

SENIOR FORBEARANCE AGREEMENT

SENIOR FORBEARANCE AGREEMENT, dated as of January 5, 2009 (together with all schedules hereto, this “Senior Forbearance Agreement”), among LYONDELLBASELL INDUSTRIES AF S.C.A., a company existing under the laws of the Grand Duchy of Luxembourg (together with its successors and assigns, the “Company”), LYONDELL CHEMICAL COMPANY, a Delaware corporation (“Lyondell” or the “U.S. Borrower”), BASELL HOLDINGS B.V., a Dutch corporation limited by shares (“Basell Holdings”), BASELL FINANCE COMPANY B.V., a Dutch corporation limited by shares (“Basell Finance” and, together with Basell Holdings, the “Dutch Borrowers”), and BASELL GERMANY HOLDINGS GmbH, a corporation organized under the laws of Germany (the “German Borrower” and, together with the Dutch Borrowers, the “Non-U.S. Borrowers” and, together with the Dutch Borrowers and the U.S. Borrower, the “Borrowers”), the Subsidiary Guarantors (defined below, and together with the Borrowers, the “Loan Parties”), under the Senior Credit Agreement (as defined below), and the Specified Senior Lenders (as defined below).

WITNESSETH:

WHEREAS, the Company, the U.S. Borrower, the Dutch Borrowers, the German Borrower, the other non-U.S. Borrowers from time to time party thereto, the Subsidiary Guarantors party thereto (the “Subsidiary Guarantors”), the lenders from time to time party thereto (the “Senior Lenders”), Citibank, N.A., as Primary Administrative Agent, U.S. Swing Line Lender and Collateral Agent, Citibank International plc, as European Administrative Agent, Citibank, N.A., London Branch, as European Swing Line Lender, ABN AMRO, N.V., as L/C Issuer, Goldman Sachs Credit Partners, L.P., as Syndication Agent, Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Co-Syndication Agent, ABN AMRO Incorporated and UBS Securities LLC, as Documentation Agents, Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Transaction Coordinator, Citigroup Global Markets Inc., Goldman Sachs Credit Partners L.P., Merrill Lynch, Pierce, Fenner & Smith Incorporated, ABN AMRO Incorporated and UBS Securities LLC, as Joint Lead Arrangers and Joint Bookrunners for the Revolving Credit Facilities and the Tranche A Term Loans, and Goldman Sachs Credit Partners L.P., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc., ABN AMRO Incorporated and UBS Securities LLC, as Joint Lead Arrangers and Joint Bookrunners for the Tranche B Term Loans, have entered into (i) that certain Credit Agreement dated as of December 20, 2007 (as amended and restated as of April 30, 2008, as amended by that certain Amendment No. 1 as of December 8, 2008 and as may be amended, supplemented, or amended and restated from time to time, the “Senior Credit Agreement”) and (ii) each other Loan Document (as defined in the Senior Credit Agreement), (collectively with the Senior Credit Agreement, the “Loan Documents”); capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Loan Documents);

WHEREAS, the Loan Parties have notified the Administrative Agent that certain of the Loan Parties and their respective subsidiaries and affiliates expect to file as debtors-in-possession (in such capacity, the “Debtors”) under Chapter 11 of the United States Bankruptcy Code (collectively, the “Bankruptcy Filings”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, certain of the Borrowers (the “Non-Debtor Borrowers”) and the Guarantors (the “Non-Debtor Guarantors” and, together with the Non-Debtor Borrowers, the “Non-Debtor Obligors”) listed on Schedule I attached hereto shall not be debtors-in-possession in the Bankruptcy Filings;

WHEREAS, the Loan Parties have notified the Lenders that Events of Default, including, without limitation, under Section 8.01(f) of the Senior Credit Agreement, shall occur as a direct result of the Bankruptcy Filings (the “Specified Events of Default”);

WHEREAS, notwithstanding the Specified Events of Default, the Loan Parties have requested, and those certain Lenders under the Senior Credit Agreement party to this Senior Forbearance Agreement, including by way of joinder hereto(collectively, the “Specified Senior Lenders”) are willing, through the Forbearance Termination Date (as defined below), to forbear in certain respects in the enforcement of certain remedies set forth in the Loan Documents to which it is a party or available to it at law or in equity, such forbearance to occur strictly on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Loan Parties, and the Specified Senior Lenders hereby agree as follows:

