorganized Debtors’ payroll system and applicable employer identification numbers, and (ii) to distribute the balance of the Applicable Distributions to the applicable beneficiary of the Trust. Nothing herein is intended to modify Section 7.17 of the Plan, which remains in effect. The parties further agree to cooperate with all reasonable requests for assistance and information relating to the Identified Employee Claims, and their respective obligations hereunder. For the avoidance of doubt, the Trusts are assuming no obligation for Withholdings hereunder for any General Unsecured Claim that is not an Identified Employee Claim; and nothing herein shall require the Trust to withhold on distributions in respect of an Identified Employee Claim except as otherwise required by law, *provided* that the applicable Trust shall be responsible for any liabilities with respect to Withholdings on Identified Employee Claims in accordance with the third sentence of this Section 1.1(g).

(g) All references in this Section 1.1 (and elsewhere in this Agreement) to cooperation and similar obligations running in favor of the Trustees, shall be deemed also to run in favor of such Trustee’s agents and representatives retained by the Trustees to pursue the Claims (including, for example, counsel, accountants and financial advisors) provided that each Trustee and its agents and representatives shall endeavor to use commercially reasonable efforts to coordinate between and among themselves with respect to requests made to the Reorganized Debtors in order to minimize burdens on the Reorganized Debtors; and

(h) For the avoidance of any doubt, nothing within this Agreement shall obligate the Reorganized Debtors to facilitate the cooperation of any of its non-employee directors to be appointed in accordance to the Plan or any of such directors’ affiliates (other than the Reorganized Debtors), or their agents or employees (in their capacities as such). This Agreement shall not encompass any information, documents, or materials developed by the Settling Defendants in the course of the Committee Litigation or that were in the sole custody of the Settling Defendants prior to the execution of the Lender Litigation Settlement Agreement.

Section 1.2 Access.

(a) Access with respect to individuals shall include, without limitation, reasonable access by telephone, periodic meetings, interviews, and appearance of such

employees as witnesses (by affidavits, at depositions and at trials, as necessary) and availability for preparation as a witness during normal business hours;

(b) Subject to Sections 1.2(c), (d) and (e) below, access to documents shall include, without limitation, making reasonably available for inspection during normal business hours and, at the request of the Trustee, delivering all documents (except for privileged documents as set forth below), instruments, books and records held by the Reorganized Debtors or their professionals (including those maintained in electronic format and original documents) reasonably related to the Claims (other than Assigned Preference Claims that the Litigation Trust is precluded from bringing against Excluded Persons under Section 3.3 of the Lender Litigation Settlement Agreement), which documents shall include without limitation, accounting and financial records, shareholder lists, customer and vendor lists and records including payment/billing histories, e-mail records, contracts, reports, documents and other instruments relating to payments for goods and services (e.g., invoices, purchase orders, checks, requisitions, correspondence, etc.). With respect to Assigned Preference Claims in which the Reorganized Debtors have designated the potential defendant as an Excluded Person, the Reorganized Debtors shall provide to the Trustee, upon request, information sufficient to identify the basis upon which the Reorganized Debtors have determined that such potential defendant constitutes an Excluded Person. Prior to the Debtors' or Reorganized Debtors' transfer of any privileged document to the Trustees, the Litigation Trust or the Creditor Trust, the Parties will work in good faith with Access and Nell Limited, and any of their respective affiliates (as that term is defined in section 101(2) of the Bankruptcy Code, replacing "debtor" with "Access" or "Nell Limited," as applicable, and replacing "corporation" with "entity"), to develop procedures with respect to documents as to which third parties assert a claim of privilege. Notwithstanding the foregoing, in the event such procedures are not agreed upon, the Debtors and the Reorganized Debtors shall not withhold the transfer of any such privileged documents solely on account of a claim of privilege by Access, Nell Limited or any of their affiliates, absent a Court order directing the Debtors or Reorganized Debtors to withhold transfer of such documents. In the event procedures are not agreed upon, an order prohibiting the transfer of documents claimed to be subject to privilege by Access, Nell Limited or any of their affiliates may be sought within ten (10) days of the written termination of negotiations regarding such procedures; to the extent an order is sought, the documents subject to such claim of privilege will not be transferred until such request for relief is resolved.

(c) Access to documents shall include making reasonably available privileged documents related to the Claims created by the Debtors, except that the Reorganized Debtors shall not be required to produce or make available for inspection:

(i) privileged documents created during (or in preparation for) the Chapter 11 Cases except to the extent that they contain analysis of the merits of the Claims identified in Section 1.1 above and not the conduct or strategy of any aspect of the Chapter 11 Case; provided that nothing in this section shall expand, or shall be construed as expanding, the Reorganized Debtors' obligations under Section 1.1(e);

(ii) privileged documents with respect to the determination of whether any person or party is an Excluded Person as that term is defined in Section 3.3 of the Lender Litigation Settlement Agreement;

(iii) any privileged documents created by or at the direction of the Reorganized Debtors on or after the Effective Date; and

(iv) any document that the Reorganized Debtors are under a legal obligation due to personal privacy issues of an employee or contractual obligation to refrain absent a subpoena or formal discovery request from providing to a third party, whether or not privileged.

For purposes of this Section 1.2(c), “privileged” means either attorney-client privilege or work product protection (or both as the case may be) as those terms are defined in Federal Rule of Evidence 502(g).

(d) For purposes of the transfer of documents, the Trusts are assignees and successors to the Debtors in respect of the Assigned Preference Claims and shall be treated as such in any review of confidentiality restrictions in requested documents.

(e) Access to documents shall also include the Reorganized Debtors’ coordination with either Trustee to provide such Trust and its professionals with access to and copies of electronic databases of documents containing the documents produced in response to discovery requests served in connection with Bankruptcy Rule 2004 and the Committee Litigation (the “**Discovery Database**”). The following conditions shall apply to this subsection:

(i) prior to obtaining access to and copies of the Discovery Database, the Trustee and any professional acting on behalf of the Trust (each in his, her or its capacity as such) shall execute (in accordance with the terms therewith) and agree to be bound by the terms of the Stipulation and Protective Order dated November 13, 2009 entered in the Committee Litigation (the “Protective Order”);

(ii) the Discovery Database shall be maintained for a period of up to thirty (30) days after the Effective Date (the “**Wind-Down Period**”) for the sole purpose of permitting parties to the Committee Litigation to obtain copies of any documents and/or transfer all documents contained therein;

(iii) the cost of maintaining the Discovery Database for, the Wind-Down Period shall be split equally between the Reorganized Debtors, on the one hand, and the applicable Trust on the other hand;

(iv) the Reorganized Debtors shall notify all parties to the Committee Litigation to contact Kroll Ontrack to enable other parties to copy or obtain copies of documents (or both) by the end of the Wind-Down Period; provided, however, this agreement shall not create any obligation for the Debtors or the applicable Trust to pay for any other party to obtain or copy such documents;

(v) upon the conclusion of the Wind-Down Period, the Discovery Database will be shut down and the documents contained therein shall no longer be available for inspection, copying and/or transfer;

(vi) upon the conclusion of the Wind-Down Period, neither the Reorganized Debtors nor either Trust shall have any responsibility for the continued maintenance of the Discovery Database;

(vii) upon the conclusion of the Wind-Down Period, the Reorganized Debtors shall not have any responsibility to provide copies of any documents maintained in the Discovery Database to any party to the Committee Litigation and all such parties are deemed to have waived any right to compel by legal process or otherwise the production of any such document from the Reorganized Debtors;

(viii) to the extent the Committee Litigation is proceeding in the Bankruptcy Court, the applicable Trust(s) shall not provide access to any document that was in the Discovery Database (or any document, designated Confidential or Highly Confidential or filed under seal (all such material "Subject Material")) to any party to the Committee Litigation unless such party has executed the Protective Order and notice is given to the party that produced the Subject Material. In any proceeding to which a Trust is a party in a forum other than the Bankruptcy Court, the applicable Trustee shall not provide access to any Subject Material to any party to such proceeding without the express written consent of the Producing Party; it being understood that the Reorganized Debtors shall reasonably cooperate with the applicable Trust to execute such written consent on behalf of the Reorganized Debtors. The foregoing is without prejudice to the right of the applicable Trust or any party to seek appropriate relief from a court of competent jurisdiction in the event that such consent is withheld.