ARTICLE I

ACKNOWLEDGMENTS

Section 1.01 Outstanding Indebtedness. The Loan Parties under Loan Documents, without defense, counterclaim or offset of any kind, are jointly and severally indebted and liable to the Senior Lenders in the aggregate principal amount of approximately \$10,360,255,198.50 **plus** €1,287,016,252.02 in respect of loans made and in the aggregate face amount of \$30,238,614.89 in respect of letters of credit issued by the Senior Lenders, plus interest thereon and fees, expenses (including any attorneys’, accountants’, appraisers’ and financial advisors’ fees that are chargeable or reimbursable under the Loan Documents), charges and other obligations incurred in connection therewith as provided in the Loan Documents (collectively, the “Outstanding Indebtedness”), which Outstanding Indebtedness is secured by valid, perfected and enforceable liens on and security interests in certain real and personal property of the Borrowers and their affiliates.

Section 1.02 Termination of Commitments. Each Loan Party acknowledges and agrees that as a result of the Bankruptcy Filings, Specified Events of Default shall have occurred. As a consequence, the Specified Senior Lenders hereby instruct the Administrative Agent to terminate the Commitments of the Senior Lenders in their entirety, effective immediately upon the filing of the Bankruptcy Filings.

Section 1.03 Payments Assumed To Be Due. Notwithstanding that the Senior Lenders have not exercised their rights to accelerate obligations, for purposes of determining the rights and claims of the Senior Lenders in the cases commenced by the Bankruptcy Filings (the “Cases”), the obligations of the Loan Parties under the Loan Documents, whether fixed or contingent, shall be deemed, without the necessity of any further action or notice, due and payable in full.

ARTICLE II

FORBEARANCE; RESERVATION OF RIGHTS; DEFERRAL OF PRINCIPAL; INTEREST RATE

Section 2.01 Forbearance. Subject to the terms and conditions set forth herein, including, without limitation, Sections 1.02 and 1.03, each of the Specified Senior

Lenders hereby agrees that, prior to the Forbearance Termination Date, it shall not exercise or instruct the exercise of, and hereby instructs the Administrative Agent not to exercise, any of the following remedies:

(a) Acceleration of amounts payable under the Loan Documents by reason of any Specified Event of Default.

(b) Exercise of foreclosure or similar remedies in respect of collateral of Non-Debtor Obligors, to the extent securing (i) obligations of Debtors under the Loan Documents or (ii) guarantees made by Non-Debtor Obligors of obligations of Debtors under the Loan Documents;

(c) Exercise of remedies under or in respect of guarantees made by Non-Debtor Obligors of obligations of Debtors under the Loan Documents;

(d) Exercise of any other remedy under the Loan Documents against any Non-Debtor Obligor occurring solely by reason of a Specified Event of Default; or

(e) Acceleration of the 2015 Notes or 2027 Notes (as such terms are defined in the Senior Credit Agreement) by reason of a Specified Event of Default, or exercise of any other remedy against any Non-Debtor Obligor in respect of the 2015 Notes or the 2027 Notes so long as regularly scheduled payments of principal and interest thereon are made when due;

provided, however, that none of the foregoing shall restrict (i) any Finance Party party to a Secured Hedge Agreement from designating an Early Termination Date (as defined in such Secured Hedge Agreement) as a result of any of the Specified Events of Default or (ii) ABN AMRO Bank, N.V. from cancelling its bilateral credit agreements or swap agreements (as such term is defined in 11 U.S.C. 101 (53B)) with any Non-Debtor Obligor, in each case as a result of any of the Specified Events of Default.

Section 2.02 Reservation of Rights. Subject to the terms and conditions set forth herein, each of the Specified Senior Lenders hereby reserves all of its rights, remedies, powers and privileges under the Senior Credit Agreement, the other Loan Documents, any applicable law and equity and does not waive any Default or Event of Default which may currently or hereafter exist, and this Senior Forbearance Agreement shall not be construed as a waiver thereof. This Section 2.02 shall survive the Forbearance Termination Date until the termination of the Loan Documents and the indefeasible payment in full in cash of all obligations of the Loan Parties under or in respect of the Senior Credit Agreement and the other Loan Documents and all other amounts owing thereunder.

ARTICLE III

CONDITIONS PRECEDENT TO EFFECTIVENESS OF SENIOR FORBEARANCE AGREEMENT

This Senior Forbearance Agreement shall become effective as of the date first written above as to the Loan Parties and each of the Specified Senior Lenders listed on Schedule II upon the execution of a counterpart hereof by or on behalf of each such party and the Loan Parties, and as to each other Lender that becomes a party hereto, upon delivery to the Company of a joinder in the form of Annex I hereto.

ARTICLE IV

FORBEARANCE TERMINATION EVENTS

Section 4.01 Forbearance Termination Events. The agreement of the Specified Senior Lenders to forbear from exercising certain remedies against the Non-Debtor Obligors pursuant to this Article IV hereof shall immediately terminate and be of no further force and effect upon the election of a majority in interest of the Specified Senior Lenders (the date of such election, the "Forbearance Termination Date") at any time after the occurrence of any of the following:

- (a) failure to file the Bankruptcy Filings on or before January 7, 2009; or
- (b) the occurrence of the "Maturity Date" as defined in the documentation governing any debtor-in-possession financing provided to the Debtors in the Cases (the "DIP Documentation"); or
- (c) The occurrence of an Event of Default as defined in the DIP Documentation.

ARTICLE V

ABSENCE OF WAIVER

The parties hereto agree that the agreements set forth in Articles I and II hereof shall not be deemed to:

- (a) be a consent to, or waiver of, any Default or Event of Default or any "event of default" (however styled) under any Loan Document or any other instrument governing indebtedness of any Loan Party;
- (b) except as expressly set forth herein, modify or limit any other term or condition of the Senior Credit Agreement or any other Loan Document or any related documents;
- (c) impose upon any Finance Party or any Lender or any affiliate thereof, any obligation, express or implied, to consent to any amendment or further modification of the Senior Credit Agreement or other Loan Document or any related documents, including, without limitation, any further extension of any Commitment or any commitment under any related documents; or

(d) except as otherwise expressly provided in Articles I and II, prejudice any right or remedy that any Finance Party or Lender or any affiliate thereof, may now have or may in the future have under the Senior Credit Agreement or under or in connection with the other Loan Documents or any instrument or agreement referred to therein or any related documents including, without limitation, any right or remedy resulting from any Default or Event of Default or any “event of default” (however styled).

The provisions of this Article V shall survive the Forbearance Termination Date until the termination of the Loan Documents and the payment in full of all obligations of the Loan Parties under or in respect of the Senior Credit Agreement and the other Loan Documents and all other amounts owing thereunder.

ARTICLE VI

MISCELLANEOUS

Section 6.01 Section Headings. Section headings used in this Senior Forbearance Agreement are for convenience of reference only and shall not affect the construction of this Senior Forbearance Agreement.

Section 6.02 Counterparts. This Senior Forbearance Agreement may be executed by one or more of the parties hereto by portable document format or facsimile or in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.03 Governing Law. This Senior Forbearance Agreement and the rights and obligations of the parties under this Senior Forbearance Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6.04 Jurisdiction. Each party hereby irrevocably consents to the personal jurisdiction of the courts of the state of New York located in the County of New York and of the United States District Court for the Southern District of New York located in the borough of Manhattan in any action to enforce, interpret or construe any provision of this Senior Forbearance Agreement.

Section 6.05 Waiver of Jury Trial. The Loan Parties hereby waive their right to a jury trial with respect to any action or claim arising out of any dispute in connection with this Senior Forbearance Agreement, any rights or obligations hereunder, or the performance of such rights and obligations. Except as prohibited by law, the Loan Parties hereby waive any right they may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Loan Parties (a) certify that no representative, agent or attorney of the any Finance Party has represented, expressly or otherwise, that such Finance Party would not, in the event of litigation, seek to enforce this Senior Forbearance Agreement or any related document and (b) acknowledges that each Finance Party has been induced to enter into this Senior Forbearance Agreement by, among other things, the acknowledgments, release and representations of the Loan Parties contained herein.

Section 6.06 No Limitation on Obligations and Rights under Applicable Law. All obligations of each Loan Party and all rights of the Specified Senior Lenders that are expressed herein shall be in addition to and not in limitation of those provided by applicable law.