(f) Notwithstanding any other subsection of this Section 1.2, with respect to Assigned Preference Claims in which the aggregate amount of payments that the Litigation Trust may seek to recover against a particular potential defendant is less than \$100,000, the Reorganized Debtors shall initially provide the Litigation Trustee with (i) the name and address of the potential defendant, (ii) an itemized list of all payments made to such potential defendant within the applicable preference period, including the date and amount of each payment and (iii) any other information reasonably requested by the Litigation Trustee to enable the Litigation Trust to serve a demand letter on such potential defendant. If the Litigation Trustee determines to commence litigation against such potential defendant regarding the Assigned Preference Claim, then the more comprehensive access described in the other Sections of this Article I shall be afforded.

(g) The parties agree to work together constructively to structure the access and delivery requirements so as not to materially detract from the Reorganized Debtors' ability to conduct their business operations; *provided, however*, that it is understood and agreed that the Reorganized Debtors shall at all times use reasonable efforts to provide such assistance in a timely manner, so as to enable the Trustees to timely pursue the Claims, it being understood that time may be of the essence in certain instances where the respective Trust is under deadlines in connection with certain statutes of limitation or court hearing or filing deadlines. The Trustees will endeavor to use their commercially reasonable efforts to provide the Reorganized Debtors as much notice as is reasonably practical in requesting cooperation under this Agreement.

Section 1.3 Cooperation Coordinators. The Reorganized Debtors hereby designate the following two (2) employees to serve as contacts for the Trustees, facilitating the Trustees'

access to information provided for in this Agreement (each a “**Cooperation Coordinator**”): Michael Ferro and Jeffrey Kaplan. The Cooperation Coordinators shall designate an alternate to deal with requests for access and information when neither Cooperation Coordinator is available. The Reorganized Debtors shall require the Cooperation Coordinators and their alternate to facilitate the cooperation contemplated by this Agreement in accordance with the terms hereof. To the extent practicable, all requests for information, documentation or access to the Reorganized Debtors’ employees will be made to a Cooperation Coordinator, or if not available, the alternate. Nothing herein shall preclude either Trustee from making requests to counsel to the Reorganized Debtors, or from seeking information from sources other than the Cooperation Coordinators or the alternate, if such persons are not available or do not otherwise provide the information or access requested in a timely manner.

Section 1.4 No Limitation on Access. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that nothing herein shall limit the full exercise of the rights under applicable law of either Trustee to seek and obtain information, documents or to take depositions of any person by subpoena or otherwise pursuant to legal process, regardless of whether or not an obligation of cooperation is owed hereunder with respect to such information, documents or depositions or any demands made under this Agreement shall have been complied with in full or in part or any remedy with respect to any actual or purported breach or noncompliance with this Agreement has been sought; *provided, however*, that in connection with any exercise of rights by a Trustee to seek and obtain information, documents or to take depositions of any person by subpoena or otherwise pursuant to legal process, the Reorganized Debtors shall retain any objections or defenses to such exercise of rights that they may have under applicable law.

Section 1.5 Preservation of Privilege and Defenses. Any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to either Trust or provided to a Trustee on behalf of the respective Trust shall vest in the applicable Trustee and its representatives, and the Reorganized Debtors and the respective Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges and available defenses; *provided, however*, that to the extent the Reorganized Debtors inadvertently transfer to a Trustee any documents to which a privilege or immunity attaches which the Reorganized Debtors contend (x) does not reasonably relate to the Claims, or (y) they are exempted from being required to provide pursuant to section 1.2(c) of this Agreement (any document falling within (x) or (y) an “Inadvertently Provided Document”) the Reorganized Debtors may, in writing following actual discovery of such inadvertent production, request the return of any Inadvertently Provided Document. A request for the return of an Inadvertently Provided Document shall identify the document inadvertently provided and the basis for withholding such document from production. If the Reorganized Debtors request the return, pursuant to this paragraph, of any Inadvertently Provided Document then in the custody of either of the Trusts, the applicable Trust shall within ten (10) business days (a) return to the Reorganized Debtors the Inadvertently Provided Document and all copies thereof; and (b) destroy all notes or other work product reflecting the content of such Inadvertently Provided Document. The Trust returning such material may then move the Bankruptcy Court or other court of competent jurisdiction for an order compelling the

provision of the material pursuant to the terms of this Agreement, but shall not contend that the provision of the document constituted a waiver of any applicable privilege or immunity.

Section 1.6 Confidentiality. The Reorganized Debtors shall have the ability to reasonably designate certain business information that represents trade secrets, confidential research, development or commercial or strategic information that, the Reorganized Debtors reasonably believe if disclosed to competitors, suppliers or vendors, would put the Reorganized Debtors at a competitive disadvantage (the “**Highly Confidential Material**”). The term “**Highly Confidential Material**” shall not include information which (i) is or becomes generally available to, or known by, the public other than as a result of the unauthorized disclosure by either Trustee; or (ii) becomes available to either Trustee on a non-confidential basis from a source other than the Reorganized Debtors or any of their advisors, agents or affiliates, provided that the information from such source is not known by the Trustee to be subject to a confidentiality agreement with, or other obligation of secrecy to, the Reorganized Debtors, whether by a contractual, legal or fiduciary obligation, or subject to any other prohibition against disclosing such information. If the Reorganized Debtors designate information as highly confidential, the respective Trustee hereby agrees that it will use (directly or indirectly) the Highly Confidential Material obtained herein solely in connection with such Trust’s pursuit of the Claims, and, except as set forth below, shall only provide such information to the Trustee and retained professionals who agree in writing reasonably satisfactory to the Reorganized Debtors to keep such information highly confidential. The Highly Confidential Material will be kept confidential by the respective Trust; *provided, however*, that nothing herein shall be deemed to restrict such Trustee from disclosing the Highly Confidential Material to the Bankruptcy Court or other court of competent jurisdiction orally or in writing; *provided, further* that, to the extent reasonably practical and so long as the information is otherwise discoverable, the Trustee shall provide five business days’ notice (unless exigent circumstances do not afford time for such notice, in which case the Trustee shall endeavor to provide as much notice as possible) to the Reorganized Debtors before disclosing such material to such court to allow the Reorganized Debtors to obtain a protective order or agreement (if they choose to do so), and if the Reorganized Debtors do not obtain a protective order or agreement, the Trustee shall make any such disclosure under seal, unless such court orders otherwise. In the event that the Trustee is required or requested (i) by a court of competent jurisdiction, (ii) in connection with a foreign proceeding or litigation, or (iii) by a federal, state or local governmental or regulatory body, in each case, to disclose any Highly Confidential Material supplied to the Trustee, the Trustee will provide the Reorganized Debtors with prompt written notice of such request or requirements so that the Reorganized Debtors and/or their affiliates may seek, at their sole cost and expense, an appropriate protective order or agreement and/or seek appropriate approvals from the Bankruptcy Court and/or any other court, tribunal or governmental or regulatory body having jurisdiction over the relevant action, litigation, proceeding or hearing, as applicable. In the absence of a protective order entered by the Bankruptcy Court or the receipt of a waiver hereunder, the Trustee may only disclose that portion of the Highly Confidential Material that its counsel advises to be disclosed to such tribunal or governmental authority without liability hereunder. To the extent that the Trustee is subject to examination by a regulatory authority or bank auditor, it shall not be in breach of its obligations hereunder if it permits such authority or bank auditor to review the Highly Confidential Material, without notice to any persons, in connection with a review of the Trustee’s files.

Section 1.7 Reimbursement of Certain Expenses.

(a) Except as set forth in Section 1.7(b) below, the Litigation Trust or the Creditor Trust, as applicable, shall reimburse the Reorganized Debtors in connection with the such Trust's requests hereunder, for any reasonable documented out-of-pocket expenses incurred by the Reorganized Debtors. In connection with such requests, the appropriate Trust shall reimburse the Reorganized Debtors for any employee's out of pocket travel costs. For the avoidance of doubt, such reimbursement shall not include any fees or expenses of the Reorganized Debtors' professionals.

(b) Notwithstanding the above in Section 1.7(a), in no event shall either Trust be required to reimburse the Reorganized Debtors for any costs associated with the production of documents (including copying and shipping costs and the time of any employees associated with responding to document requests) or for time spent by any employee of the Reorganized Debtors on matters related to this Agreement.

Section 1.8 Relationship to, and Incorporation of, the Plan. The principal purpose of this Cooperation Agreement is to aid in the implementation of the Plan and the Confirmation Order, and therefore this Cooperation Agreement incorporates the provisions of the Plan and the Confirmation Order by this reference. If any provisions of this Cooperation Agreement are found to be inconsistent with the provisions of the Plan, Lender Litigation Settlement Agreement and the *Order Approving Revised Settlement with Financing Party Defendants in Committee Litigation Pursuant to Bankruptcy Rule 9019*, entered March 11, 2010 (Committee Litigation Docket No. 371) (the "**Lender Litigation Settlement Approval Order**") or the Confirmation Order, each such document shall have controlling effect in the following rank order: (i) the Confirmation Order; (ii) this Cooperation Agreement; (iii) the Lender Litigation Settlement Agreement and the Lender Litigation Settlement Approval Order and (iv) the Plan.

Section 1.9 No Effect on Certain Parties. For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Cooperation Agreement (including, without limitation, this Section 1.9), the parties hereby agree and acknowledge that nothing in this Cooperation Agreement is intended to, does, or shall be construed to affect, prejudice, harm or impact in any way, the rights, remedies, or treatment (including any releases, exculpation, indemnification or otherwise), of any Secured Lender, Secured Lender Releasee, Settling Defendant, or Settling Defendant Releasee under the Plan, the Lender Litigation Settlement Agreement or the Lender Litigation Settlement Approval Order. The Parties further agree that the preceding sentence and a statement that this Section 1.9 may not be amended shall be included in the Confirmation Order, and that notwithstanding any ability of the parties to amend this Cooperation Agreement, such parties shall not be permitted to amend this Section.

ARTICLE II.
TERM OF THIS AGREEMENT

Section 2.1 General. This Agreement shall terminate automatically upon the termination of the Trusts in accordance with their governing documents.

ARTICLE III.
MISCELLANEOUS

Section 3.1 Notices. All notices, requests or other communications required or permitted to be made in accordance with this Cooperation Agreement shall be in writing and shall be effective when either served by hand delivery, electronic mail, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below, or to such other address or addresses as either party may later specify by written notice to the other:

(a) To the Litigation Trust: to the address designated in the Litigation Trust Agreement;

(b) To the Creditor Trust: to the address designated in the Creditor Trust Agreement; or

(c) To the Reorganized Debtors: to the Cooperation Coordinator(s) or such persons as the Reorganized Debtors may designate from time to time.

Section 3.2 Effectiveness. This Cooperation Agreement shall become effective on the Effective Date of the Plan.

Section 3.3 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto.

Section 3.4 Specific Performance. It is understood and agreed by the parties to this Agreement that money damages would be an insufficient remedy for any breach of this Agreement by any party and each non-breaching party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach, including, without limitation, an order of the Bankruptcy Court or other court of competent jurisdiction requiring any party to comply promptly with any of its obligations hereunder; *provided, however*, that in the event the Reorganized Debtors determine in good faith that compliance with a request for cooperation relating to a Claim made by a Trustee under this Cooperation Agreement would impose a financial burden on them that would exceed the potential value of such Claim, the Reorganized Debtors may petition the Bankruptcy Court or other court of competent jurisdiction for a remedy in the form of money damages to be paid by the Reorganized Debtors in favor of such Trust.

Section 3.5 Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the rules of conflict of laws of the State of New York or any other jurisdiction. Notwithstanding the foregoing consent to New York jurisdiction, the parties agree that the Bankruptcy Court will have exclusive jurisdiction of all matters arising out of or in connection with this Agreement until the closing of the Chapter 11 Cases, and thereafter the parties agree that the United States District Court for the Southern District of New York shall have exclusive jurisdiction of all matters arising out of or in connection with this Agreement; provided, that at any time matters involving the Creditor Trust may only be brought in the United States District Court for the Southern District of New York.

Section 3.6 Severability; Validity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but to the extent that any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, unless doing so would alter the fundamental agreements expressed in this Agreement, and to such end, the provisions of this Agreement are agreed to be severable.

Section 3.7 Independent Contractor Status. The Reorganized Debtors, Litigation Trust and Creditor Trust shall each be deemed to be an independent contractor of the other and employees of any such party shall at all times be regarded only as employees of such party. Nothing contained in this Cooperation Agreement shall create or be deemed to create an employment, agency, fiduciary, joint venture or partnership relationship between any of the Reorganized Debtors, Litigation Trust or the Creditor Trust, on the one hand, or any of such other parties' employees, on the other hand.

Section 3.8 No Waiver. The Reorganized Debtors, the Litigation Trust and the Creditor Trust agree that no failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, and that no single or partial exercise thereof will preclude any other or further exercise thereof or the exercise of any right, power and privilege hereunder.

Section 3.9 Entire Agreement. This Cooperation Agreement, the Lender Litigation Settlement Agreement and the Plan contain the entire agreement of the parties concerning the subject matter hereof, and no modification of this Cooperation Agreement or waiver of the terms and conditions hereof will be binding upon the parties unless approved in writing by the parties.

Section 3.10 Authorization. Each of the undersigned individuals represents and warrants that he/she has the power and authority to enter into this Cooperation Agreement and bind their respective companies or trust as its authorized representatives.

Section 3.11 Titles. The section titles used herein are for convenience only and shall not be considered in construing or interpreting any of the provisions of this Cooperation Agreement.


Section 3.12 Binding Effect. The parties agree that this Cooperation Agreement is for the benefit of and shall be binding upon the parties and their respective representatives, transferees, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Cooperation Agreement or caused this Cooperation Agreement to be duly executed by their respective representatives thereunto duly authorized as of the day and year first above written.

LYONDELLBASSELL INDUSTRIES AF S.C.A.,
on behalf of itself and the Reorganized Debtors

By: LyondellBasell AF GP S.à r.l.

By: 
Name: Craig B. Glidden
Title: Manager



By: _____
Name: C. Kent Potter
Title: Manager

IN WITNESS WHEREOF, the parties hereto have executed this Cooperation Agreement or caused this Cooperation Agreement to be duly executed by their respective representatives thereunto duly authorized as of the day and year first above written.

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LYONDELLBASSELL INDUSTRIES AF S.C.A. on behalf of itself and the Reorganized Debtors

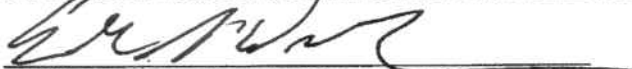
By: _____
Name:
Title:

EDWARD S. WEISFELNER, LITIGATION TRUSTEE OF THE LB LITIGATION TRUST ESTABLISHED UNDER THE LITIGATION TRUST AGREEMENT DATED April 30, 2010 PURSUANT TO THE THIRD AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR LYONDELLBASSELL DEBTOR



EDWARD S. WEISFELNER, as
Litigation Trustee

EDWARD S. WEISFELNER, CREDITOR TRUSTEE OF THE LB CREDITOR TRUST ESTABLISHED UNDER THE CREDITOR TRUST AGREEMENT DATED April 30, 2010 PURSUANT TO THE THIRD AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR LYONDELLBASSELL DEBTOR



EDWARD S. WEISFELNER, as
Creditor Trustee