Section 6.07 Integration. This Senior Forbearance Agreement, the Senior Credit Agreement, and the other Loan Documents represent the agreement of the Loan Parties party thereto and the Specified Senior Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any Finance Party relative to subject matter hereof not expressly set forth or referred to herein or therein.

Section 6.08 Severability. Whenever possible, each provision of this Senior Forbearance Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Senior Forbearance Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Senior Forbearance Agreement.

Section 6.09 Survival. The provisions of this Article VI shall survive the Forbearance Termination Date until the termination of the Loan Documents and the payment in full of all obligations of the Loan Parties under or in respect of the Senior Credit Agreement and the other Loan Documents and all other amounts owing thereunder.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Senior Forbearance Agreement to be duly executed and delivered as of the day and year first above written.

LYONDELLBASELL INDUSTRIES AF
S.C.A.

By: _____
Name:
Title:

LYONDELL CHEMICAL COMPANY

By: _____
Name:
Title:

BASELL GERMANY HOLDINGS GMBH

By: _____
Name:
Title:

BASELL FINANCE COMPANY B.V.

By: _____
Name:
Title:

LYONDELLBASELL INDUSTRIES
HOLDINGS B.V.

By: _____
Name:
Title:

LYONDELLBASELL NETHERLANDS
HOLDINGS B.V.

By: _____
Name:
Title:

BASELL INTERNATIONAL HOLDINGS
B.V.

By: _____
Name:
Title:

BASELL EUROPE HOLDINGS B.V.

By: _____
Name:
Title:

BASELL FINANCE & TRADING COMPANY
B.V.

By: _____
Name:
Title:

BASELL SALES & MARKETING COMPANY
B.V.

By: _____
Name:
Title:

BASELL FUNDING S.A R.L.

By: _____
Name:
Title:

BASELL POLYOLEFINE GMBH

By: _____
Name:
Title:

BASELL BAYREUTH CHEMIE GMBH

By: _____
Name:
Title:

BASELL POLYOLEFINS UK LIMITED

By: _____
Name:
Title:

BASELL UK HOLDINGS LIMITED

By: _____
Name:
Title:

BASELL BAYREUTH CHEMIE GMBH

By: _____
Name:
Title:

BASELL GERMANY HOLDINGS GMBH

By: _____
Name:
Title:

BASELL CANADA INC.

By: _____
Name:
Title:

BASELL ASIA PACIFIC LTD.

By: _____
Name:
Title:

BASELL BENELUX B.V.

By: _____
Name:
Title:

NELL ACQUISITIONS (US) LLC

By: _____
Name:
Title:

BASELL FINANCE USA INC.

By: _____
Name:
Title:

BASELL NORTH AMERICA INC.

By: _____
Name:
Title:

BASELL USA INC.

By: _____
Name:
Title:

LYONDELLBASELL FINANCE COMPANY

By: _____
Name:
Title:

LBI ACQUISITION LLC

By: _____
Name:
Title:

LBIH LLC

By: _____
Name:
Title:

EQUISTAR CHEMICALS, LP

By: _____
Name:
Title:

HOUSTON REFINING LP

By: _____
Name:
Title:

LYONDELL CHEMICAL NEDERLAND LTD.

By: _____
Name:
Title:

LYONDELL CHEMICAL TECHNOLOGY,
L.P.

By: _____
Name:
Title:

LYONDELL CHEMICAL PRODUCTS
EUROPE LLC

By: _____
Name:
Title:

LYONDELL CHEMIE INTERNATIONAL,
B.V.

By: _____
Name:
Title:

LYONDELL CHEMIE NEDERLAND, B.V.

By: _____
Name:
Title:

LYONDELL CHIMIE FRANCE LLC

By: _____
Name:
Title:

LYONDELL CHEMICAL TECHNOLOGY 1
INC.

By: _____
Name:
Title:

LYONDELL LP3 GP, LLC

By: _____
Name:
Title:

LYONDELL EUROPE HOLDINGS INC.

By: _____
Name:
Title:

LYONDELL CHEMICAL TECHNOLOGY
MANAGEMENT, INC.

By: _____
Name:
Title:

LYONDELL HOUSTON REFINERY, INC.

By: _____
Name:
Title:

LYONDELL LP3 PARTNERS, LP

By: _____
Name:
Title:

LYONDELL LP4 INC.

By: _____
Name:
Title:

LYONDELL (PELICAN) PETROCHEMICAL
L.P. 1, INC.

By: _____
Name:
Title:

LYONDELL PETROCHEMICALS LP, INC.

By: _____
Name:
Title:

LYONDELL REFINING COMPANY LLC

By: _____

Name:

Title:

LYONDELL REFINING I LLC

By: _____

Name:

Title:

MILLENNIUM AMERICA HOLDINGS INC.

By: _____

Name:

Title:

MILLENNIUM AMERICA INC.

By: _____

Name:

Title:

MILLENNIUM CHEMICALS INC.

By: _____

Name:

Title:

MILLENNIUM PETROCHEMICALS INC.

By: _____

Name:

Title:

MILLENNIUM SPECIALTY CHEMICALS

By: _____

Name:

Title:

MILLENNIUM US OP CO LLC

By: _____

Name:

Title:

MILLENNIUM WORLDWIDE HOLDINGS I
INC.

By: _____

Name:

Title:

CITIBANK N.A.,
as U.S. Swing Line Lender

By: _____
Name:
Title:

CITIBANK, N.A., LONDON BRANCH,
as European Lender

By: _____
Name:
Title:

UBS SECURITIES LLC,
as a Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

ABN AMRO BANK N.V.,
as L/C Issuer

By: _____
Name:
Title:

MERRILL LYNCH CAPITAL CORPORATION,
as a Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

NON-DEBTOR OBLIGORS

Non-Debtor Borrowers

Basell Finance Company B.V.
LyondellBasell Industries Holdings B.V. (f/k/a Basell Holdings B.V.)

Non-Debtor Guarantors

Basell Asia Pacific Limited
Basell Benelux B.V.
Basell Bayreuth Chemie GmbH
Basell Canada Inc.
Basell Europe Holdings B.V.
Basell Finance & Trading Company B.V.
Basell Funding S.á.r.l.
Basell International Holdings B.V.
Basell Polyolefine GmbH
Basell Polyolefins UK Limited
Basell Sales & Marketing Company B.V.
Basell UK Holdings Limited
LyondellBasell Industries AF S.C.A.
LyondellBasell Netherlands Holdings B.V.
Lyondell Chemie International B.V.
Lyondell Chemie Nederland B.V.

Schedule II
to Senior Forbearance Agreement

INITIAL SPECIFIED SENIOR LENDERS

ANNEX I

FORM OF JOINDER TO FORBEARANCE AGREEMENT

The undersigned, [_____], (the “New Specified Lender”):

1. agrees to all of the provisions of the Senior Forbearance Agreement (as renewed, extended, amended, or restated from time to time, the “Forbearance Agreement”) dated as of January 5, 2009, among LYONDELLBASELL INDUSTRIES AF S.C.A., a company existing under the laws of the Grand Duchy of Luxembourg (together with its successors and assigns, the “Company”), LYONDELL CHEMICAL COMPANY, a Delaware corporation (“Lyondell” or the “U.S. Borrower”), BASELL HOLDINGS B.V., a Dutch corporation limited by shares (“Basell Holdings”), BASELL FINANCE COMPANY B.V., a Dutch corporation limited by shares (“Basell Finance” and, together with Basell Holdings, the “Dutch Borrowers”), and BASELL GERMANY HOLDINGS GmbH, a corporation organized under the laws of Germany (the “German Borrower” and, together with the Dutch Borrowers, the “Non-U.S. Borrowers” and, together with the Dutch Borrowers and the U.S. Borrower, the “Borrowers”), the Subsidiary Guarantors (and together with the Borrowers, the “Loan Parties”), and those certain Lenders under the Senior Credit Agreement party to the Forbearance Agreement from time to time (“Specified Senior Lenders”);

2. effective on the date hereof, becomes a party to the Forbearance Agreement, as an additional Specified Senior Lender, with the same effect as if the undersigned were an original signatory to the Forbearance Agreement;

Terms defined in the Forbearance Agreement shall have such defined meanings when used herein.

Date: [_____]

By its acceptance hereof, the undersigned New Specified Senior Lender hereby ratifies and confirms its obligations under the Forbearance Agreement, as supplemented hereby.

[_____] , as New Specified
Senior Lender

By _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

LYONDELL CHEMICAL COMPANY, on
behalf of the Loan Parties

By: _____
Name:
Title: