

BUSINESS SEPARATION AGREEMENT

by and among

SASOL CHEMICALS (USA) LLC,

LOUISIANA INTEGRATED POLYETHYLENE JV LLC

and

LYONDELLBASELL LC OFFTAKE LLC

dated as of

October 1, 2020

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BUSINESS SEPARATION AGREEMENT

This Business Separation Agreement (this “*Agreement*”), is entered into as of October 1, 2020 and effective as of the Separation Time (as defined herein), by and among Sasol Chemicals (USA) LLC, a Delaware limited liability company (“*Sasol Chemicals*”), Louisiana Integrated PolyEthylene JV LLC, a Delaware limited liability company (“*NewCo*”), and LyondellBasell LC Offtake LLC, a Delaware limited liability company (the “*Investor Member*”). Capitalized terms used in this Agreement have the meanings ascribed to such terms in Article VII.

RECITALS

WHEREAS, as of the date hereof, Sasol Chemicals is engaged, directly and indirectly, in the Transferred Business and the Retained Business;

WHEREAS, Sasol (USA) Corporation, as the sole member of Sasol Chemicals, has determined that it is in the best interests of Sasol Chemicals to separate the Transferred Business from the Retained Business;

WHEREAS, Sasol Chemicals has caused NewCo to be formed as a direct, wholly owned Subsidiary of Sasol Chemicals in order to facilitate the separation of the Transferred Business from the Retained Business;

WHEREAS, each of Sasol Chemicals and NewCo has determined that it would be appropriate and desirable for (a) Sasol Chemicals to transfer or cause to be transferred certain assets of the Transferred Business to NewCo and (b) NewCo to assume or cause to be assumed certain Liabilities of the Transferred Business, in each case, upon the terms and subject to the conditions set forth in this Agreement (clauses (a) and (b) collectively, the “*Reorganization*”);

WHEREAS, immediately following the consummation of the Reorganization and pursuant to the terms of the Membership Interest Purchase Agreement, dated as of October 1, 2020 (the “*Purchase Agreement*”), by and among Sasol Chemicals, the Investor Member, NewCo, and, solely for purposes of Section 2.07 thereof, Lyondell Chemical Company, a Delaware corporation, and, solely for purposes of Section 6.05 thereof, Sasol Limited, a corporation organized and existing under the laws of the Republic of South Africa, (a) the Investor Member will acquire fifty (50%) of the aggregate membership interests of NewCo from Sasol Chemicals (the “*Acquisition*”), upon the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, following the Closing of the Acquisition, the membership interests of NewCo will be owned fifty (50%) by Sasol Chemicals and fifty (50%) by the Investor Member;

WHEREAS, the Reorganization is required to be consummated as a condition to the Acquisition and prior to the Closing; and

WHEREAS, the Parties intend in this Agreement to set forth certain arrangements among them regarding the Reorganization and certain other agreements that will govern certain matters relating to the Reorganization and the relationship of Sasol Chemicals and NewCo.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I THE REORGANIZATION

Section 1.1 *Actions Prior to the Separation.*

(a) Prior to the date hereof, Sasol Chemicals caused NewCo to be formed as a wholly owned Subsidiary of Sasol Chemicals.

(b) Substantially contemporaneously with the execution of this Agreement, Sasol Chemicals, NewCo, Investor Member and, solely for purposes of Section 2.07 thereof, Lyondell Chemical Company and, solely for purposes of Section 6.05 thereof, Sasol Limited, entered into the Purchase Agreement.

Section 1.2 *Transfer of Transferred Assets; Assumption of Assumed Liabilities.* Except as provided in Section 6.07 of the Purchase Agreement, subject to the terms of this Agreement, the Purchase Agreement and the other Transaction Documents, effective as of the Separation Time:

(a) Sasol Chemicals shall Convey to NewCo or its designated Subsidiaries, and NewCo or such designated Subsidiaries shall accept, all of Sasol Chemicals' right, title and interest in and to, the Transferred Assets (excluding the Investor Member Transferred Contracts and the Closing Product Inventory), free and clear of any Liens other than Permitted Liens, which Conveyance shall include a customary limited warranty of title by, through and under Sasol Chemicals and its Affiliates (or the Louisiana equivalent);

(b) Sasol Chemicals shall Convey to the Investor Member or its designated Affiliates, and the Investor Member or such designated Affiliate shall accept, all of Sasol Chemicals' right title and interest in and to the Investor Member Transferred Assets, free and clear of any Liens other than Permitted Liens; and

(c) (i) NewCo will assume, perform, discharge and fulfill when due all of the Assumed Liabilities, in accordance with their respective terms and (ii) the Investor Member will assume, perform, discharge and fulfill when due all of the Investor Member Assumed Liabilities, in accordance with their respective terms. As between members of the Sasol Group, on the one hand, and NewCo, on the other hand, following the Separation Time, NewCo will be solely responsible for all Assumed Liabilities. As between members of the Sasol Group, on the one hand, and the Investor Member, on the other hand, following the Separation Time, the Investor Member will be solely responsible for all Investor Member Assumed Liabilities.

Section 1.3 *Ownership of Retained Assets; Responsibility for Retained Liabilities.* Effective as of the Separation Time:

(a) Sasol Chemicals, or a member of the Sasol Group, shall own all right, title and interest in and to the Retained Assets, including any Retained Asset that is held prior to or as

of the Separation Time by any member of the Sasol Group (which Retained Asset shall continue to be held by such member of the Sasol Group); and

(b) Sasol Chemicals shall be responsible for, shall perform, discharge and fulfill when due and, to the extent applicable, shall comply with (or shall cause any applicable member of the Sasol Group to be responsible for, perform, discharge and fulfill when due and, to the extent applicable, comply with) all of the Retained Liabilities, in accordance with their respective terms and this Agreement, including any Retained Liability that prior to or as of the Separation Time is a Liability of a member of the Sasol Group (which Retained Liability shall continue to be a Liability of such member of the Sasol Group). As between members of the Sasol Group, on the one hand, and NewCo or the Investor Member, on the other hand, following the Separation Time, the members of the Sasol Group shall be solely responsible for all Retained Liabilities, on a joint and several basis.

Section 1.4 *Transferred Assets; Retained Assets.*

(a) Subject to Section 1.4(b), for purposes of this Agreement, “**Transferred Assets**” means the following Assets:

- (i) the Facilities;
- (ii) the Assets set forth on Schedule 1.4(a)(ii);
- (iii) all Assets that are expressly provided by this Agreement or any Transaction Document as Assets to be Conveyed to NewCo or any designated Subsidiary, including (A) any Assets Conveyed to NewCo pursuant to Section 2.03 and Section 6.12 of the Purchase Agreement, (B) to the extent the LCCP Real Property Conveyance is required to be fully consummated at or prior to the Closing pursuant to Section 6.23 of the Purchase Agreement, the LCCP Real Property and (C) those servitudes granted in favor of NewCo or the Investor Member in accordance with the Reciprocal Servitudes Agreement;
- (iv) all Assets included or reflected as Assets on the Balance Sheet, subject to any dispositions or acquisitions after the date of the Balance Sheet and prior to the Separation Time that are consummated in accordance with the Purchase Agreement;
- (v) all rights with respect to express or implied warranties, guarantees, indemnities and other rights against third parties that are, in each case, to the extent related primarily to the Facilities or the Transferred Business and all related claims, credits, rights of recovery and other similar rights as to such third parties;
- (vi) all Assets owned or held by any member of the Sasol Group and used or held for use primarily in connection with the Facilities or the Transferred Business (excluding any Intellectual Property, which shall be conveyed solely if and as set forth in Section 1.4(a)(vi)(J)), including (but not limited to):
 - (A) all interests, rights, claims and benefits of any member of the Sasol Group pursuant to and associated with all Permits, Contracts, easements, rights-of-way or other agreements that are owned or held by any member of the Sasol Group and to the extent

related primarily to the Facilities or Transferred Business or otherwise set forth on Schedule 1.4(a)(vi)(A);

(B) (1) all business and employment records owned or held by Sasol Chemicals and to the extent related primarily to the Facilities or the Transferred Business, and (2) subject to Section 12.15 of the Purchase Agreement, all other books, records, ledgers, files, documents, correspondence, lists, plats, drawings, photographs, product literature (including historical), advertising and promotional materials, distribution lists, customer lists, supplier lists, price lists, studies, market and product share data (including historical data since January 1, 2016), reports, operating, production and other manuals, manufacturing and quality control records and procedures, notes, documents, test results, data and other research and development files (including with respect to historical research and development programs), all technology-related records (including laboratory notebooks, technical formal reports, status reports and all technical information related to processes licensed in connection with the Facilities or the Transferred Business) and accounting, tax and business books, records, logs, files, documentation and materials, in all cases whether in paper, electronic or any other form, in each case that are owned or held by any member of the Sasol Group and related primarily to the Facilities or the Transferred Business (collectively, the “***Transferred Books and Records***”); provided, that (x) the Sasol Group shall be entitled to retain a copy of the Transferred Books and Records, which shall be retained in a confidential manner by the Sasol Group; (y) neither clause (1) nor (2) shall be deemed to include any books, records or other similar items (i) with respect to which it is not reasonably practicable to extract the portion thereof related primarily to the Transferred Business from the portions thereof that relate primarily to businesses of the Sasol Group other than the Transferred Business (it being understood and agreed that any such portion thereof related primarily to the Transferred Business shall be retained in a confidential manner and the Sasol Group shall provide NewCo with (x) redacted copies of any such books and records showing only the information that primarily relates to the Transferred Business or (y) reasonable access during regular business hours to the relevant portion of such records until such time as copies thereof are provided to NewCo; provided that Sasol Chemicals shall use commercially reasonable efforts to deliver such copies to NewCo as promptly as possible following the Closing) or (ii) that are protected by attorney-client privilege or that qualify as attorney work product; and (z) to the extent required to satisfy Sasol Chemicals’ legal or other obligations, the Sasol Group shall be entitled to retain original copies of the Transferred Books and Records, which shall be retained in a confidential manner by the Sasol Group and shall not be used for any purpose other than the purpose for which such Transferred Books and Records are retained (it being understood and agreed that the Sasol Group shall provide NewCo with (x) a copy of all such retained Transferred Books and Records or (y) reasonable access during regular business hours to such retained Transferred Books and Records until such time as copies thereof are delivered to NewCo; provided that Sasol Chemicals shall use commercially reasonable efforts to deliver such copies to NewCo as promptly as possible following the Closing).

(C) all trade accounts and other accounts and notes receivable and other receivables that are, in each case, owned or held by any member of the Sasol Group and related primarily to the Facilities or Transferred Business, and any security claim, remedy or other right related to any of the foregoing;

(D) all prepaid expenses, security deposits, credits, deferred charges, advanced payments, rights of recovery, rights of set off and rights of recoupment that are, in each case, owned or held by any member of the Sasol Group and related primarily to the Facilities or Transferred Business (other than prepaid insurance premiums, deposits, security or other prepaid amounts in connection with workers' compensation and other Policies, in each case, to the extent related to the Retained Liabilities);

(E) other than Process and Maintenance Inventory, all machinery, equipment, materials, supplies, spare parts, consumables, furniture and other tangible personal property used or held for use by any member of the Sasol Group and to the extent related primarily to the Facilities or the Transferred Business or otherwise listed or described on Schedule 1.4(a)(vi)(E);

(F) the Closing Process and Maintenance Inventory;

(G) all automobiles, trucks, motor vehicles and other transportation equipment listed or described on Schedule 1.4(a)(vi)(G);

(H) other than Product Inventory, all inventories of materials, catalysts, chemicals, parts, raw materials, components, supplies, works-in-process and finished goods and products that are, in each case, owned or held by any member of the Sasol Group and to the extent related primarily to the Facilities or the Transferred Business or otherwise listed or described on Schedule 1.4(a)(vi)(H);

(I) the Closing Product Inventory;

(J) all Intellectual Property and software owned by any member of the Sasol Group and exclusively related to the Facilities or the Transferred Business or otherwise listed or described on Schedule 1.4(a)(vi)(J); and

(K) all other Assets, properties, records, claims and rights (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible or intangible, in each case, owned or held by any member of the Sasol Group and to the extent related primarily to the Facilities or the Transferred Business;

(vii) all rights to causes of action, lawsuits, judgments, claims and demands that are, in each case, to the extent related primarily to the Facilities or the Transferred Business, including those listed or described on Schedule 1.4(a)(vii), but for the avoidance of doubt, not including any counter-claims in connection with the underlying claim that is not related primarily to the Facilities or the Transferred Business; and

(viii) the Contracts set forth on Schedule 1.4(a)(viii) (collectively, the "***Investor Member Transferred Contracts***").

A single Asset may fall within more than one of clauses (i) through (viii) in this Section 1.4(a); provided that, such fact does not imply that (A) such Asset is to be Conveyed more than once or

(B) any duplication of such Asset is required. The fact that an Asset may be excluded under one clause does not imply that it is not intended to be included under another.

(b) Notwithstanding anything in this Agreement to the contrary, including the foregoing Section 1.4(a), the Transferred Assets shall not in any event include any of the following Assets (the “**Retained Assets**”):

(i) all Assets that are primarily related to the Retained Business or are expressly contemplated by this Agreement or any other Transaction Document as Assets to be retained by any member of the Sasol Group;

(ii) the Assets listed or described on Schedule 1.4(b)(ii);

(iii) all rights with respect to warranties, guarantees, indemnities and other rights against third parties, including all related claims, credits, rights of recovery and other similar rights as to such third parties, in each case, listed or described on Schedule 1.4(b)(iii);

(iv) all trade accounts and other accounts and notes receivable and other receivables, in each case, listed or described on Schedule 1.4(b)(iv);

(v) Cash and Cash Equivalents, insurance proceeds on any pending claims and insurance proceeds received in connection with any claims made under the Policies with respect to any matter or occurrence arising prior to the Separation Time;

(vi) all insurance policies, binders and claims and rights thereunder and all prepaid insurance premiums;

(vii) all rights to causes of action, lawsuits, judgments, claims and demands that are, in each case, (A) arising under this Agreement or any Transaction Document against NewCo or (B) listed or described on Schedule 1.4(b)(vii);

(viii) (A) all compensation or benefit plans, policies, programs, Contracts, agreements or arrangements at any time maintained, sponsored, or contributed to by any member of the Sasol Group or the NewCo Group or with respect to which any member of the Sasol Group or the NewCo Group has any Liability, including any Business Benefit Plan (collectively, the “**Retained Benefit Plans**”), (B) the sponsorship of the Retained Benefit Plans, (C) all trusts, trust assets, trust accounts, reserves, insurance policies and other assets held in connection therewith, and (D) all data and records required to administer, the Retained Benefit Plans (provided, that, for the avoidance of doubt, nothing herein limits the Sasol Group’s obligations to provide copies of any such information to Investor Member or any of its Affiliates pursuant to any Transaction Document); and

(ix) all interests, rights, claims and benefits of Sasol Chemicals and any of its Subsidiaries pursuant to and associated with all Permits, Contracts or other agreements, in each case, listed or described on Schedule 1.4(b)(ix).

Except as otherwise provided in this Agreement or the Purchase Agreement, the Parties acknowledge and agree that, from and after the Separation Time, neither NewCo nor any of its

Subsidiaries shall acquire or be permitted to retain any direct or indirect right, title and interest in any Retained Assets by virtue of this Agreement.

Section 1.5 *Assumed Liabilities; Retained Liabilities.*

(a) For the purposes of this Agreement, “*Assumed Liabilities*” means all Liabilities, other than Retained Liabilities, to the extent relating primarily to the ownership of the Transferred Assets or the operation of the Transferred Business and first occurring from and after the Separation Date, regardless of (w) whether the facts on which such Liabilities are based occurred prior to, at or subsequent to the Separation Time, (x) whether or not such Liabilities are asserted or determined prior to, at or subsequent to the Separation Time, (y) where or against whom such Liabilities are asserted or determined and (z) whether or not such Liabilities arise from or are alleged to arise from negligence, willful misconduct, recklessness, violation of Law, fraud or misrepresentation by NewCo (including any of their respective directors, officers, employees, agents, Subsidiaries or Affiliates), including the following Liabilities, unless, in each case, such Liability is a Retained Liability, in which case it shall not be an Assumed Liability:

(i) any and all Liabilities that are expressly provided by this Agreement or any Transaction Document as Liabilities to be assumed by NewCo, and all agreements, obligations and Liabilities of NewCo under this Agreement or any of the Transaction Documents;

(ii) all Liabilities (other than Retained Liabilities), to the extent relating to, arising out of or resulting from:

(A) the Transferred Assets at any time from or after the Separation Time;

(B) the operation of the Transferred Business or the ownership or use of the Transferred Assets, in each case, at any time from or after the Separation Time by NewCo or any of its respective predecessors; and

(C) the ownership and operation of any other business or assets, as applicable, conducted by NewCo at any time from or after the Separation Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative of NewCo (whether or not such act or failure to act is or was within such Person’s authority));

(iii) all asset retirement obligations arising out of or resulting from the Transferred Assets and reflected on the Balance Sheet, if any; provided that, notwithstanding the foregoing and for the avoidance of doubt, any asset retirement obligations arising out of or resulting from the Transferred Assets arising from and after the Separation Time shall constitute Assumed Liabilities, regardless of whether any such obligations are reflected on the Balance Sheet;

(iv) all Liabilities for NewCo Taxes;

(v) all Liabilities, if any, that are expressly assumed by NewCo pursuant to the Employee Matters Agreement as set forth on Schedule 1.5(a)(v);

(vi) all Liabilities of NewCo under this Agreement or any of the Transaction Documents;

(vii) all Liabilities listed or described on Schedule 1.5(a)(vii);

(viii) all Assumed Environmental Liabilities; and

(ix) all Indebtedness of NewCo as of the Separation Time to the extent listed or described on Part 1.A of Schedule 1.5(a)(ix) in an amount not to exceed the sum of (A) the aggregate amount attributable to NewCo as set forth on Part 2.A of Schedule 1.5(a)(ix) plus (B) any interest accrued from the date hereof until the Separation Time in accordance with the agreements listed or described on Part 1.A of Schedule 1.5(a)(ix) as such agreements are in effect as of the date hereof and without modification thereto.

A single Liability may fall within more than one of clauses (i) through (ix) in this Section 1.5(a); provided that, such fact does not imply that (A) such Liability is to be Conveyed more than once or (B) any duplication of such Liability is required. The fact that a Liability may be excluded under one clause does not imply that it is not intended to be included under another.

(b) For the purposes of this Agreement, “**Investor Member Assumed Liabilities**” means all Liabilities, other than Retained Liabilities, to the extent relating to, arising out of, or resulting from the Investor Member Transferred Assets and first occurring from and after the Separation Date, regardless of (w) whether the facts on which such Liabilities are based occurred prior to, at or subsequent to the Separation Time, (x) whether or not such Liabilities are asserted or determined prior to, at or subsequent to the Separation Time, (y) where or against whom such Liabilities are asserted or determined and (z) whether or not such Liabilities arise from or are alleged to arise from negligence, willful misconduct, recklessness, violation of Law, fraud or misrepresentation by NewCo (including any of their respective directors, officers, employees, agents, Subsidiaries or Affiliates); provided that such Liabilities to the extent relating to, arising out of, or resulting from the Investor Member Transferred Contracts listed or described on Part 1.B of Schedule 1.5(a)(ix) shall not exceed the sum of (A) the aggregate amount attributable to the Investor Member as set forth on Part 2.B of Schedule 1.5(a)(ix) plus (B) any interest accrued from the date hereof until the Separation Time in accordance with the Investor Member Transferred Contracts listed or described on Part 1.B of Schedule 1.5(a)(ix) as such Investor Member Transferred Contracts are in effect as of the date hereof and without modification thereto.

(c) Notwithstanding anything in this Agreement to the contrary, including Sections 1.5(a) and 1.5(b), neither the Assumed Liabilities nor the Investor Member Assumed Liabilities shall in any event include any of the following Liabilities (collectively, the “**Retained Liabilities**”):

(i) (1) any and all Liabilities that are expressly provided by this Agreement, the Purchase Agreement or any other Transaction Document as Liabilities to be retained or assumed by Sasol Chemicals or any member of the Sasol Group, and (2) all agreements, arrangements, obligations and Liabilities of any member of the Sasol Group under this Agreement, the Purchase Agreement or any of the other Transaction Documents, including, for the avoidance of doubt, all Liabilities arising out of or related to any breach by NewCo or Sasol Chemicals of

any representation or warranty set forth in the Purchase Agreement or any other Transaction Document, regardless of when such Liabilities arose or are incurred;

(ii) all Liabilities, including Liabilities arising pursuant to Environmental Laws or arising from or are alleged to arise from the negligence, willful misconduct, recklessness, violation of Law, fraud or misrepresentation of any member of the Sasol Group, to the extent relating to, arising out of or resulting from:

(A) the Retained Assets;

(B) the operation of the Retained Business or the ownership or use of the Retained Assets at any time before, at or after the Separation Time by any Person;

(C) the ownership or operation of the Transferred Business or the ownership, operation or use of the Transferred Assets at any time before the Separation Time by any Person; and

(D) the operation of any other business conducted by any member of the Sasol Group at any time after the Separation Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative of any member of the Sasol Group (whether or not such act or failure to act is or was within such Person's authority));

(E) any claims, disputes, or controversies (of any and every kind or type, whether based on contract, tort, statute, regulation or otherwise) arising out of, relating to, or in connection with the ownership or operation of the Transferred Business or the ownership, operation or use of the Transferred Assets, in each case, at any time before the Separation Time by any Person;

(F) with respect to any Assets Conveyed to NewCo or any designated Subsidiary after the Separation Time pursuant to Section 6.12 of the Purchase Agreement, the ownership, operation or use of such Assets at any time before the time such Assets are Conveyed to NewCo or such designated Subsidiary by any Person;

(iii) all Liabilities to the extent related to, arising out of or resulting from the Reorganization (other than, for the avoidance of doubt, any costs and expenses expressly required to be borne by the Company pursuant to the Purchase Agreement);

(iv) all Liabilities arising out of any Action relating primarily to the Retained Assets or the Retained Business, including those arising under this Agreement or any Transaction Document against any member of the Sasol Group;

(v) all Liabilities arising out of claims made by the respective directors, officers, shareholders, stockholders, employees, agents, Subsidiaries or Affiliates of either NewCo or the Sasol Group against NewCo or any member of the Sasol Group to the extent relating to, arising out of or resulting from the Retained Assets or the Retained Business or the other assets, businesses, operations, activities or Liabilities referred to in clause (ii) above;

(vi) all asset retirement obligations arising out of or resulting from the Transferred Assets prior to the Separation Time and not reflected on the Balance Sheet, if any;

(vii) all Liabilities for Excluded Taxes;

(viii) any Liabilities, whenever arising, related to, associated with or arising out of or pursuant to any Retained Benefit Plan;

(ix) all Liabilities relating to (A) the Transferred Employees relating to their employment or service with Sasol Chemicals or its Affiliates prior to the applicable Transfer Time and the termination of their employment or service with Sasol Chemicals or its Affiliates at the applicable Transfer Time, (B) the Business Employees who do not become Transferred Employees and (C) the employment or engagement of any employee or other individual who has provided services to any of the Retained Assets or the Retained Business;

(x) all Liabilities listed or described on Schedule 1.5(c)(x);

(xi) except to the extent included as an Assumed Liability pursuant to Section 1.5(a)(ix) (up to the aggregate amount set forth in Section 1.5(a)(ix)), all Indebtedness (A) of NewCo as of the Separation Time and (B) of each member of the Sasol Group as of any time;

(xii) except to the extent included as an Investor Member Assumed Liability pursuant to Section 1.5(b) (up to the aggregate amount set forth in Section 1.5(b)), all Liabilities to the extent relating to, arising out of, or resulting from the Investor Member Transferred Assets listed under Part 1 (Railcar and Railroad Related) on Schedule 1.4(a)(viii); and

(xiii) all Retained Environmental Liabilities.

The Parties acknowledge and agree that neither NewCo nor the Investor Member shall be required to assume or retain any Retained Liabilities as a result of the Reorganization (or any transaction representing a component thereof), and that if NewCo or the Investor Member is liable for any Retained Liabilities, such Retained Liabilities shall be assumed by Sasol Chemicals as contemplated by Section 1.3.

Section 1.6 *No Representation or Warranty.* EXCEPT TO THE EXTENT OTHERWISE PROVIDED FOR IN THIS AGREEMENT, THE PURCHASE AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT, NEWCO ACKNOWLEDGES THAT NONE OF SASOL CHEMICALS NOR ANY MEMBER OF THE SASOL GROUP MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY HEREIN AS TO ANY MATTER WHATSOEVER, INCLUDING ANY REPRESENTATION OR WARRANTY WITH RESPECT TO: (A) THE CONDITION OR THE VALUE OF ANY TRANSFERRED ASSET OR THE AMOUNT OF ANY ASSUMED LIABILITY; (B) THE FREEDOM FROM ANY SECURITY INTEREST OF ANY TRANSFERRED ASSET; (C) THE ABSENCE OF DEFENSES OR FREEDOM FROM COUNTERCLAIMS WITH RESPECT TO ANY CLAIM TO BE CONVEYED TO NEWCO; (D) NONINFRINGEMENT OF THE INTELLECTUAL PROPERTY OF ANY PERSON; OR (E) ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR TITLE. EXCEPT TO THE EXTENT OTHERWISE PROVIDED FOR IN THIS AGREEMENT, THE

PURCHASE AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT, NEWCO FURTHER ACKNOWLEDGES THAT ALL OTHER WARRANTIES THAT SASOL CHEMICALS OR ANY MEMBER OF THE SASOL GROUP GAVE OR MIGHT HAVE GIVEN, OR WHICH MIGHT BE PROVIDED OR IMPLIED BY APPLICABLE LAW OR COMMERCIAL PRACTICE, ARE HEREBY EXPRESSLY EXCLUDED. EXCEPT TO THE EXTENT OTHERWISE PROVIDED FOR IN THIS AGREEMENT, THE PURCHASE AGREEMENT OR ANY TRANSACTION DOCUMENT, ALL ASSETS TO BE TRANSFERRED TO NEWCO AS PART OF THE REORGANIZATION SHALL BE TRANSFERRED WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY (WHETHER EXPRESS OR IMPLIED) AND ARE HELD “AS IS, WHERE IS.”

Section 1.7 *Waiver of Bulk-Sales Laws.* NewCo and Sasol Chemicals (on behalf of itself and each member of the Sasol Group) hereby waive compliance with the requirements and provisions of the “bulk-sale” or “bulk-transfer” Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Assets to NewCo or any member of the Sasol Group, as applicable.

ARTICLE II EFFECTIVE TIME OF THE NEWCO RESTRUCTURING

Section 2.1 *Separation Time.* Subject to Section 6.9, the effective time and date of the Reorganization will be 12:01 a.m. Central Time on the date that is designated as the Closing Date under the Purchase Agreement (such time, the “*Separation Time*,” and such date, the “*Separation Date*”). For the avoidance of doubt, the Separation Time shall occur immediately prior to the consummation of the Closing.

Section 2.2 *Transfer of the Transferred Business.*

(a) *Agreements to be Delivered by Sasol Chemicals.* At or prior to the Separation Time, Sasol Chemicals shall deliver, or shall cause its appropriate Subsidiaries to deliver, to each of NewCo and the Investor Member all of the following instruments:

(i) in each case where any member of the Sasol Group is a party to any Transaction Document, a counterpart of such Transaction Document duly executed by the member of the Sasol Group party thereto;

(ii) recordable releases of any mortgages, financing statements, pledges, fixture filings and security agreements securing obligations arising from indebtedness for borrowed money under any credit agreement, debt instrument or other similar agreement made by Sasol Chemicals or its Affiliates affecting or burdening any of the Transferred Assets, in form and substance reasonably acceptable to Investor Member in sufficient counterparts for recordation in each of the counties or parishes in which the Transferred Assets are located or other applicable jurisdiction; and

(iii) all necessary Transfer Documents as described in Section 2.3.

(b) *Agreements to be Delivered by NewCo.* At or prior to the Separation Time, NewCo shall deliver, or shall cause its Subsidiaries to deliver, as appropriate, to each of Sasol Chemicals and the Investor Member all of the following instruments:

(i) in each case where NewCo or a Subsidiary thereof is a party to any Transaction Document, a counterpart of such Transaction Document duly executed by NewCo or such Subsidiary; and

(ii) all necessary Transfer Documents as described in Section 2.3.

(c) *Completion of Reorganization.* Subject to Section 6.15, the Reorganization shall be deemed to be complete without regard to any filings or registrations with any Governmental Authority that may be required to record or perfect any of the transfers made as part of the Reorganization.

Section 2.3 *Transfer of Transferred Assets and Assumption of Assumed Liabilities.* In furtherance of the Reorganization and the allocation of the Transferred Assets and the Assumed Liabilities in accordance with Section 1.2: (a) the applicable member of the Sasol Group shall execute and deliver such bills of sale, deeds and conveyance instruments, stock powers, certificates of title, assignments of contracts and other instruments of transfer, Conveyance and assignment, as and to the extent reasonably necessary to evidence right, title and interest of NewCo or any of its designated Subsidiaries in and to the Transferred Assets and (b) NewCo and its designated Subsidiaries shall execute and deliver such assumptions of Contracts and other instruments of assumption as and to the extent reasonably necessary to evidence the valid and effective assumption of the Assumed Liabilities by NewCo or its designated Subsidiaries. All of the foregoing documents contemplated by this Section 2.3 shall be referred to, collectively, herein as the “*Transfer Documents*.” For the avoidance of doubt, the obligations with respect to the allocation of Transferred Assets and Assumed Liabilities in accordance with Section 1.2, and the execution and delivery of documents provided in this Section 2.3, does not extend to the Conveyance of, or execution or delivery of documents with respect to, any Transferred Assets that are already held as of the Separation Time by NewCo or any of its Subsidiaries (which Transferred Asset shall continue to be held by NewCo) or any Assumed Liability that as of the Separation Time is already a Liability of NewCo or any of its Subsidiaries (which Assumed Liability shall continue to be a Liability of NewCo or such Subsidiary). Sasol Chemicals shall keep the Investor Member reasonably informed regarding the status of, and any material terms proposed in, any Transfer Documents, including providing the Investor Member with a copy of each draft Transfer Document and a reasonable opportunity to consult and comment thereon, and shall consider in good faith any comments made by Investor Member with respect thereto; provided, that the Investor Member shall diligently and promptly review all drafts of such Transfer Documents and provide comments, if any, thereto to Sasol Chemicals no later than two (2) Business Days from receipt thereof from Sasol Chemicals.

Section 2.4 *Change of Name.* NewCo agrees that promptly after the Closing (but no later than the date that is ninety (90) days after the Closing Date) (a) it shall terminate and remove the use of the name “Sasol” or any derivative thereof with respect to any of NewCo, the Transferred Business and the Transferred Assets, and (b) it shall not further use any Trademarks or domain names belonging to Sasol Chemicals or any of its Affiliates, other than in filings with a

Governmental Authority or otherwise in a factual manner, in each case, to refer to the Sasol Group as the former owner of the Transferred Assets.

ARTICLE III INDEMNIFICATION

Section 3.1 *Indemnification by NewCo.* Without limiting or otherwise affecting the indemnity provisions of any Transaction Documents, from and after the Separation Time, NewCo, and each member of the NewCo Group, shall, on a joint but not several basis, indemnify, release, protect, defend (or, where applicable, pay the defense costs for) and hold harmless the Sasol Indemnitees from and against, and shall reimburse such Sasol Indemnitees with respect to, any and all Losses that result from, relate to or arise, whether prior to, at or following the Separation Time, out of any of the following items (without duplication):

(a) the Assumed Liabilities, including the failure of NewCo or any other member of the NewCo Group or any other Person to pay, perform, fulfill, discharge and, to the extent applicable, comply with, in due course and in full, any such Assumed Liabilities;

(b) the failure of NewCo or any other member of the NewCo Group to perform any covenants or obligations under this Agreement, in each case, to the extent required to be performed by NewCo or any other member of the NewCo Group prior to, at or following the Separation Time; and

(c) the enforcement by the Sasol Indemnitees of their rights to be indemnified, defended, protected and held harmless under this Section 3.1.

Notwithstanding anything in this Agreement to the contrary, any claim for indemnification pursuant to this Section 3.1 shall first be brought against NewCo before such claim may be brought against any other member of the NewCo Group.

Section 3.2 *Indemnification by the Investor Member.* Without limiting or otherwise affecting the indemnity provisions of any Transaction Documents, from and after the Separation Time, the Investor Member shall indemnify, release, protect, defend (or, where applicable, pay the defense costs for) and hold harmless the Sasol Indemnitees from and against, and shall reimburse such Sasol Indemnitees with respect to, any and all Losses that result from, relate to or arise, whether prior to, at or following the Separation Time, out of any of the following items (without duplication):

(a) the Investor Member Assumed Liabilities, including the failure of the Investor Member or any other Person to pay, perform, fulfill, discharge and, to the extent applicable, comply with, in due course and in full, any such Investor Member Assumed Liabilities;

(b) the failure of the Investor Member to perform any covenants or obligations under this Agreement, in each case, to the extent required to be performed by the Investor Member prior to, at or following the Separation Time; and

(c) the enforcement by the Sasol Indemnitees of their rights to be indemnified, defended, protected and held harmless under this Section 3.1.

Section 3.3 *Indemnification by Sasol Chemicals.* Without limiting or otherwise affecting the indemnity provisions of the Purchase Agreement or any other Transaction Documents, from and after the Separation Time, Sasol Chemicals and each member of the Sasol Group, shall, on a joint and several basis, indemnify, defend, protect (or, where applicable, pay the defense costs for), release and hold harmless the NewCo Indemnitees from and against, and shall reimburse such NewCo Indemnitee with respect to, any and all Losses that result from, relate to or arise, whether prior to or following the Separation Time, out of any of the following items (without duplication):

(a) the Retained Liabilities, including the failure of Sasol Chemicals or any other member of the Sasol Group or any other Person to pay, perform, fulfill, discharge and, to the extent applicable, comply with, in due course and in full such Liabilities;

(b) the failure of Sasol Chemicals or any other member of the Sasol Group to perform any covenants or obligations under this Agreement, in each case, to the extent required to be performed by Sasol Chemicals or any other member of the Sasol Group prior to, at or following the Separation Time; and

(c) the enforcement by the NewCo Indemnitees of their rights to be indemnified, defended, protected and held harmless under this Section 3.3.

Section 3.4 *Payments; Reductions for Insurance Proceeds and Other Recoveries.*

(a) *Payments.* Indemnification payments in respect of any Liabilities for which an Indemnitee is entitled to indemnification under this Article III shall be paid by the Indemnifying Party to the Indemnitee as such Liabilities are incurred upon demand by the Indemnitee, including reasonably satisfactory documentation setting forth the basis for the amount of such indemnification payment, including documentation with respect to calculations made and consideration of any Insurance Proceeds that actually reduce the amount of such Liabilities. The indemnity agreements contained in this Article III shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnitee, (ii) the knowledge by the Indemnitee of Liabilities for which it might be entitled to indemnification hereunder and (iii) any termination of this Agreement. With respect to indemnification payments for NewCo Taxes or Excluded Taxes, payment in full of any amount due from NewCo under Section 3.1 or a member of the Sasol Group under Section 3.3 shall be made to the relevant Sasol Indemnitee or NewCo Indemnitee, as applicable, in immediately available funds at least five (5) Business Days before the date payment of the Taxes to which such payment relates is due, or, if no Tax is payable, within fifteen (15) Business Days after written demand is made for such payment.

(b) *Insurance Proceeds.* The amount that any Indemnifying Party is or may be required to provide indemnification to or on behalf of any Indemnitee pursuant to Section 3.1 or Section 3.3, as applicable, shall be reduced (retroactively or prospectively) by any Insurance Proceeds or other amounts actually recovered from third parties by or on behalf of such Indemnitee in respect of the related Loss (net, in each case, of increased insurance premiums and charges (including any retrospective premium adjustments) related directly and solely to the related indemnifiable Losses and reasonable costs and expenses (including reasonable legal fees and

expenses) incurred by such Indemnitee in connection with seeking to collect and collecting such amounts). The existence of a claim by an Indemnitee for monies from an insurer or against a third party in respect of any indemnifiable Loss shall not, however, delay any payment pursuant to the indemnification provisions contained herein and otherwise determined to be due and owing by an Indemnifying Party. Rather, the Indemnifying Party shall make payment in full of the amount determined to be due and owing by it against an assignment by the Indemnitee to the Indemnifying Party of the entire claim of the Indemnitee for Insurance Proceeds or against such third party. Notwithstanding any other provisions of this Agreement, it is the intention of the Parties that no insurer or any other third party shall be (i) entitled to a “windfall” or other benefit it would not be entitled to receive in the absence of the foregoing indemnification provisions or otherwise have any subrogation rights with respect thereto, or (ii) relieved of the responsibility to pay any claims for which it is obligated.

Section 3.5 *Procedures for Defense, Settlement and Indemnification of Third-Party Claims.*

(a) *Direct Claims.* Any claim on account of indemnifiable Losses that does not involve a Third-Party Claim shall be asserted by reasonably prompt written notice (a “**Direct Claims Notice**”) given by the Indemnitee to the Indemnifying Party from whom such indemnification is sought. The failure by any Indemnitee so to give notice as provided in this Section 3.5(a) shall not relieve the Indemnifying Party of its obligations under this Article III, except to the extent that the Indemnifying Party has been actually materially prejudiced by such failure to give notice.

(b) *Direct Claims Notices.* The Indemnifying Party shall have thirty (30) days from its receipt of a Direct Claims Notice to dispute the applicable claim and provide a written explanation for its position and supporting documentation. In the event that the Indemnifying Party disputes a Direct Claim Notice, the Parties, including appropriate management representatives, shall promptly seek to negotiate a resolution in good faith. If the Parties are unable to resolve the dispute within one hundred twenty (120) days after the Indemnifying Party first receives the Direct Claims Notice, then the Indemnitee may seek any remedy available to it under this Agreement.

(c) *Third-Party Claims.*

(i) *Notice Of Claims.* If an Indemnitee receives notice or otherwise learns of the assertion by a Person (including any Governmental Authority) who is not a member of the Sasol Group or NewCo Group or any of their respective Affiliates of any claim or of the commencement by any such Person of any Action with respect to which an Indemnifying Party may be obligated to provide indemnification (collectively, a “**Third-Party Claim**”), such Indemnitee shall give such Indemnifying Party prompt written notice (a “**Claims Notice**”) thereof but in any event within thirty (30) days after becoming aware of such Third-Party Claim. Any such notice shall describe the Third-Party Claim in reasonable detail and include copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third-Party Claim. Notwithstanding the foregoing, the delay or failure of any Indemnitee or other Person to give notice as provided in this Section 3.5(c)(i) shall not relieve the Indemnifying Party of its obligations under this Article III, except to the extent that such Indemnifying Party is actually materially prejudiced by such delay or failure to give notice.

(ii) *Opportunity to Defend.* The Indemnifying Party has the right, subject to the provisions set forth in this Section 3.5, exercisable by written notice to the Indemnitee within thirty (30) days after receipt of a Claims Notice from the Indemnitee of the commencement or assertion of any Third-Party Claim in respect of which indemnity may be sought under this Article III, to assume and conduct the defense of such Third-Party Claim in accordance with the limits set forth in this Agreement with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnitee; provided, however, that the Indemnifying Party may only assume and conduct the defense of such Third-Party Claim to the extent that (A) the defense of such Third-Party Claim by the Indemnifying Party shall not, in the reasonable judgment of the Indemnitee, (1) if Sasol Chemicals is the Indemnifying Party, materially and adversely affect a member of the NewCo Group or any of its Affiliates, or (2) if a member of the NewCo Group is the Indemnifying Party, materially and adversely affect Sasol Chemicals or any of its Controlled Affiliates; (B) the Third-Party Claim solely seeks (and continues to seek) monetary damages; (C) the Third-Party Claim does not allege Losses in excess of the Indemnifying Party's indemnification obligations; and (D) the defense of such Third-Party Claim by the Indemnifying Party would not lead to a conflict or potential conflict between the Indemnifying Party and the Indemnitee (the conditions set forth in clauses (A) through (D) are, collectively, the "**Litigation Conditions**"). If the Indemnifying Party does not, or is not entitled to, assume the defense of a Third-Party Claim in accordance with this Section 3.5(c), the Indemnitee may continue to defend the Third-Party Claim. If the Indemnifying Party has assumed the defense of a Third-Party Claim pursuant to this Section 3.5(c), it shall (x) keep the Indemnitee advised of the status of such Third-Party Claim and the defense thereof on a reasonably current basis, (y) reasonably consult with the Indemnitee with respect to the defense and settlement thereof, and (z) consider in good faith the recommendations made by the Indemnitee with respect thereto.

(iv) *Legal Expenses.* If the Indemnifying Party has assumed the defense of a Third-Party Claim as provided in this Section 3.5(c), the Indemnifying Party shall not be liable for any legal expenses subsequently incurred by the Indemnitee in connection with the defense of the Third-Party Claim; provided, however, that if (A) any of the Litigation Conditions ceases to be met, (B) the Indemnifying Party fails to take reasonable steps necessary to defend diligently such Third-Party Claim, (C) the Indemnifying Party agrees in writing, (D) the use of counsel chosen by the Indemnifying Party to represent the Indemnitee would, based on the good faith advice of such Indemnitee's outside counsel, present such counsel with a conflict of interest, or (E) the named parties to such Third-Party Claim include both the Indemnitee and the Indemnifying Party and (1) the Indemnitee shall have reasonably concluded that there are or may be defenses available to such Indemnitee that are different from or additional to those available to the Indemnifying Party, or (2) the Indemnitee's outside counsel shall have reasonably concluded it would be inappropriate under applicable standards of professional conduct to have common counsel for the Indemnitee and the Indemnifying Party due to actual or potential differing interests between the Indemnifying Party and such Indemnitee, then, in each case, the Indemnitee may assume its own defense, and the Indemnifying Party shall be liable for all reasonable costs or expenses paid or incurred in connection with such defense. The Indemnifying Party or the Indemnitee, as the case may be, has the right to participate in (but, subject to the prior sentence, not control), at its own expense, the defense of any Third-Party Claim that the other is defending as provided in this Agreement.

(v) *Settlement.* The Indemnifying Party, if it has assumed the defense of any Third-Party Claim as provided in this Agreement, may not, without the prior written consent of the Indemnitee, consent to a settlement of, or the entry of any judgment arising from, any such Third-Party Claim that (A) does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnitee of a complete release from all liability in respect of such Third-Party Claim, (B) provides for injunctive or other nonmonetary relief affecting the Indemnitee or any of its Affiliates (provided, for the avoidance of doubt, that NewCo may withhold its consent in the event any settlement, consent or judgment could materially impact NewCo's operation of the Transferred Business or materially impair its use or ownership of the Transferred Assets), or (C) in the reasonable opinion of the Indemnitee, would otherwise adversely affect the Indemnitee or any of its Affiliates. The Indemnitee may settle any Third-Party Claim, the defense of which has not been assumed by the Indemnifying Party, only with the prior written consent of the Indemnifying Party, not to be unreasonably withheld, conditioned or delayed.

(d) *NewCo Third-Party Environmental Claims.* In the event of any Third-Party Claim against NewCo Indemnitees for which Sasol Chemicals is responsible pursuant to Section 3.3 with respect to Environmental Liabilities (each, a "***NewCo Third-Party Environmental Claim***"), (i) Sasol Chemicals shall have the right to assume control of and conduct any defense of such NewCo Third-Party Environmental Claim and the investigation or remedial action with respect thereto, (ii) NewCo shall, subject to the terms of a reasonable access agreement to be agreed between the parties in the event that the respective real property is owned by NewCo, grant, or shall cause its Affiliates to grant, Sasol Chemicals with reasonable access to the Transferred Assets as necessary to perform any such defense or investigation or remedial action, and (iii) if Sasol Chemicals determines that remedial action is required pursuant to Environmental Law, NewCo hereby consents to the use of any engineered barriers or institutional controls permitted by Environmental Law, provided that such barriers or controls do not materially impact NewCo's future operation or use of the Transferred Assets or Business. With respect to any NewCo Third-Party Environmental Claims for which Sasol Chemicals has assumed control and defense and subject to the provisions of Section 3.5(c)(iv), (i) Sasol Chemicals shall consult with NewCo on a regular basis with respect to strategy and developments with respect to any such NewCo Third-Party Environmental Claims, (ii) NewCo has the right to, and Sasol Chemicals shall provide the opportunity for NewCo to, participate in (but subject to the provisions of Section 3.5(c)(iv), not control) the defense of such NewCo Third-Party Environmental Claim at its own cost and expense, including but not limited to (A) the right to assist with, and review and provide reasonable comments on, all pleadings, motions, filings, reports, work plans and other documents and receive (and Sasol Chemicals shall deliver within three (3) Business Days from receipt thereof) all material notices or other letters or documents received from Governmental Authorities and any other documentation and correspondence material to such matter, and reasonable prior notices of meetings relating to such matter; (B) the opportunity to attend and participate in such meetings; and (C) the right of reasonable consultation with the Sasol Group and its consultants; and (iii) Sasol Chemicals must obtain the prior written consent of NewCo, such consent not to be unreasonably withheld, conditioned or delayed, to settle or compromise or consent to the entry of judgment with respect to such NewCo Third-Party Environmental Claim if such settlement, consent or judgment would (A) not include as an unconditional term thereof the giving by the claimant or the plaintiff to NewCo and its Affiliates (as applicable) of a complete release from all liability in a respect of such NewCo Third-Party Environmental Claim, (B) provide for injunctive or other nonmonetary relief affecting NewCo or any of its Affiliates (provided, for the avoidance

of doubt, that NewCo may withhold its consent in the event any settlement, consent or judgment could materially impact NewCo's operation of the Transferred Business or materially impair its use or ownership of the Transferred Assets) or (C) in the reasonable opinion of NewCo, otherwise adversely affect NewCo or any of its Affiliates.

Section 3.6 *Exclusive Remedy.* Each of NewCo and Sasol Chemicals intends and hereby agrees that this Article III sets forth the exclusive remedy of the Parties following the Separation Time for any Losses arising out of any breach of the covenants or agreements of the Parties contained in this Agreement, except that nothing contained in this Section 3.6 shall impair any right of any Person (a) to exercise all of their rights and seek all damages available to them under Law in the event of any Actions arising from fraud; (b) to equitable relief (including specific performance) as provided in Section 6.17, the Purchase Agreement or any other Transaction Document; and (c) any other rights or remedies granted or otherwise available to such Person pursuant to the terms of the Purchase Agreement or any other Transaction Document. IN FURTHERANCE OF THE FOREGOING, EACH OF THE PARTIES HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ANY AND ALL RIGHTS, CLAIMS AND CAUSES OF ACTION IT MAY HAVE AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, ARISING UNDER OR BASED UPON ANY LAW, IN EACH CASE, OTHER THAN THE RIGHT TO SEEK INDEMNITY PURSUANT TO THIS ARTICLE III AND THE RIGHT TO SEEK THE RELIEF DESCRIBED IN CLAUSES (A), (B) AND (C) OF THE PRECEDING SENTENCE.

Section 3.7 *Survival of Indemnities.* The rights and obligations of each of Sasol Chemicals and NewCo and their respective Indemnitees under this Article III shall survive the Closing and any other sale or other transfer by any Party of any Assets or businesses or the assignment by it of any Liabilities.

ARTICLE IV ADDITIONAL AGREEMENTS

Section 4.1 *Further Assurances.*

(a) In addition to the actions, and subject to the conditions, specifically provided for elsewhere in this Agreement or in any Transaction Document, each of the Parties hereto shall cooperate with each other and use (and shall cause their respective Subsidiaries and Affiliates to use) commercially reasonable efforts, prior to, at and after the Separation Time, to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary, proper or advisable on its part under applicable Law or contractual obligations to consummate and make effective the transactions contemplated by this Agreement and the Transaction Documents as promptly as reasonably practicable.

(b) Without limiting the generality of Section 4.1(a), where the cooperation of third parties such as insurers or trustees would be necessary in order for a Party to completely fulfill its obligations under this Agreement or the Transaction Documents, such Party shall use commercially reasonable efforts to cause such third parties to provide such cooperation. If any Controlled Affiliate of Sasol Chemicals or NewCo is not a party to this Agreement or, as applicable, any Transaction Document, and it becomes necessary or desirable for such Controlled

Affiliate to be a party hereto or thereto to carry out the purpose hereof or thereof, then Sasol Chemicals or NewCo, as applicable, shall cause such Controlled Affiliate to become a party hereto or thereto or cause such Controlled Affiliate to undertake such actions as if such Controlled Affiliate were such a party.

Section 4.2 *Intellectual Property.* Each Party shall be responsible for, and shall pay all of its own expenses (whether incurred before, at or after the Separation Time) involved in notarization, authentication, legalization and/or consularization of the signatures of any of its representatives on any of the Transfer Documents relating to the transfer of Intellectual Property. Sasol Chemicals shall be responsible for, and shall pay, all expenses incurred (whether before, at or after the Separation Time) (a) subject to Section 2.06(a) of the Purchase Agreement, in connection with the transfer of licenses from third parties as may be necessary or advisable in connection with the Reorganization and the transactions contemplated by the Transaction Documents, including relating to any Intellectual Property-related Transfer Documents and any transfer fees or other expenses payable in connection with the Conveyance of Intellectual Property in accordance with Section 1.4(a)(vi)(J) and in connection with Section 6.06(b) of the Purchase Agreement, it being understood that the foregoing shall include any fees or other expenses to the extent necessary for NewCo and/or Equistar Chemicals LP to serve as operator of NewCo and marketer of product resulting from the Transferred Business pursuant to the applicable Material License Agreement from and after Closing as provided by the Purchase Agreement or (b) to the extent relating to the recording of any Transfer Documents in connection with the transfer of Intellectual Property to any member of the NewCo Group with any Governmental Authorities as may be necessary or appropriate. Sasol Chemicals (on behalf of itself and its Affiliates) hereby grants to NewCo a non-exclusive, perpetual, worldwide, royalty-free, fully paid-up, freely assignable (in whole or in part, but solely in connection with a sale or assignment of all or a portion of the Facilities or the Transferred Business) and sublicensable (including to Equistar Chemicals LP) license to and under all Intellectual Property (excluding Trademarks) owned by Sasol Chemicals or any of its Affiliates that was used in connection with the Facilities or the Transferred Business in the twelve (12)-month period prior to Closing or that is held for use in connection with the Facilities or Transferred Business upon full operations thereof, in each case for use only in connection with the Facilities and the Transferred Business (including the reasonable and natural evolution and expansion thereof), including in the foregoing license the rights to reproduce, distribute, display, perform, and create derivative works of, any works of authorship and to use, make, have made, sell, offer to sell, and import products and services covered by any patent rights, trade secrets, inventions, or similar Intellectual Property.

Section 4.3 *Removal of Tangible Assets.*

(a) Except as otherwise provided in the Purchase Agreement or the other Transaction Documents, Sasol Chemicals shall use reasonable best efforts to move, prior to the Separation Date, all tangible Transferred Assets that are located at any sites or facilities other than sites or facilities that shall be owned or leased by NewCo or on which NewCo will have a servitude for such Transferred Assets after the Separation Time to such sites or facilities that shall be owned or leased by NewCo or on which NewCo will have a servitude for such Transferred Assets after the Separation Time. If Sasol Chemicals is unable to move all such tangible Transferred Assets prior to the Separation Date, Sasol Chemicals shall move all such tangible Transferred Assets as promptly as reasonably practicable after the Separation Time, at Sasol Chemicals' expense and in

a manner so as not to unreasonably interfere with the operations of NewCo or cause damage to such site or facility owned or leased by NewCo. NewCo and any applicable member of the Sasol Group shall provide reasonable access to its applicable sites and facilities to effectuate such move.

(b) Except as otherwise provided in the Purchase Agreement or the other Transaction Documents, Sasol Chemicals shall use reasonable best efforts to remove, prior to the Separation Date, all tangible Retained Assets that are located at any sites or facilities that shall be owned or leased by NewCo after the Separation Time. If Sasol Chemicals is unable to move all such tangible Retained Assets prior to the Separation Date, Sasol Chemicals shall remove all such tangible Retained Assets as promptly as reasonably practicable after the Separation Time, at Sasol Chemical's expense and in a manner so as not to unreasonably interfere with the operations of NewCo or cause damage to such site or facility owned or leased by NewCo. NewCo shall provide reasonable access to its applicable sites and facilities to effectuate such removal.

Section 4.4 *Insurance.*

(a) *Rights Under Policies.* From and after the Separation Date, NewCo shall not have any rights whatsoever with respect to any Policies.

(b) *No Limitation to Indemnity.* Nothing in this Section 4.4 shall be construed to limit or otherwise alter in any way the indemnity obligations of the parties to this Agreement, including those created hereunder.

ARTICLE V TAX MATTERS

Section 5.1 *Cooperation.* Sasol Chemicals and the members of the Sasol Group, on the one hand, and NewCo, on the other hand, shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the preparation and filing of Tax Returns and any Tax contest, audit, litigation or other proceeding with respect to Taxes of NewCo. Such cooperation shall include the retention and (upon the other Party's request) the provision of records and information reasonably relevant to any such Tax contest, audit, litigation or other proceeding. Each of NewCo and the Sasol Group shall also make available to NewCo or any member of the Sasol Group, as applicable, as reasonably requested and available, personnel (including officers, employees and agents of NewCo or the Sasol Group, as applicable, or their respective Affiliates) responsible for preparing, maintaining, and interpreting information and documents relevant to Taxes, and personnel reasonably required as witnesses or for purposes of providing information or documents in connection with any administrative or judicial proceedings relating to Taxes.

Section 5.2 *Tax Records.*

(a) *Retention of Tax Records.* The Parties shall (i) retain all books and records with respect to Tax matters pertinent to NewCo relating to any Tax period beginning before the Closing Date until sixty (60) days after the expiration of the statute of limitations (taking into account any extensions thereof) of the respective Tax periods and (ii) give the other Party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other Party so requests, shall allow the requesting Party to copy or take possession of such books and records. The Parties hereto shall notify each other in writing of any waivers or

extensions of the applicable statute of limitations that may affect the period for which the foregoing records or other documents must be retained.

(b) *Access to Tax Records.* The Parties and their respective Affiliates shall make available to each other for inspection and copying during normal business hours upon reasonable notice all Tax records described in Section 5.2(a), and shall permit the other Party and its Affiliates, authorized agents and representatives and any representative of a Tax authority or other Tax auditor direct access, at the cost and expense of the requesting Party, during normal business hours upon reasonable notice to any computer program or information technology system used to access or store any such Tax records, in each case to the extent reasonably required by the other Party in connection with the preparation of Tax Returns or financial accounting statements, audits, litigation, or the resolution of items under this Agreement.

Section 5.3 *Tax Classification of NewCo.* From the date of its initial formation, NewCo has been a disregarded entity for U.S. federal income tax purposes, and the Parties shall not make an election to change NewCo's entity classification or otherwise cause NewCo to be treated as other than a disregarded entity (or following the Closing Date, a partnership) for U.S. federal income tax purposes.

ARTICLE VI MISCELLANEOUS

Section 6.1 *Expenses.* Except as otherwise provided in the Purchase Agreement, the other Transaction Documents or this Agreement, including Section 3.4(b), Section 3.5(c), Section 4.2, and Section 4.3, each Party shall pay all costs and expenses it has incurred or will incur in anticipation of, relating to or in connection with the negotiation and execution of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

Section 6.2 *Amendment of Schedules.* Sasol Chemicals may, with the prior written consent of each Party, supplement or amend the Schedules prior to the Closing to add any Transferred Asset, Retained Asset, Assumed Liability or Retained Liability, if as of the date hereof, such Transferred Asset, Retained Asset, Assumed Liability or Retained Liability would have been required to be set forth or described in the applicable Schedule and for which the Sasol Chemicals first had Knowledge after the date hereof; provided that, Sasol Chemicals shall not have the right to add, supplement or amend any such Schedule in a manner such that (a) any matter or item that was set forth or described in any Schedule under Section 1.4(a) or Section 1.5(a) on the date hereof would be added to any Schedule under Section 1.4(b) or Section 1.5(c) as of the Closing or (b) any matter or item that was set forth or described in any Schedule under Section 1.4(b) or Section 1.5(c) on the date hereof would be added to any Schedule under Section 1.4(a) or Section 1.5(a) as of the Closing.

Section 6.3 *Entire Agreement.* Except for the Confidentiality Agreement, this Agreement, the Purchase Agreement and the other Transaction Documents supersede all prior discussions and agreements between the Parties and their respective Affiliates with respect to the subject matter hereof and thereof and this Agreement, the Purchase Agreement and the other

Transaction Documents contain the sole and entire agreement between the Parties and their respective Affiliates with respect to the subject matter hereof and thereof.

Section 6.4 *Governing Law.* THIS AGREEMENT, THE TRANSACTION DOCUMENTS, AND ANY OTHER DOCUMENT OR INSTRUMENT DELIVERED PURSUANT HERETO, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT (INCLUDING ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATED TO ANY REPRESENTATION OR WARRANTY MADE IN OR IN CONNECTION WITH THIS AGREEMENT OR AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT), SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE (INCLUDING ITS LAWS REGARDING STATUTES OF LIMITATIONS), WITHOUT REGARD TO THE LAWS OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION THAT WOULD CALL FOR THE APPLICATION OF THE SUBSTANTIVE LAWS OF ANY JURISDICTION OTHER THAN DELAWARE.

Section 6.5 *Notices.*

(a) Unless this Agreement specifically requires otherwise, any notice, demand, or request provided for in this Agreement, or served, given, or made in connection with it, shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by electronic delivery (including delivery of a document in Portable Document Format), by registered or certified mail, postage prepaid, or by a nationally recognized overnight courier service that provides a receipt of delivery, in each case, to the Parties at the addresses specified below (or to any other address or contact information that the receiving Party may designate from time to time in accordance with this Section 6.5):

If to Sasol Chemicals or, prior to the Separation Time, NewCo:

Sasol Chemicals (USA) LLC
12120 Wickchester Lane
Houston, Texas 77079
Attn: Jennifer Gallagher
Email: jennifer.gallagher@us.sasol.com

With copies (which shall not constitute notice for purposes hereof), to:

Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071-1560
Attn: Jeffrey Greenberg; Ryan Maierson
Email: Jeffrey.Greenberg@lw.com; Ryan.Maierson@lw.com

and

Kean Miller LLP
400 Convention Street, Suite 700
Baton Rouge, Louisiana 70802
Attention: Isaac McPherson Gregorie, Jr.
Email: mack.gregorie@keanmiller.com

If to NewCo, after the Separation Time:

Louisiana Integrated PolyEthylene JV LLC
c/o Sasol Chemicals (USA) LLC
12120 Wickchester Lane
Houston, Texas 77079
Attn: Jennifer Gallagher
Email: jennifer.gallagher@us.sasol.com

and

Louisiana Integrated PolyEthylene JV LLC
c/o Lyondell Chemical Company
1221 McKinney Street, Suite 700
Houston, TX 77010
Attn: Michael McMurray; Jeffrey Kaplan
Email: Michael.McMurray@lyondellbasell.com;
Jeffrey.Kaplan@lyondellbasell.com

With copies (which shall not constitute notice for purposes hereof), to:

Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071-1560
Attn: Jeffrey Greenberg; Ryan Maierson
Email: Jeffrey.Greenberg@lw.com; Ryan.Maierson@lw.com

and

Kirkland & Ellis LLP
609 Main Street
Houston, TX 77002
Attn: William J. Benitez, P.C.; Sean T. Wheeler, P.C.; Ahmed Sidik
Email: william.benitez@kirkland.com; sean.wheeler@kirkland.com;
ahmed.sidik@kirkland.com

If to Investor Member:

LyondellBasell LC Offtake LLC
c/o Lyondell Chemical Company
1221 McKinney Street, Suite 700
Houston, TX 77010
Attn: Michael McMurray; Jeffrey Kaplan
Email: Michael.McMurray@lyondellbasell.com;
Jeffrey.Kaplan@lyondellbasell.com

With copies (which shall not constitute notice for purposes hereof), to:

Kirkland & Ellis LLP
609 Main Street
Houston, TX 77002
Attn: William J. Benitez, P.C.; Sean T. Wheeler, P.C.; Ahmed Sidik
Email: william.benitez@kirkland.com; sean.wheeler@kirkland.com;
ahmed.sidik@kirkland.com

(b) Notice given by personal delivery, mail, or overnight courier pursuant to this Section 6.5 shall be effective upon physical receipt. Notice given by electronic transmission pursuant to this Section 6.5 shall be effective as of the date of confirmed delivery (except that automatic confirmations shall not be deemed to be confirmed delivery and provided that each Party shall promptly confirm receipt thereof) if delivered before 8:00 P.M. local time on any Business Day at the place of receipt or the next succeeding Business Day if confirmed delivery (except that automatic confirmations shall not be deemed to be confirmed delivery) is after 8:00 P.M. local time on any Business Day or during any non-Business Day at the place of receipt. Any notice to Sasol Chemicals shall be deemed notice to all members of the Sasol Group.

Section 6.6 *Priority of Agreements.* If there is a conflict between any provision of (a) this Agreement and a provision in the Purchase Agreement, the provision of the Purchase Agreement shall control unless specifically provided otherwise in this Agreement or the Purchase Agreement, or (b) this Agreement and a provision in any of the other Transaction Document (other than the Purchase Agreement), the provision of this Agreement shall control unless specifically provided otherwise in this Agreement or in such other Transaction Document.

Section 6.7 *Waiver.* Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by either Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

Section 6.8 *Amendment.* This Agreement may be amended, supplemented, or modified only by a written instrument duly executed by or on behalf of each of the Parties.

Section 6.9 *Termination.* This Agreement shall automatically terminate without further action at any time before the Closing upon termination of the Purchase Agreement. If terminated,

no Party shall have any Liability of any kind to the other Party or any other Person on account of this Agreement, except as provided in the Purchase Agreement.

Section 6.10 *Parties in Interest.* This Agreement is binding upon and is for the benefit of the Parties hereto and their respective successors and permitted assigns. The Investor Member may enforce the rights of NewCo under this Agreement. This Agreement is not made for the benefit of any Person not a party hereto, and no Person other than the Parties hereto or their respective successors and permitted assigns will acquire or have any benefit, right, remedy or claim under or by reason of this Agreement, except for the provisions of Article III with respect to indemnification of Indemnitees.

Section 6.11 *Assignment; Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign this Agreement or any of its rights, interests, or obligations hereunder without the express prior written consent of the other Parties, and any attempted assignment, without such consent, shall be null and void *ab initio*; provided that the Investor Member may assign this Agreement and any or all of its rights and obligations hereunder to any of its Affiliates without the prior written consent of Sasol Chemicals; provided, further, that no such assignment shall release the Investor Member from any Liability under this Agreement.

Section 6.12 *Construction.*

(a) The Schedules attached to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes. All Article, Section and Schedule references used in this Agreement are to Articles, Sections and Schedules to this Agreement unless otherwise specified.

(b) The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(c) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words “includes” or “including” shall mean “including without limitation,” the words “hereof,” “hereby,” “herein,” “hereunder,” and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular Section or Article in which such words appear. The word “or” has the inclusive meaning represented by the phrase “and/or.” The word “extent” in the phrase “to the extent” means the degree to which a subject or other theory extends and such phrase shall not mean “if.” All currency amounts referenced herein are in United States Dollars unless otherwise specified. The singular shall include the plural and the plural shall include the singular wherever and as often as may be appropriate.

(d) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

(e) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under IFRS.

(f) Any reference herein to any Law shall be construed as referring to such Law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time and references to particular provisions of a Law include a reference to the corresponding provisions of any prior or succeeding Law.

(g) Any reference herein to any Contract shall be construed as referring to such Contract as amended, modified, restated, or supplemented.

(h) Unless the context shall otherwise require, references to any Person include references to such Person's successors and permitted assigns, and in the case of any Governmental Authority, to any Persons succeeding to its functions and capacities.

(i) Any reference to any federal, state, local, or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context shall otherwise require.

(j) Reference herein to "default under," "breach of," or other expression of similar import shall be deemed to be followed by the phrase "with or without notice or lapse of time, or both."

(k) All references to documents or other materials "provided", "made available" or "furnished", or other expressions of similar import, to the Investor Member in this Agreement shall mean that such documents or materials were present at least two (2) Business Days prior to the date hereof in the virtual data room maintained by or on behalf of Sasol Chemicals for purposes of the transactions contemplated hereby and accessible to the Investor Member.

(l) Each Party acknowledges that it and its attorneys have been given an equal opportunity to negotiate the terms and conditions of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party or any similar rule operating against the drafter of an agreement shall not be applicable to the construction or interpretation of this Agreement.

Section 6.13 *Invalid Provisions*. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

Section 6.14 *Counterparts*. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 6.15 *Survival.* The covenants, representations and warranties contained in this Agreement, and liability for the breach of any obligations contained herein, shall survive the Closing and shall remain in full force and effect thereafter.

Section 6.16 *Jurisdiction; Consent to Jurisdiction.*

(a) *Exclusive Jurisdiction.*

(i) THE PARTIES AGREE THAT THE APPROPRIATE, EXCLUSIVE AND CONVENIENT FORUM (THE “**FORUM**”) FOR ANY DISPUTES BETWEEN ANY OF THE PARTIES HERETO ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN DELAWARE OR, IF SUCH FEDERAL COURTS DO NOT HAVE JURISDICTION, THE STATE COURTS LOCATED IN DELAWARE. EACH OF THE PARTIES HERETO IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE FORUM SOLELY IN RESPECT OF ANY DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE PARTIES FURTHER AGREE THAT THE PARTIES SHALL NOT BRING SUIT WITH RESPECT TO ANY DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IN ANY COURT OR JURISDICTION OTHER THAN THE FORUM; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT LIMIT THE RIGHTS OF THE PARTIES TO OBTAIN EXECUTION OF A JUDGMENT IN ANY OTHER JURISDICTION. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, THAT A FINAL AND NON-APPEALABLE JUDGMENT AGAINST A PARTY IN ANY ACTION OR PROCEEDING CONTEMPLATED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION WITHIN OR OUTSIDE THE UNITED STATES BY SUIT ON THE JUDGMENT, A CERTIFIED OR EXEMPLIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF SUCH JUDGMENT.

(ii) TO THE EXTENT THAT ANY PARTY HERETO HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH SUCH PARTY HEREBY IRREVOCABLY (I) WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS WITH RESPECT TO THIS AGREEMENT AND (II) SUBMITS TO THE PERSONAL JURISDICTION OF THE FORUM.

(b) *Waiver of Jury Trial.* EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (II) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.16(b).

Section 6.17 *Specific Performance*. Except as otherwise expressly provided herein, any and all remedies provided herein will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform their respective obligations under the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate the transactions contemplated by this Agreement) in accordance with their specific terms or otherwise breach such provisions. The Parties shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (including, for the avoidance of doubt, any covenants or obligations required by this Agreement to be performed or complied with following the Closing Date), in each case without posting a bond or undertaking, this being in addition to any other remedy to which they are entitled at law or in equity. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when available pursuant to the terms of this Agreement on the basis that the other Parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity. Notwithstanding the foregoing, no breach of any representation, warranty or covenant contained herein or in any certificate delivered pursuant to this Agreement shall give rise to any right on the part of Sasol Chemicals, the Investor Member or NewCo, after the consummation of the transactions contemplated hereby, to rescind this Agreement or any of the transactions contemplated hereby.

Section 6.18 *Limitations of Liability*. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EXCEPT IN THE CASE OF FRAUD OR GROSS NEGLIGENCE, NEITHER NEWCO OR ITS AFFILIATES, ON THE ONE HAND, NOR SASOL CHEMICALS OR ITS AFFILIATES, ON THE OTHER HAND, SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES IN EXCESS OF COMPENSATORY DAMAGES OF THE OTHER ARISING UNDER THIS AGREEMENT (OTHER THAN ANY SUCH DAMAGES PAYABLE IN CONNECTION WITH A THIRD-PARTY CLAIM TO THE EXTENT AWARDED BY A COURT OF COMPETENT JURISDICTION); PROVIDED THAT THIS SECTION 6.18 SHALL IN NO EVENT IMPAIR OR AFFECT ANY RIGHT OF ANY PERSON TO SEEK ANY REMEDY OR RECOVERY AVAILABLE TO SUCH PERSON UNDER THE PURCHASE AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT, AND THIS SECTION 6.18 DOES NOT WAIVE, AND EACH PARTY EXPRESSLY RETAINS, A RIGHT EITHER TO SEEK SPECIFIC PERFORMANCE OF THIS AGREEMENT OR TO RECOVER

DIRECT DAMAGES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT OR ANY BREACH OR FAILURE TO PERFORM UNDER THIS AGREEMENT.

Section 6.19 *Integrated Agreements*. This Agreement and the other Transaction Documents shall be accepted or rejected as an integrated group and cannot be individually accepted or rejected absent the acceptance or rejection of all Transaction Documents. This Agreement and each other Transaction Document is integrated with, and a necessary component of, each other Transaction Document. Each Party hereby acknowledges and agrees that no Party may assert, nor directly or indirectly induce any other Person to assert, that the Transaction Documents do not represent an integrated transaction.

ARTICLE VII DEFINITIONS

For purposes of this Agreement, the following terms, when utilized in a capitalized form, shall have the following meanings:

“*Acquisition*” has the meaning set forth in the recitals to this Agreement.

“*Action*” has the meaning set forth in the Purchase Agreement.

“*Affiliate*” has the meaning set forth in the Purchase Agreement.

“*Agreement*” has the meaning set forth in the preamble to this Agreement.

“*Assets*” means, with respect to any Person, the assets, properties, facilities, records, claims and rights (including goodwill) of such Person, wherever located (including in the possession of vendors or other third parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible, intangible or contingent, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of such Person, including the following (unless expressly set forth more specifically or to the contrary in this Agreement (including, for the avoidance of doubt, pursuant to the allocation set forth in Section 1.4)):

(a) all accounting and other books, records, ledgers and files whether in print, microfilm, microfiche, computer tape or disc, magnetic tape, electronic, written or any other form;

(b) all apparatus, computers and other electronic data processing and communications equipment, fixtures and related network equipment and peripherals, buildings, structures, improvements, and other real and mixed property (whether operational or nonoperational or owned or leased), machinery, equipment (including shop and office equipment), tools, furniture, automobiles, trucks, motor vehicles and other transportation equipment and other tangible personal property;

(c) all inventories of materials, parts, spare parts, consumables, raw materials, components, supplies, works-in-process and finished goods and products;

(d) (i) all interests in and rights with respect to any capital stock or other Equity Interests of any Subsidiary, Affiliate or any other Person, (ii) all bonds, notes, debentures or other securities issued by any Subsidiary, Affiliate or any other Person, (iii) all loans, advances or other extensions of credit or capital contributions to any Subsidiary, Affiliate or any other Person and (iv) all other investments in securities of any Person;

(e) all license agreements, leases of personal property, open purchase orders for raw materials, supplies, parts or services, unfilled orders for the manufacture and sale of products, and other contracts, agreements or commitments;

(f) all deposits (including security deposits for rent, electricity, telephone or otherwise), letters of credit and performance, prepaid or deferred charges and surety bonds;

(g) all written (including in electronic form) or oral technical information, information data, specifications, research and development information, files, engineering drawings and specifications, operating and maintenance manuals, advertising, marketing and promotional materials, all archival materials and all other printed or written materials and analyses and other information, whether prepared by such Person or by consultants and other third parties;

(h) all Intellectual Property and software;

(i) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, correspondence and lists, product data and literature, artwork, design, formulations and specifications, development and business process files and data, vendor and customer drawings, quality records and reports and other books, records, studies, surveys, reports, plans and documents;

(j) all prepaid expenses, trade credits, trade accounts and other accounts, notes receivable and general intangibles;

(k) all promotional allowances, vendor rebates and similar items;

(l) all intangible rights, inchoate rights, income and royalty interests, transferable rights under warranties made by third parties, indemnities, guaranties and rights accruing under the applicable statute of limitations or prescription;

(m) all rights under Permits, Contracts or agreements, all claims or rights against any Person arising from the ownership of any Asset, all rights in connection with any bids or offers and all Actions, claims, demands, defenses, rights of offset, counterclaims, bankruptcy claims, settlement agreements, choses in action, rights of recovery or similar rights whether sounding in tort, contract or otherwise, whether accrued or contingent;

(n) all rights under insurance policies and all rights in the nature of insurance, indemnification or contribution;

(o) all Cash and Cash Equivalents, bank accounts, brokerage accounts, lock boxes, and other third-party deposit arrangements; and

(p) all interest rate, currency, commodity or other swap, collar, cap or other hedging or similar agreements or arrangements.

“**Assumed Environmental Liabilities**” means those Liabilities listed or described on Schedule 1.5(a)(viii).

“**Assumed Liabilities**” has the meaning set forth in Section 1.5(a).

“**Balance Sheet**” has the meaning set forth in the Purchase Agreement.

“**Business**” means the Transferred Business or the Retained Business, as the context requires.

“**Business Benefit Plans**” has the meaning set forth in the Purchase Agreement.

“**Business Day**” has the meaning set forth in the Purchase Agreement.

“**Business Employees**” has the meaning set forth in the Employee Matters Agreement.

“**Cash and Cash Equivalents**” means all cash and cash equivalents, including checks, commercial paper, treasury bills, cash on deposit and over-the-counter bank deposits, as determined in accordance with IFRS, consistently applied.

“**Closing**” has the meaning set forth in the Purchase Agreement.

“**Closing Date**” has the meaning set forth in the Purchase Agreement.

“**Closing Process and Maintenance Inventory**” has the meaning set forth in the Purchase Agreement.

“**Closing Product Inventory**” has the meaning set forth in the Purchase Agreement.

“**Confidentiality Agreement**” means that certain Confidentiality Agreement between Sasol Limited and Lyondell Chemical Company, dated April 16, 2020, as amended.

“**Contracts**” has the meaning set forth in the Purchase Agreement.

“**Control**” has the meaning set forth in the Purchase Agreement.

“**Convey**” means to assign, transfer, contribute, convey and deliver. Variants of this term, such as “Conveyance,” will have correlative meanings.

“**Direct Claims**” means, collectively, any claims made under this Agreement by (a) any member of the Sasol Group, on the one hand, against any member of the NewCo Group, on the other hand, or (b) by any member of the NewCo Group, on the one hand, against any member of the Sasol Group, on the other hand.

“**Direct Claims Notice**” has the meaning set forth in Section 3.5(a).

“Employee Matters Agreement” has the meaning set forth in the Purchase Agreement.

“Environmental Law” has the meaning set forth in the Purchase Agreement.

“Environmental Liabilities” has the meaning set forth in the Purchase Agreement.

“Equity Interests” has the meaning set forth in the Purchase Agreement.

“Excluded Taxes” means any (a) Taxes relating to, arising out of or resulting from (i) the acquisition, operation, ownership or use of the Retained Assets and (ii) the operation of the Retained Business, and (b) without duplication of the indemnity provisions contained in the Purchase Agreement, Pre-Closing Taxes (as defined under the Purchase Agreement).

“Facilities” means, collectively, the LCCP Cracker Facility, the LDPE Facility, the LLDPE Facility and the UO&I Facilities.

“Forum” has the meaning set forth in Section 6.16(a)(i).

“Governmental Authority” has the meaning set forth in the Purchase Agreement.

“IFRS” means the International Financial Reporting Standards issued by the International Accounting Standards Board (or a predecessor body) and interpretations issued by the IFRS Interpretations Committee (or a predecessor body), each as and to the extent from time to time adopted by the European Union.

“Indebtedness” has the meaning set forth in the Purchase Agreement.

“Indemnifying Party” means any Party which may be obligated to provide indemnification to an Indemnitee pursuant to Article III hereof or any other section of this Agreement.

“Indemnitee” means any Person which may be entitled to indemnification from an Indemnifying Party pursuant to Article III hereof or any other section of this Agreement.

“Insurance Proceeds” means those monies: (a) received by an insured from an insurance carrier; or (b) paid by an insurance carrier on behalf of the insured.

“Intellectual Property” means all intellectual property arising under the Laws of any jurisdiction, including all (a) patents, patent applications, invention disclosures, and statutory invention registrations, including reissues, divisionals, continuations, continuations-in-part, extensions and reexaminations thereof, and any other intellectual property rights in inventions and discoveries (whether or not patentable or reduced to practice), (b) trademarks, service marks, service names, trade dress, slogans, logos, symbols, trade names, brand names and other identifiers of source or goodwill, including registrations and applications for registration thereof and including the goodwill symbolized thereby or associated therewith (collectively, **“Trademarks”**), (c) intellectual property rights in domain names, (d) intellectual property rights in published and unpublished works of authorship, whether copyrightable or not, copyrights therein and thereto, registrations, applications, renewals and extensions therefor, industrial designs, mask works, and any and all rights associated therewith, (e) intellectual property rights in computer data, computer

programs or other software, and databases, in each case whether in source code, object code or other form, and all related documentation, and (f) trade secrets and all other intellectual property rights in confidential or proprietary information (including know-how), and all rights to limit the use or disclosure thereof.

“Investor Member” has the meaning set forth in the preamble to this Agreement.

“Investor Member Assumed Liabilities” has the meaning set forth in Section 1.5(b).

“Investor Member Transferred Assets” means, collectively, (a) the Investor Member Transferred Contracts and (b) the Closing Product Inventory.

“Investor Member Transferred Contracts” has the meaning set forth in Section 1.4(a)(viii).

“Knowledge” has the meaning set forth in the Purchase Agreement.

“Law” has the meaning set forth in the Purchase Agreement.

“LCCP” means the petrochemical complex owned and operated by Sasol Chemicals immediately prior to the Separation Time and located near Lake Charles, Louisiana and commonly referred to as the Lake Charles Chemical Project, which complex was announced in 2014 as an expansion to the then-existing chemical complex owned and operated by Sasol Chemicals and commonly referred to as the Lake Charles Chemical Complex.

“LCCP Cracker Facility” means the ethane cracker facility located in and serving LCCP, an illustration of which is shown as number 050 on the LCCP Facilities and Real Property Map.

“LCCP Facilities and Real Property Map” means the LCCP Facilities and Real Property maps set forth on Section 1.01(c) to the Purchase Agreement Disclosure Schedule.

“LCCP Real Property” has the meaning set forth in the Purchase Agreement.

“LCCP Real Property Conveyance” has the meaning set forth in the Purchase Agreement.

“LDPE Facility” means the low-density polyethylene facility located in or serving LCCP, an illustration of which is shown as number 063 on the LCCP Facilities and Real Property Map.

“Liability” has the meaning set forth in the Purchase Agreement.

“Lien” has the meaning set forth in the Purchase Agreement.

“Litigation Conditions” has the meaning set forth in Section 3.5(c)(ii).

“LLDPE Facility” means the linear low-density polyethylene facility located in or serving LCCP, an illustration of which is shown as number 060 on the LCCP Facilities and Real Property Map.

“**Losses**” means liabilities, damages, penalties, judgments, assessments, Taxes, losses, fines, costs and expenses in any case, whether arising under strict liability or otherwise (including reasonable attorneys’ fees); provided, however, that, subject to the rights and obligations of the parties set forth in Section 3.1(c), Section 3.2(c) and Section 3.3(c), with respect to Direct Claims, “Losses” shall not include attorneys’ fees or other arbitration or litigation expenses (including without limitation experts’ fees and administrative costs) incurred in connection with the prosecution of such Direct Claim under the provisions set forth in Article III or Section 6.16.

“**Material License Agreement**” has the meaning set forth in the Purchase Agreement.

“**NewCo**” has the meaning set forth in the preamble to this Agreement.

“**NewCo Group**” means NewCo, each of its Subsidiaries and their respective Affiliates, but excluding any member of the Sasol Group.

“**NewCo Indemnitees**” means NewCo, the Investor Member, each member of the NewCo Group and all Persons who are or have been shareholders, stockholders, directors, partners, managers, managing members, officers, agents or employees of the Investor Member or any member of the NewCo Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns.

“**NewCo Taxes**” means Taxes relating to, arising out of or resulting from (a) the acquisition, operation, ownership or use of the Transferred Assets; and (b) the operation of the Transferred Business, in each case, excluding any Pre-Closing Taxes (as defined under the Purchase Agreement).

“**NewCo Third-Party Environmental Claim**” has the meaning set forth in Section 3.5(d).

“**Ordinary Course of Business**” has the meaning set forth in the Purchase Agreement.

“**Parties**” means, collectively, Sasol Chemicals, the Investor Member and NewCo.

“**Party**” means any of the Parties referred to individually.

“**Permits**” has the meaning set forth in the Purchase Agreement.

“**Permitted Liens**” has the meaning set forth in the Purchase Agreement.

“**Person**” has the meaning set forth in the Purchase Agreement.

“**Policies**” means all insurance policies, insurance contracts and claim administration Contracts of any kind of Sasol Chemicals and its Subsidiaries (including members of the NewCo Group) and their predecessors which were or are in effect at any time at or prior to the Separation Date, including but not limited to commercial general liability, automobile liability, workers’ compensation and employer’s liability, excess and umbrella liability, aircraft hull and liability, commercial crime (including ERISA bond), property and business interruption, directors’ and officers’ liability, fiduciary liability, errors and omissions, special accident, environmental, inland

and marine, and captive insurance company arrangements, together with all rights, benefits and privileges thereunder.

“Process and Maintenance Inventory” has the meaning set forth in the Purchase Agreement.

“Product Inventory” has the meaning set forth in the Purchase Agreement.

“Purchase Agreement” has the meaning set forth in the recitals to this Agreement.

“Purchase Agreement Disclosure Schedule” means the disclosure schedule attached to the Purchase Agreement.

“Reciprocal Servitudes Agreement” has the meaning set forth in the Purchase Agreement.

“Reorganization” has the meaning set forth in the recitals to this Agreement.

“Retained Assets” has the meaning set forth in Section 1.4(b).

“Retained Benefit Plans” has the meaning set forth in Section 1.4(b)(viii).

“Retained Business” means all businesses and operations (whether or not such businesses or operations are or have been terminated, divested or discontinued) conducted prior to the Separation Time by Sasol Chemicals and its Subsidiaries and that are not included in the Transferred Business.

“Retained Environmental Liabilities” means those Liabilities listed or described on Schedule 1.5(c)(xiii).

“Retained Liabilities” has the meaning set forth in Section 1.5(c).

“Sasol Chemicals” has the meaning set forth in the preamble to this Agreement.

“Sasol Group” means Sasol Chemicals and each of its Subsidiaries, but excluding any member of the NewCo Group.

“Sasol Indemnites” means Sasol Chemicals, each member of the Sasol Group, and all Persons who are or have been shareholders, stockholders, directors, partners, managers, managing members, officers, agents or employees of any member of the Sasol Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns.

“Schedules” means the schedules prepared by the Parties and attached to this Agreement.

“Security Interest” means any mortgage, security interest, pledge, lien, charge, claim, option, indenture, right to acquire, right of first refusal, deed of trust, licenses to third parties, leases to third parties, security agreements, voting or other restriction, right-of-way, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance and other restrictions or limitations on use of real or personal property of any nature whatsoever.

“**Separation Date**” has the meaning set forth in Section 2.1.

“**Separation Time**” has the meaning set forth in Section 2.1.

“**Subsidiary**” of any Person means another Person (other than a natural Person), an aggregate amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of the board of directors or other governing body (or, if there are no such voting interests, fifty (50%) or more of the equity interests of which) is owned directly or indirectly by such first Person.

“**Tax Returns**” has the meaning set forth in the Purchase Agreement.

“**Taxes**” has the meaning set forth in the Purchase Agreement.

“**Third-Party Claim**” has the meaning set forth in Section 3.5(c)(i).

“**Trademarks**” has the meaning set forth in the definition of “Intellectual Property.”

“**Transaction Documents**” has the meaning set forth in the Purchase Agreement.

“**Transfer Documents**” has the meaning set forth in Section 2.3.

“**Transfer Time**” has the meaning set forth in the Employee Matters Agreement.

“**Transferred Assets**” has the meaning set forth in Section 1.4(a).

“**Transferred Books and Records**” has the meaning set forth in Section 1.4(a)(vi)(B).

“**Transferred Business**” means all businesses and operations (whether or not such business or operations are or have been terminated, divested or discontinued) conducted by Sasol Chemicals prior to the Separation Time, that are primarily related to the production of chemicals, including, but not limited to, ethylene and polyethylene, and the provision of other commercial services, in each case, provided at the applicable Facilities.

“**Transferred Employees**” has the meaning set forth in the Employee Matters Agreement.

“**UO&I Facilities**” means, collectively, all utilities, off site and infrastructure facilities solely to the extent owned by the Sasol Group and supporting the Transferred Assets as used in the Ordinary Course of Business prior to the date of this Agreement, including (a) those delineated or described as owned and operated by NewCo on the LCCP Facilities and Real Property Map and (b) the ethane supply, storage and pipelines and infrastructure related thereto and/or related to (x) the underground storage facilities leased by Sasol Chemicals pursuant to that certain Ethane Storage and Transportation Agreement, effective as of April 25, 2014, by and between the Sasol Chemicals and Boardwalk Louisiana Midstream, LLC (such underground storage facilities, the “**Storage Facilities**”) and (y) that certain ethane pipeline owned and operated by Enterprise Liquids Pipeline LLC, commonly called the “Aegis” pipeline (such pipeline, the “**Aegis Pipeline**”). For the avoidance of doubt, the term “UO&I Facilities” shall not include the Storage Facilities or the Aegis Pipeline.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its officers hereunto duly authorized on the day and year first above written.

SASOL CHEMICALS (USA) LLC

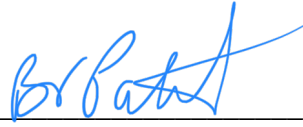
By: 
Name: Jennifer K. Gallagher
Title: Corporate Secretary

**LOUISIANA INTEGRATED
POLYETHYLENE JV LLC**

By: Sasol Chemicals (USA) LLC, its sole member

By: 
Name: Jennifer K. Gallagher
Title: Corporate Secretary

LYONDELLBASELL LC OFFTAKE LLC

By:  _____
Name: Bhavesh V. (Bob) Patel
Title: Chief Executive Officer

DISCLOSURE SCHEDULES

to

BUSINESS SEPARATION AGREEMENT

by and among

SASOL CHEMICALS (USA) LLC,

LOUISIANA INTEGRATED POLYETHYLENE JV LLC

and

LYONDELLBASELL LC OFFTAKE LLC

dated as of

October 1, 2020

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Business Separation Agreement Schedules

Unless the context otherwise requires, capitalized terms used in these disclosure schedules (these “*Schedules*”) but not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Business Separation Agreement (“*Agreement*”), dated as of the date hereof, by and among Sasol Chemicals (USA) LLC, a Delaware limited liability company (“*Sasol Chemicals*”), Louisiana Integrated PolyEthylene JV LLC, a Delaware limited liability company (“*NewCo*”), and LyondellBasell LC Offtake LLC, a Delaware limited liability company (“*Investor Member*”), which has been entered into in connection with the transactions contemplated by that certain Membership Interest Purchase Agreement, dated as of the date hereof, by and among Sasol Chemicals, NewCo, Investor Member, and, solely for purposes of Section 2.07 thereof, Lyondell Chemical Company, a Delaware corporation, and, solely for purposes of Section 6.05 thereof, Sasol Limited, a corporation organized and existing under the laws of the Republic of South Africa.

Certain Defined Terms

For purposes of these Schedules, the following terms, when utilized in a capitalized form, will have the following meanings:

“RCRA Permit” means the Hazardous Waste Post-Closure/HSWA Permit No. LAR000041087-PC/HSWA-RN-1 issued by the Louisiana Department of Environmental Quality with an effective date of August 15, 2012 (and any subsequent or future renewals, amendments or modifications thereof).

“Sasol Lake Charles Site” means the petrochemical complex owned and operated by Sasol Chemicals immediately prior to the Separation Time and located near Lake Charles, Louisiana, but excluding the LCCP Real Property.

“Sasol Retained Units” means, collectively, the following units, as numbered and depicted on the LCCP Facilities and Real Property Map:

- the 020 EO/EG unit (including storage and flare areas);
- the 030 Ziegler Alcohol unit 2 (including storage and flare areas);
- the 035 Guerbet Alcohol unit (including storage and flare areas);
- the 040 ETO units 4 and 5 (including storage and flare areas); and
- the 038 Alumina unit 2 (including storage and flare areas).

Schedule 1.4(a)(ii)
Transferred Assets

1. 985 Raw Water treatment plant (including the 984 raw water pumping station and ancillary equipment and other related infrastructure) located within the LCCP Real Property;
2. 983 Demineralization plant and other ancillary equipment located within the LCCP Real Property;
3. Steam turbine electricity generator (25 MW) located within the LCCP Real Property;
4. 053 HP boilers, including steam distribution infrastructure and condensate return treatment units, ancillary equipment, and other related infrastructure located within the LCCP Real Property;
5. 080 Cooling water assets, including cooling towers, pumps, cooling water distribution infrastructure, and ancillary equipment, located within the LCCP Real Property;
6. 052 Ethylene support assets including the benzene stripper, associated tanks, and ancillary equipment, the wet air oxidation unit and ancillary equipment located within the LCCP Real Property;
7. 981 Firewater ponds, including the pumping station and ancillary equipment, located within the LCCP Real Property;
8. Firewater distribution infrastructure, including monitors, hoses, and ancillary equipment, located within the LCCP Real Property;
9. Potable Water inputs and infrastructure (including sewer infrastructure) located within the LCCP Real Property;
10. 980, 980.1, 980.3, and 980.8 Stormwater ponds, ditches, underground piping, and culverts located within the LCCP Real Property;
11. 982 Wastewater collection, transfer, treatment and processing infrastructure, ancillary equipment and containment area located within the LCCP Real Property;
12. 083 Plant Air and Instrument Air units, ancillary equipment, and distribution infrastructure located within the LCCP Real Property;
13. 995 Michigan Substation and electric distribution and transmission system infrastructure within the LCCP Real Property;
14. Interconnecting pipe racks located within the LCCP Real Property;
15. Maintenance Building (West), including the LDPE Maintenance Building, located within the LCCP Real Property;
16. LLDPE Maintenance Building located within the LCCP Real Property;
17. Laboratory (West) located within the LCCP Real Property;
18. Process control instrumentation and systems associated with the Transferred Assets;

19. Motor control centers located within the LCCP Real Property, other than such motor control centers pertaining entirely to Sasol Retained Units;
20. 078.1 Truck Loading and associated infrastructure located within the LCCP Real Property, excluding any infrastructure primarily used in connection with the Sasol Retained Units;
21. Rail Loading and associated infrastructure located within the LCCP Real Property;
22. Rail track and crossings beginning at the northernmost switch from the KCS SIT yard ending at the LDPE Facility and LLDPE Facility;
23. Boundary fences and gates on the interior perimeter of the LCCP Real Property (excluding boundary fences and gates facing public roads on the external perimeter of the LCCP Real Property);
24. Control Room (West) located within the LCCP Real Property, including all equipment, except equipment in the EO/EG Control Room and the EO/EG Office Space;
25. NaOH and Sulfuric Acid Storage and ancillary equipment located within the LCCP Real Property;
26. Compressors, piping, and ancillary equipment associated with ethylene product balancing, distribution and export within the LCCP Real Property as well as ethylene piping necessary for balancing pressure and flow to and from ethylene storage and customers, regardless of whether such common headers are located on the LCCP Real Property;
27. 082 Natural Gas infrastructure, including pipes, compressors, and ancillary equipment within the LCCP Real Property;
28. 081 Ethylene Flare(s) located within the LCCP Real Property;
29. 081 Storage Flare located within the LCCP Real Property;
30. Utilities pipes (including steam, demineralized water, clarified water, cooling water, wastewater, fire water, potable water, instrument air, and plant air) located within the LCCP Real Property;
31. Hydrogen and Nitrogen pipes located within the within the LCCP Real Property;
32. Process pipes for all process fluids of which NewCo is supplier;
33. Ethane pipes located within the LCCP Real Property;
34. Ethylene pipes for all Facilities and all common headers located within or servicing the LCCP Real Property;
35. All electrical buildings located within the LCCP Real Property, except those pertaining entirely to Sasol Retained Units, within the LCCP Real Property;
36. All network infrastructure (including switches and routers, patch panels, cables, transceivers, chassis and cabinets, firewalls, load balancers, wireless access points, and UPS) and all other equipment to the extent related primarily to the Facilities or the Transferred Business; and
37. Servers and related storage (including applications servers, web servers, database servers, file servers and storage devices) to the extent related primarily to the Facilities or the Transferred Business.

Schedule 1.4(a)(vi)(A)
Transferred Contracts

Ethane: Storage and Transportation Agreements

- Ethane Storage and Transportation Agreement, effective as of April 25, 2014, by and between Sasol Chemicals (USA) LLC and Boardwalk Louisiana Midstream, LLC, as amended
- Storage Lease, effective as of March 31, 2014, by and between Sasol Chemicals (USA) LLC and Mont Belvieu Caverns, LLC, as amended
- Transportation Services Agreement, dated as of April 16, 2013, by and between Sasol North America Inc. and Enterprise Liquids Pipeline LLC
- Connection Agreement, dated as of April 16, 2013, by and between Sasol North America Inc. and Enterprise Liquids Pipeline LLC

Ethylene: Storage, Transportation Swap Agreements

- Ethylene Storage and Transportation Agreement, dated as of April 25, 2014, by and between Sasol Chemicals (USA) LLC and Boardwalk Louisiana Midstream, LLC, as amended

Maintenance and Other Services

- Engineering Services Contract, dated as of August 19, 2016, by and between Sasol Chemicals (USA) LLC and Technip Stone & Webster Process Technology, Inc.

Process Chemicals

- Supply and Purchase Agreement, dated as of March 1, 2017, by and between Sasol Chemicals (USA) LLC and BASF Corporation (Chemical Additives)
- Supply Agreement, dated as of November 1, 2017, by and between Sasol Chemicals (USA) LLC and Specialty Minerals Inc., as amended (Talc)
- Supply Agreement, dated as of January 1, 2017, by and between Sasol Chemicals (USA) LLC and Brenntag Southwest Inc. (Chemicals)
- Supply Agreement, effective as of July 1, 2018, by and between Sasol Chemicals (USA) LLC and 3M Company, through its Advanced Materials Division, as amended (PPA)
- Purchase and Sale Agreement, dated as of September 25, 2018, by and between Sasol Chemicals (USA) LLC and W.R. Grace & Co -Conn (Antiblock)
- Sulfuric Acid Purchase and Supply Agreement, dated as of October 1, 2018, by and between Sasol Chemicals (USA) LLC and Eco Services Operations Corp.
- Master Services Agreement, dated as of November 1, 2016, by and between Sasol Chemicals (USA) LLC and GE Betz, Inc.

- Supply & Purchase Agreement, effective as of May 26, 2017, by and between Sasol Chemicals (USA) LLC and Akzo Nobel Functional Chemicals LLC (Metal Alkyls)
- Supply Contract, effective as of June 1, 2019, by and between Sasol Chemicals (USA) LLC and ARKEMA, Inc.(DMS)
- Caustic Soda Sales Agreement, dated as January 1, 2019, by and between Sasol Chemicals (USA) LLC and Axiall, LLC, a Westlake company (Caustic Soda Membrane)
- Chlorine Sales Agreement, dated as January 1, 2018, by and between Sasol Chemicals (USA) LLC and Axiall, LLC, a Westlake company, as amended (Chlorine Pipeline)
- Supply Agreement, effective as of March 1, 2016, by and between Sasol Chemicals (USA) LLC and Fine Organics (USA), Inc. (Erucamide)
- Supply and Purchase Agreement, dated as of March 22, 2017, by and between Sasol Chemicals (USA) LLC and Lard Oil Company of Acadiana, LLC (Hyper Compressor Oils)
- Sales Contract, dated as of September 23, 2018, by and between Sasol Chemicals (USA) LLC and Olin Corporation (Membrane Caustic Soda)
- Contract of Sale, dated as of July 12, 2019, by and between Sasol Chemicals (USA) LLC and PERIN Resources, LLC (Polymer Grade Propylene)
- Sales and Purchase Contract Agreement, dated as of September 14, 2018, by and between Sasol Chemicals (USA) LLC and Shintech Incorporated (Membrane Caustic Soda)
- Product Sale Contract, dated as of October 15, 2015, by and between Sasol Chemicals (USA) LLC and South Hampton Resources, Inc. (Iso pentane)
- Sales Agreement, dated as of November 9, 2018, by and between Sasol Chemicals (USA) LLC and Texas Aromatics, LP (Polymer Grade Propylene)
- Supply & Purchase Agreement, effective as of November 17, 2017, by and between Sasol Chemicals (USA) LLC and United Initiators, Inc. (Organic Peroxides)
- Catalyst Sales Agreement, executed as of August 11, 2014, by and between Sasol Chemicals (USA) LLC and Univation Technologies, LLC, as amended
- Sales Agreement, effective as of January 1, 2018, by and between Sasol Chemicals (USA) LLC and Addivant USA, LLC, as amended

Railway Agreements, SIT and Rail Car Lease Agreements

- Wash Bay Agreement (the “*Wash Bay Agreement*”), to be entered into prior to the Closing Date, by and between Sasol Chemicals (USA) LLC and Ekim Rail Solutions, LLC and relating to that certain wash bay facility described on Schedule B to that certain Services Agreement, dated July 13, 2015, by and between Sasol Chemicals (USA) LLC and Savage Transportation Management Inc.

UO&I

- Water Reservation Agreement, dated as of July 1, 2013, by and between Sasol North America Inc. and Sabine River Authority, State of Louisiana, as amended
- Industrial Water Sale Agreement, dated as of October 23, 2014, by and between Sasol Chemicals (USA) LLC and Sabine River Authority, State of Louisiana

Intellectual Property Licenses and Agreements

- UNIPOL Polyethylene Technology License Agreement, dated as of December 13, 2012, by and between Sasol North America Inc. and Univation Technologies, LLC, as amended
- High Pressure Polyethylene Technology License Agreement, dated as of December 12, 2012, by and between ExxonMobil Chemical Technology Licensing LLC and Sasol North America Inc.
- License Agreement, dated as of July 18, 2013, by and between Technip Stone & Webster Process Technology, Inc. and Sasol Chemicals (USA) LLC, as amended

Schedule 1.4(a)(vi)(E)
Transferred Tangible Personal Property

1. All office furniture, fixtures and equipment in (a) the Main Administration Building (second floor offices) and (b) any other building located on the LCCP Real Property, including, but not limited to, the West Laboratory, West Maintenance Building and Control Room;
2. Laptop computers, mobile phones, and tablets assigned to employees to be transferred to NewCo pursuant to the Employee Matters Agreement; and
3. Desktop computers, desktop phones, printers, scanners and other technology hardware primarily used in the operation of the Facilities or assigned to employees whom are be transferred pursuant to the Employee Matters Agreement.

**Schedule 1.4(a)(vi)(G)
Transferred Vehicles**

| NO. | UNIT | DESCRIPTION | LEASE START DATE | LEASE END DATE | LICENSE PLATE or EQUIPMENT NO. | VIN NUMBER |
|-----|---------------|--------------------------------------|------------------|----------------|--------------------------------|-------------------|
| 1. | UO&I OPS | 17 FORD 15-PASS VAN | 01/03/18 | 01/03/21 | 112BTQ | 1FBZX2ZM4HKA86504 |
| 2. | EAST MAINT. | 18 FORD 2WD CREW CAB TRUCK | 01/04/18 | 01/04/21 | C601968 | 1FTEW1CB8JKC51779 |
| 3. | EAST MAINT. | 18 FORD 2WD CREW CAB TRUCK | 01/04/18 | 01/04/21 | C602016 | 1FTEW1CBXJKC33462 |
| 4. | UO&I OPS | 18 FORD FWD F150-SILVER | 01/04/18 | 01/04/21 | C603535 | 1FTEW1EPXJKC60265 |
| 5. | CRACKER OPS | 17 FORD 2WD TRUCK | 01/11/18 | 01/11/21 | C603598 | 1FTEW1CB8JKC81557 |
| 6. | SITE SERVICES | 17 FORD 15 PASSENGER VAN | 01/11/18 | 01/11/21 | 924BTP | 1FBAX2CM6JKA25540 |
| 7. | R&S | 18 FORD F150 CREW CAB TRUCK | 01/19/18 | 01/19/21 | C603575 | 1FTEW1CP9JKC46991 |
| 8. | SITE SERVICES | 17 FORD 15-PASS VAN | 01/30/18 | 01/30/21 | 715BTQ | 1FBZX2ZMXHKA89388 |
| 9. | EAST MAINT. | 18 FORD 2WD CREW CAB TRUCK LEASE | 01/30/18 | 01/30/21 | C603925 | 1FTEW1CB6JKC61985 |
| 10. | COMM | 18 FORD 2WD CREW CAB TRUCK | 02/02/18 | 02/02/21 | C604156 | 1FTEW1CB0JKD29052 |
| 11. | RELIABILITY | 18 FORD F150 CREW CAB TRUCK LEASE | 02/02/18 | 02/02/21 | C608612 | 1FTEW1CB9JKD29051 |
| 12. | TECH SERV | 17 FORD ESCAPE | 02/14/18 | 02/14/21 | 146BTR | 1FMCU0F70HUD59953 |
| 13. | UO&I | 18 FORD F150 4WD CREW CAB TRUCK | 02/28/18 | 02/28/21 | C608660 | 1FTEW1EBXJFB95642 |
| 14. | UO&I | 18 FORD F150 2WD CREW CAB TRUCK | 03/01/18 | 03/01/21 | C608655 | 1FTEW1CP7JKD41016 |
| 15. | MAINT W. | 18 FORD F150 CREW CAB TRUCK | 03/26/18 | 03/26/21 | C608871 | 1FTEW1CP0JKD49894 |
| 16. | MAINT W. | 18 FORD F150 CREW CAB TRUCK | 03/27/18 | 03/27/21 | C608897 | 1FTEW1CBXJKD02621 |
| 17. | MAINT W. | 18 FORD F150 4WD CREW CAB TRUCK | 03/27/18 | 03/27/21 | C722751 | 1FTEW1E53JKD29053 |
| 18. | MAINT W. | 18 FORD F150 CREW CAB TRUCK | 03/28/18 | 03/28/21 | C722750 | 1FTEW1CB6JKD02616 |
| 19. | MAINT W. | 18 FORD F150 CREW CAB TRUCK | 03/28/18 | 03/28/21 | C608896 | 1FTEW1CB8JKD02620 |
| 20. | MAINT W. | 18 FORD F150 CREW CAB TRUCK | 03/28/18 | 03/28/21 | C722749 | 1FTEW1CB1JKC07963 |

| NO. | UNIT | DESCRIPTION | LEASE START DATE | LEASE END DATE | LICENSE PLATE or EQUIPMENT NO. | VIN NUMBER |
|-----|---------------|----------------------------------|------------------|----------------|--------------------------------|-------------------|
| 21. | RELIABILITY | 18 FORD F150 2WD CREW CAB TRUCK | 04/03/18 | 04/03/21 | C722773 | 1FTEW1CB3JKC61975 |
| 22. | EAST MAINT. | 18 FORD TRANSIT VAN TRUCK | 04/16/18 | 04/16/21 | 202CIF | 1FBZX2YM7JKA28765 |
| 23. | MAINT W. | 18 FORD F150 2WD CREW CAB TRUCK | 04/20/18 | 04/20/21 | C722925 | 1FTEW1CBXJKD03218 |
| 24. | SITE SERVICES | 18 FORD F150 4WD CREW CAB TRUCK | 04/20/18 | 04/20/21 | C722874 | 1FTEW1EB8JKD66685 |
| 25. | MAINT W. | 18 FORD F150 CREW CAB W. PWR PKG | 05/09/18 | 05/09/21 | C723179 | 1FTEW1CBXJKE28025 |
| 26. | MAINT W. | 18 FORD F150 CREW CAB W. PWR PKG | 05/09/18 | 05/09/21 | C723180 | 1FTEW1CB7JKE21338 |
| 27. | SITE SERVICES | 18 FORD TRANSIT VAN | 05/09/18 | 05/09/21 | 621CIF | 1FBZX2ZM7JKA42079 |
| 28. | MAINT W. | 18 F150 CREW CAB | 05/15/18 | 05/15/21 | C723228 | 1FTEW1CB3JKE28027 |
| 29. | MAINT W. | 18 F150 CREW CAB | 05/15/18 | 05/15/21 | C723229 | 1FTEW1CB1JKE28026 |
| 30. | MAINT W. | 18 F150 CREW CAB | 05/15/18 | 05/15/21 | C723339 | 1FTEW1CB5JKE28028 |
| 31. | MAINT W. | 18 FORD F150 TRUCK | 06/01/18 | 06/01/21 | C723450 | 1FTEW1CB6JKE28023 |
| 32. | CRACKER | 18 FORD F150 TRUCK | 06/14/18 | 06/14/21 | C723639 | 1FTEW1CP3JKD98555 |
| 33. | ENVIRONMENTAL | 18 Ford Escape | 06/22/18 | 06/22/21 | 905CIG | 1FMCU0F79JUC77757 |
| 34. | SITE SERVICES | 18 F150 4WD CREW CAB | 07/05/18 | 07/05/21 | C723934 | 1FTEW1E57JKE55545 |
| 35. | MAINT W. | 18 F150 CREW CAB | 07/18/18 | 07/18/21 | C779504 | 1FTEW1CB0JKE68954 |
| 36. | MAINT W. | 18 F150 CREW CAB | 08/09/18 | 08/09/21 | C789760 | 1FTEW1CB7JFD41174 |
| 37. | RELIABILITY | 18 F150 CREW CAB 2WD | 08/24/18 | 08/24/21 | C789889 | 1FTEW1CB7JKF00878 |
| 38. | IM | 18 F-150 CREW CAB | 09/24/18 | 09/24/21 | C813238 | 1FTEW1CB3JFD41172 |
| 39. | RELIABILITY | 18 F-150 4X4 CREW CAB | 11/27/18 | 11/27/21 | C843065 | 1FTEW1EBXJKF19440 |
| 40. | RELIABILITY | 18 F-150 4X4 CREW CAB | 11/27/18 | 11/27/21 | C843066 | 1FTEW1EBXJFD41182 |
| 41. | RELIABILITY | 18 F-150 4X4 CREW CAB | 11/27/18 | 11/27/21 | C843063 | 1FTEW1EB3JKF19439 |
| 42. | RELIABILITY | 18 F-150 4X4 CREW CAB | 11/28/18 | 11/28/21 | C843064 | 1FTEW1EB5JKF11844 |
| 43. | MAINT W. | 18 F-150 4X2 CREW CAB | 12/19/18 | 12/19/21 | C848219 | 1FTEW1CB2JKF19435 |

| NO. | UNIT | DESCRIPTION | LEASE START DATE | LEASE END DATE | LICENSE PLATE or EQUIPMENT NO. | VIN NUMBER |
|-----|-----------------|-------------------------------|------------------|----------------|--------------------------------|--------------------|
| 44. | MAINT W. | 18 F-150 4X2 CREW CAB | 12/19/18 | 12/19/21 | C848214 | 1FTEW1CB8JKF00873 |
| 45. | MAINT W. | 18 F-150 4X2 CREW CAB | 12/29/18 | 12/29/21 | C849636 | 1FTEW1CB3JKF75500 |
| 46. | RELIABILITY | 18 F-150 4X2 CREW CAB | 01/04/19 | 01/04/22 | C849631 | 1FTEW1CB7JFE78664 |
| 47. | RELIABILITY | 18 F-150 4X2 CREW CAB | 01/22/19 | 01/22/22 | C849801 | 1FTEW1CB9JKF34806 |
| 48. | MAINT W. | 18 F150 2WD CREWCAB | 02/14/19 | 02/14/22 | C853595 | 1FTEX1CB9JJKG04088 |
| 49. | UO&I | 19 Ford F-150 XL 2WD CREW CAB | 01/16/20 | 01/16/23 | C985019 | 1FTEW1CB9KKF01936 |
| 50. | UO&I | 19 Ford F-150 XL 2WD CREW CAB | 01/17/20 | 01/17/23 | C985024 | 1FTEW1CB7KFC64100 |
| 51. | RELIABILITY | 20 Ford F-150 | 03/02/20 | 03/20/23 | N/A | 1FTEW1CB9LFA13449 |
| 52. | RELIABILITY | 20 Ford F-150 | 03/02/20 | 03/20/23 | N/A | 1FTEW1CB3LFA13446 |
| 53. | MAINT W. | 20 Ford F-150 | 04/06/20 | 04/06/23 | N/A | 1FTEW1CB7LFA13448 |
| 54. | Laboratory Pool | Ford F-150 | N/A | N/A | C722748 | 1FTEW1CBXJKD67579 |
| 55. | Laboratory Pool | Ford F-150 | N/A | N/A | C722768 | 1FTEW1CB0JKD66604 |
| 56. | Ethylene II | Gator | N/A | N/A | N/A | 1M0550TBLEM032296 |
| 57. | Ethylene II | Gator | N/A | N/A | N/A | 1M0550TBTEM032188 |
| 58. | Ethylene II | Gator | N/A | N/A | N/A | 1M0550TBPEM032645 |
| 59. | UOI | 2 PASSENGER CART | N/A | N/A | CRT3030 | N/A |
| 60. | CRACKER | 4 PASSENGER CART | N/A | N/A | CRT3309 | N/A |
| 61. | ROTATING | 4 PASSENGER CART | N/A | N/A | CRT3385 | N/A |
| 62. | CRACKER | 4 PASSENGER CART | N/A | N/A | CRT3565 | N/A |
| 63. | CRACKER | 4 PASSENGER CART | N/A | N/A | CRT3569 | N/A |
| 64. | ROTATING | 4 PASSENGER CART | N/A | N/A | CRT3726 | N/A |
| 65. | UOI | 4 PASSENGER CART | N/A | N/A | CRT3732 | N/A |
| 66. | LDPE | 4 PASSENGER CART | N/A | N/A | CRT3744 | N/A |
| 67. | CRACKER | 4 PASSENGER CART | N/A | N/A | CRT3754 | N/A |
| 68. | LDPE | 4 PASSENGER CART | N/A | N/A | CRT3764 | N/A |
| 69. | CRACKER | 4 PASSENGER CART | N/A | N/A | CRT3786 | N/A |

| NO. | UNIT | DESCRIPTION | LEASE START DATE | LEASE END DATE | LICENSE PLATE or EQUIPMENT NO. | VIN NUMBER |
|-----|---------|------------------|------------------|----------------|--------------------------------|------------|
| 70. | LDPE | XL PICKUP TRUCK | N/A | N/A | TK4P939 | N/A |
| 71. | UOI | XL PICKUP TRUCK | N/A | N/A | TK4Q059 | N/A |
| 72. | LLDPE | XL PICKUP TRUCK | N/A | N/A | TK4Q222 | N/A |
| 73. | LLDPE | 4 PASSENGER CART | N/A | N/A | CRT3341 | N/A |
| 74. | LLDPE | 4 PASSENGER CART | N/A | N/A | CRT3568 | N/A |
| 75. | LDPE | 4 PASSENGER CART | N/A | N/A | CRT3586 | N/A |
| 76. | LDPE | 4 PASSENGER CART | N/A | N/A | CRT3655 | N/A |
| 77. | CRACKER | 4 PASSENGER CART | N/A | N/A | CRT3759 | N/A |

**Schedule 1.4(a)(vi)(H)
Transferred Inventory**

None.

Schedule 1.4(a)(vi)(J)
Transferred Intellectual Property

None.

**Schedule 1.4(a)(vii)
Transferred Actions**

None.

Schedule 1.4(a)(viii)
Investor Member Transferred Contracts

Railcar and Railroad Related

- Equipment Lease, dated as of August 19, 2016, by and between Sasol Chemicals (USA) LLC and Wells Fargo Rail Corporation, and all riders thereto (956 Rail Hopper Cars)
- Equipment Lease, dated as of December 28, 2018, by and between Sasol Chemicals (USA) LLC and Banc of America Leasing & Capital, and all riders thereto (349 Rail Hopper Cars)
- Equipment Lease, dated as of September 12, 2019, by and between Sasol Chemicals (USA) LLC and Investors Bank, and all riders thereto (95 Rail Hopper Cars)
- Master Railcar Lease Agreement (Net), dated as of June 9, 2020, by and between Sasol Chemicals (USA) LLC and Progress Rail Leasing Corporation, and all riders thereto (350 Rail Hopper Cars)
- Master Net Lease Agreement, dated as of June 1, 2020, by and between Sasol Chemicals (USA) LLC and SMBC Rail Services LLC, and all riders thereto (150 Rail Hopper Cars)
- Certain riders, and only those specific riders, to that certain Car Service Agreement, dated as of January 1, 1986, by and between Vista Chemical Company, as predecessor-in-interest to Sasol Chemicals (USA) LLC, and Union Tank Car Company (Rail Tank Cars), as set forth immediately below:
 - Rider No. 24 (22 Railcars)
 - Rider No. 51 (7 Railcars)
 - Rider No. 61 (15 Railcars)
 - Rider No. 71 (3 Railcars)
 - Rider No. 92 (9 Railcars)
 - Rider No. 100 (7 Railcars)
 - Rider No. 114 (15 Railcars)
 - Rider No. 115 (4 Railcars)
 - Rider No. 123 (12 Railcars)
- A certain rider, and only that specific rider, to that certain Railroad Car Lease Agreement, dated as of December 1, 2006, by and between Sasol Chemicals North America, LLC and Trinity Industries Leasing Company (Rail Tank Cars), as set forth immediately below:
 - Rider 5 (25 Railcars)

Bagging Services and Related

- Services Agreement, dated as of May 27, 2014, by and between Sasol Chemicals (USA) LLC and Frontier Logistics, L.P., as amended
- Dedicated Drayage Services Agreement, dated as of February 1, 2019, by and between Sasol Chemicals (USA) LLC and Frontier Logistics, L.P.

- Services Agreement, dated as of July 1, 2014, by and between Sasol Chemicals (USA) LLC and TCI Plastics, LLC (conducting business as TCI Packaging), as amended
- Equipment Agreement, dated as of June 25, 2019, by and between Sasol Chemicals (USA) LLC and Transportation Consultants, Inc. (TCI)

Ethylene Storage and Distribution¹

- Transportation and Storage Agreement, dated as of May 9, 2011, by and between Sasol North America Inc. and PetroLogistics Olefins LLC, as predecessor-in-interest to Boardwalk Louisiana Midstream, LLC, as amended (Ethylene Storage and Transportation Agreement (Choctaw))
- Volume Commitment Agreement, dated as of August 29, 2016, by and between Sasol Chemicals (USA) LLC and Boardwalk Petrochemical Pipeline, LLC, as amended (Evangeline line)

Polymer Sales Related

- Distributorship Agreement (LL-LD), dated as of March 1, 2018, by and between Sasol Chemicals North America LLC and Tricon Dry Chemicals LLC (VDR #5.2.3.3.20.1)
- Distributorship Agreement (LL-LD), dated as of March 2, 2018, by and between Sasol Chemicals North America LLC and Snetor US Inc. (VDR #5.2.3.3.20.2)
- Product Sales Agreement with Consignment (LL), dated as of January 1, 2019, by and between Sasol Chemicals North America LLC and Zummit Plastics (VDR #5.2.3.3.21.14)
- Product Sales Agreement (LL-LD), dated as of January 1, 2019, by and between Sasol Chemicals North America LLC and Berry Global Inc. (VDR #5.2.3.3.21.3)
- Product Sales Agreement (LL), dated as of February 1, 2020, by and between Sasol Chemicals North America LLC and Intertape Polymers Group (IPG) (VDR #5.2.3.3.21.4)
- Product Sales Agreement (LL-LD), dated as of June 1, 2020, by and between Sasol Chemicals North America LLC and Plastilene SAS (VDR #5.2.3.3.21.9)
- Distributorship Agreement (LL-LD), dated as of June 19, 2019, by and between Sasol Chemicals North America LLC and Snetor US Inc. (VDR #5.2.3.3.22.4)
- Distributorship Agreement (LL-LD-HD), dated as of September 1, 2018, by and between Sasol Chemicals North America LLC and Trademark Plastics Corp (VDR #5.2.3.3.22.5)
- Distribution Agreement (LL-LD), dated as of March 1, 2018, by and between Sasol Chemicals North America LLC and Tricon Dry Chemicals LLC (Africa) (VDR #5.2.3.3.22.6)
- Distributorship Agreement (LL-LD), dated as of November 1, 2017, by and between Sasol Chemicals North America LLC and Vinmar Plastichem S de RL de CV (VDR #5.2.3.3.22.7)
- Distribution Agreement (LL-LD), dated as of May 1, 2019, by and between Sasol Chemicals North America LLC and Tricon Dry Chemicals LLC (Brazil) (VDR #5.2.3.3.22.8)

¹ From Closing, the Investor Member will work with Sasol Chemicals to provide Sasol Chemicals reasonable access to the facilities covered by the agreements listed under the “Ethylene Storage and Distribution” header.

- Product Sales Agreement (LL-LD), dated as of January 29, 2020, by and between Sasol Chemicals Pacific LTD and Thong Guan Plastic and Paper Industries Sdn Bhd (VDR #5.2.3.3.23.9)
- Distributorship Agreement (LL-LD), dated as of December 6, 2018, by and between Sasol Chemicals Pacific LTD and Shine Wise Enterprise Co Ltd (VDR #5.2.3.3.24.2)
- Distributorship Agreement (LL-LD), dated as of April 24, 2018, by and between Sasol Chemicals Pacific LTD and OPEC Plastic JSC (VDR #5.2.3.3.24.5)
- Distributorship Agreement (LL-LD), dated as of April 25, 2018, by and between Sasol Chemicals Pacific LTD and TCS International Trading & Akino (VDR #5.2.3.3.24.6)
- Distributorship Agreement (LL-LD), dated as of March 26, 2018, by and between Sasol Chemie GmbH & Co KG and Biesterfeld Plastics and others (VDR #5.2.3.3.26.1)
- Distributorship Agreement (LL-LD), dated as of June 15, 2018, by and between Sasol Chemie GmbH & Co KG and Bruj Intenational B.V. (VDR #5.2.3.3.26.2)
- Distributorship Agreement (LD-LL), dated as of March 13, 2018, by and between Sasol Chemie GmbH & Co KG and JL Goor Materials Ltd (VDR #5.2.3.3.26.3)
- Distributorship Agreement (LL-LD), dated as of July 1, 2018, by and between Sasol Chemie GmbH & Co KG and Nexeo Solutions Europe B.V (VDR #5.2.3.3.26.4)
- Distributorship Agreement (LL-LD), dated as of March 3, 2018, by and between Sasol Chemie GmbH & Co KG and Orbit Polymers S.A (VDR #5.2.3.3.26.6)

Schedule 1.4(b)(ii)
Retained Assets

1. Truck Dispatch Center located within the Sasol Lake Charles Site;
2. Catalyst and Chemicals Warehouse located within the Sasol Lake Charles Site;
3. MRO (West) Warehouse located within the Sasol Lake Charles Site;
4. Rail tracks and crossings located within the Sasol Lake Charles Site;
5. Security Building and guard shacks located within the Sasol Lake Charles Site;
6. South Weigh-in-Motion rail scale located within the Sasol Lake Charles Site;
7. Administration Building located within the Sasol Lake Charles Site;
8. All equipment in the EO/EG Control Room and the EO/EG Office Space located inside the Control Room (West) building;
9. All ethylene oxide and oxygen pipes;
10. Process pipes for all process fluids of which Sasol Chemicals is supplier;
11. Hydrogen and Nitrogen pipes located within the Sasol Lake Charles Site;
12. Utilities pipes (including steam, demineralized water, clarified water, cooling water, wastewater, fire water, potable water, instrument air, and plant air) located within the Sasol Lake Charles Site;
13. The Sasol Retained Units including all Sasol Retained Facilities as indicated on the LCCP Facilities and Real Property Map;
14. Electrical buildings located within the LCCP Real Property pertaining entirely to Sasol Retained Units;
15. All emergency notification systems required for coordinated effort by Sasol Chemicals or Sasol Chemicals' provision of emergency services pursuant to the Onsite Services Agreement;
16. The RCRA Permit;
17. Thermal oxidizer EQT 0771 (Guerbet Alcohol Storage Area) within the Sasol Lake Charles Site;
18. Hexene supply infrastructure including rundown and storage tanks within the Sasol Lake Charles Site and pipes up to the battery limits of NewCo units;
19. Packaging supplies containing or displaying any trademarks or other marks of the Sasol Group; and
20. Inventory of packaged polyethylene products.

Schedule 1.4(b)(iii)
Retained Third-Party Rights

1. Third party claims related to the explosion at the LDPE Facility in January 2020;
2. Claims related to predecessors in interest;
3. All claims related to collections or sales occurring prior to the Separation Date;
4. Bankruptcy claims related to sales occurring prior to the Separation Date; and
5. Any affirmative claims against vendors/service providers related to activities occurring prior to the Separation Date.

**Schedule 1.4(b)(iv)
Retained Accounts**

1. Product exchange receivables;
2. Quality Jobs Tax Incentive receivables; and
3. Tax refund receivables for Taxes relating to any taxable period ending on or prior to the Closing Date and for the portion of any Straddle Period (as defined in the Purchase Agreement) ending on (and including) the Closing Date.

**Schedule 1.4(b)(vii)
Retained Actions**

| <u>Claimant</u> | <u>Unit(s)</u> | <u>Description of Disputes</u> | <u>Status</u> |
|--|--|---|--|
| Apache Industrial Services, Inc. | UO&I Facilities, LCCP Cracker Facility, LLDPE Facility, LDPE Facility | Breach of contract claims relating to gate log analysis and productivity, rental fees, loss of opportunity, damages, extra transport on scaffolding equipment | In arbitration—final hearing May 2021 |
| Graywolf Integrated Construction Co. f/k/a Titan Contracting and Leasing Co., Inc. | Unit 081: LDPE Facility, LLDPE Facility, LCCP Cracker Facility ground flares | Breach of contract claims relating to extension of time issues | Arbitration filed/senior management meeting pending |
| Graywolf Integrated Construction Co. flkla Titan Contracting and Leasing Co., Inc. | UO&I Facilities | Breach of contract claims relating to extension of time issues | Arbitration filed/senior management meeting pending |
| Mitsui Engineering & Shipbuilding Co., Ltd. | LDPE Facility | Construction defects and failure to pay liquidated damages | Senior management meeting on hold during LDPE Facility restoration |
| Yanda (Haimen) Heavy Equipment Manufacturing Co., Ltd. | LCCP Cracker Facility | Disputes relating to defects and outstanding payments | Senior management meeting pending |
| PCL Industrial Construction Co. | LCCP Cracker Facility, LDPE Facility | Disputes relating to defects | Senior management meeting pending |
| Mammoet | All units—claim is on the LDPE Facility | Disputes relating to defects | Notified of possible claim |
| Cimolai S.p.A. | Ziegler, LDPE Facility | Disputes relating to liquidated damages and outstanding payments | Notified of possible claim |
| Kansas City Southern Railway Company | All LCCP units | Breach of contract claim relating to the number of track feet that Sasol is required to pay for under its lease of the KCS SIT Yard. | In litigation- trial scheduled for September 2021 |

Schedule 1.4(b)(ix)
Retained Contracts

Ethane Supply

- Ethane Purchase and Sale Agreement, effective as of April 1, 2014, by and between Sasol Chemicals (USA) LLC and Enterprise Products Operating LLC, as amended
- Ethane Purchase and Sale Agreement, effective as of April 1, 2017, by and between Sasol Chemicals (USA) LLC and Lone Star NGL Marketing LLC
- Ethane Supply Agreement, dated as of August 13, 2014, by and between Sasol Chemicals (USA) LLC and ONEOK Hydrocarbon, L.P., as amended
- Ethane Supply Agreement, dated as of March 26, 2020, by and between Sasol Chemicals (USA) LLC and ONEOK Hydrocarbon, L.P.
- Ethane Supply Agreement, effective as of July 15, 2014, by and between Sasol Chemicals (USA) LLC and Range Resources - Appalachia, LLC, as amended
- Contract, effective as of December 1, 2009, by and between Sasol North America Inc. and ConocoPhillips Company
- Ethane Supply Agreement, effective as of July 11, 2017, by and between Sasol Chemicals (USA) LLC and Williams Energy Resources LLC, as amended

Ethane Storage and Distribution

- Ethane Storage Agreement, dated as of September 1, 2013, by and between Sasol North America Inc. and Lone Star NGL Mont Belvieu LP, as amended
- Product Storage Agreement, effective as of January 1, 2006, by and between Sasol North America Inc. and Targa Midstream Services Limited Partnership, as amended
- Pipeline Use Agreement, dated as of December 9, 2003, by and between Sasol North America Inc. and Lone Star NGL Mont Belvieu LP, as successor-in-interest to ConocoPhillips Company, as amended
- Ethane Connection Agreement, dated as of August 20, 2012, by and between Sasol North America Inc. and Williams Olefins Feedstock Pipelines, L.L.C., as amended
- Pump Station/Valve Site Lease Agreement, dated as of October 1, 2004, by and between Sasol North America Inc. and the individual lessors from time to time party thereto

Ethylene Storage and Distribution

- Ethylene Storage and Throughput Agreement, dated as of January 1, 2020, by and between Sasol Chemicals (USA) LLC and NOVA Chemicals Olefins, LLC
- Ethylene Exchange Contract, dated effective January 1, 2019, by and between Sasol Chemicals (USA) LLC and Shell Chemical LP

Co-products Sales

- Crude Butadiene Purchase Agreement, dated as of January 1, 2017, by and between Sasol Chemicals North America, LLC and TPC Group LLC, as amended (LCCC)
- Crude Butadiene Purchase Agreement, dated as of April 1, 2017, by and between Sasol Chemicals North America, LLC and TPC Group LLC, as amended
- Product Sales Agreement, effective as of November 1, 2009, by and between Sasol Chemicals North America, LLC and Enterprise (LCCC Refinery Grade Propylene)
- Product Sales Agreement, dated as of May 9, 2019, by and between Sasol Chemical North America, LLC and Knight-ChemStar, Inc. (LCCP Refinery Grade Propylene)
- Light Aromatic Condensate Purchase and Sales Agreement, dated as of June 15, 1998, by and between Condea Vista Chemicals, as predecessor-in-interest to Sasol Chemical North America, LLC and Texas Aromatics, Inc., as amended (LCCC and LCCP)
- Purchase Agreement, dated as of January 1, 2010, by and between Sasol North America, Inc. and Texas Aromatics, LP, as amended (LCCC and LCCP HAD)
- Product Sales Agreement, dated as of October 2, 2018, by and between Sasol Chemical North America, LLC and Perin Resources LLC (LCCP Refinery Grade Propylene)

Ethylene Sales

- Product Sales Agreement, dated as of May 21, 2019, by and between Sasol Chemicals North America, LLC and Pasadena Performance Products, LP (Ethylene Sales Agreement)
- Ethylene Sales Agreement, dated as of July 1, 2018, by and between Sasol Chemicals (USA) LLC and Shintech Louisiana, LLC
- Ethylene Supply Agreement, dated as of March 1, 2020, by and between Sasol Chemicals North America, LLC and Formosa Plastics Corporation, USA

Oxygen, Nitrogen, Hydrogen and Off-Gases

- Pipeline Hydrogen Supply Agreement, dated as of August 18, 2015, by and between Sasol Chemicals (USA) LLC and Praxair, Inc.
- Gaseous Oxygen Supply and Sales Agreement, dated as of May 14, 2009, by and between Sasol North America Inc. and Air Liquide Large Industries U.S. LP
- Gaseous Nitrogen Supply and Sales Agreement, dated as of May 14, 2009, by and between Sasol North America Inc. and Air Liquide Large Industries U.S. LP
- Oxygen and Nitrogen Supply Agreement, effective August 12, 2014, by and between Sasol Chemicals (USA) LLC and Matheson Tri-Gas, Inc., as amended
- Hydrogen Off-Gas Exchange, Purchase, and Sale Agreement, effective as of February 1, 2002, by and between Sasol North America Inc. and Conoco Inc., as amended

- High Purity Hydrogen Purchase and Sale Agreement, effective as of May 14, 1999, by and between Condea Vista Company and Conoco Inc.

Utilities Related

- Agreement for Electric Service, dated as of December 2, 2013, by and between Sasol North America Inc. and Entergy Gulf States Louisiana, L.L.C., as amended
- Natural Gas Supply Agreement, dated as of August 1, 2004, by and between Sasol North America Inc. and Targa Louisiana Field Services LLC, as amended
- Natural Gas Supply Agreement, dated as of October 1, 2014, by and between Sasol North America Inc. and Targa Midstream Services LLC
- Base Contract for Sale and Purchase of Natural Gas, dated as of November 10, 2015, by and between Sasol Chemicals (USA) LLC and BG Energy Merchants, LLC, as successor-in-interest to Shell Energy North America (US), L.P.
- Master Services Agreement, dated as of September 7, 2016, by and between Sasol Chemicals (USA) LLC and Athlon Solutions LLC (Water Treatment)
- Services and Supply Agreement, dated as of November 12, 1999, by and between Condea Vista Company and Georgia Gulf Corporation

Process Chemicals

- Metals Lease Agreement, dated as of September 1, 2005, by and between Sasol North America Inc. and Mitsubishi International Corp
- Product Sale and Supply Agreement, dated as of April 11, 2019, by and between Sasol Chemicals (USA) LLC and Airgas USA LLC (Cylinder gases)

Maintenance, Warehouse and Staffing Related

- General Services Contract, dated as of August 1, 2017, by and between Sasol Chemicals (USA) LLC and RelaDyne - Pumpelly Oil Company
- Master Lease and Maintenance Agreement, dated as of June 10, 2016, by and between Sasol Chemicals (USA) LLC and American Equipment Company, Inc. (Ameco)
- Engineering Services Contract, dated as of October 9, 2015, by and between Sasol Chemicals (USA) LLC and Burrow Global Services, LLC
- General Services Contract, dated as of July 24, 2018, by and between Sasol Chemicals (USA) LLC and DNOW L.P.
- General Services Contract, dated as of March 27, 2014, by and between Sasol North America Inc. and Ron Williams Construction, as successor-in-interest to Excel Contractors
- Engineering Services Contract, dated as of September 9, 2008, by and between Sasol North America Inc. and Levingston Engineers Inc., as amended

- General Services Contract, dated as of February 26, 2019, by and between Sasol Chemicals (USA) LLC and Meitec, Inc., as amended
- Engineering Services Contract, dated as of January 15, 2014, by and between Sasol North America Inc. and Mistras Group Inc., as amended
- Engineering Services Contract, dated as of April 8, 2019, by and between Sasol Chemicals (USA) LLC and Recon Management Services Inc.
- Master Services Agreement, dated as of July 1, 2018, by and between Sasol Chemicals (USA) LLC and Turner Industries Group, LLC, as amended
- Independent Staffing Agreement, dated as of May 12, 2020, by and between Sasol Chemicals (USA) LLC and TRS Staffing Solutions, Inc., as amended
- Operating Services Agreement, dated as of December 13, 2017, by and between Sasol Chemicals (USA) LLC and DHL Supply Chain (USA), as amended
- Storage Lease Agreement, dated as of February 12, 2016, by and between Sasol Chemicals (USA) LLC and Tulco II, LLC

Railcar and Railroad Related

- Car Service Agreement, dated as of January 1, 1986, by and between Vista Chemical Company, as predecessor-in-interest to Sasol Chemicals (USA) LLC, and Union Tank Car Company, (Rail Tank Cars)
 - Rider A065 (2 Railcars)
 - Rider A070 (2 Railcars)
 - Rider A101 (9 Railcars)
 - Rider A102 (4 Railcars)
 - Rider A107 (10 Railcars)
 - Rider A116 (6 Railcars)
 - Rider A128 (107 Railcars)
 - Rider A135 (100 Railcars)
- Railroad Car Lease Agreement, dated as of December 1, 2006, by and between Sasol Chemicals North America, LLC and Trinity Industries Leasing Company, (Rail Tank Cars)
 - Rider 1 (2 Railcars)
 - Rider 2 (5 Railcars)
 - Rider 3 (15 Railcars)
 - Rider 4 (17 Railcars)
- Railcar Fleet Management Agreement, dated as of January 1, 2017, by and between Sasol Chemicals (USA) LLC and AllTranstek, LLC

- Transportation Master Agreement (KCS-5535), dated as of November 1, 2017, by and between Sasol Chemicals (USA), LLC, Sasol Chemicals North America, LLC and The Kansas City Southern Railway Company (KCSR) and Kansas City Southern de Mexico, S.A. de C.V. (KCSM) (jointly as KCS)
- KCS SIT Storage, Lease Agreement, dated as of May 29, 2015, by and between Sasol Chemicals (USA) LLC and Kansas City Southern Railway Company, as amended (Storage Track Lease)
- Master Contract (UP-C-56777), dated as of November 30, 2017, by and between Sasol Chemicals North America, LLC and Big Spring Rail System, Inc. (BSR), Wisconsin & Southern Railroad Company (WSOR), Sand Springs Railway Company (SS), Union Pacific Railroad Company (UP)
- Child Contract (UP-C-56777.001), dated as of August 11, 2017, by and between Sasol Chemicals North America, LLC and Union Pacific Railroad Company
- Storage in Transit Agreement (UPTRK 103), dated as of July 24, 2017 by and between Sasol Chemicals (USA) LLC and Union Pacific Railroad Company
- Terminal Service Agreement, dated as of March 11, 2020, by and between Sasol Chemicals (USA) LLC and Ee-Jay Motor Transports, Inc.
- Services Agreement, dated as of July 13, 2015, by and between Sasol Chemicals (USA) LLC and Savage Transportation Management Inc., as amended

Rail Track Maintenance

- General Service Contract, dated as of July 23, 2019, by and between Sasol Chemicals (USA) LLC and Opportunity Knocks, LLC (Rail Track Maintenance)
- General Service Contract, dated as of August 17, 2018, by and between Sasol Chemicals (USA) LLC and Phoenix Technologies, LLC (Rail Track Maintenance)

Sea Freight Related

- Container Services Contract of Affreightment, dated as of September 11, 2018, by and between Sasol Chemicals (USA) LLC and CMA CGM SA (by and through their agent CMA CGM (America) LLC)
- Container Services Contract of Affreightment, dated as of December 4, 2018, by and between Sasol Chemicals (USA) LLC and Hamburg Sud North America, Inc.
- Container Services Contract of Affreightment, dated as of December 3, 2018, by and between Sasol Chemicals (USA) LLC and Hapag-Lloyd (America) LLC, as agent of Hapag-Lloyd AG
- Container Services Contract of Affreightment, dated as of October 12, 2018, by and between Sasol Chemicals (USA) LLC and Maersk Agency U.S.A., Inc. as agent for Maersk Line A/S
- Container Services Contract of Affreightment, dated as of October 12, 2018, by and between Sasol Chemicals (USA) LLC and MSC Mediterranean Shipping Company SA

- Container Service Contract of Affreightment, dated as of October 31, 2018, by and between Sasol Chemicals (USA) LLC and Cosco Shipping Lines Co., Ltd and Cosco Shipping Lines (Europe) GmbH (jointly as Carriers)
- Freight Forwarder Master Transport Services Agreement, dated as of July 1, 2017, by and between Sasol Chemicals (USA) LLC and Kuehne + Nagel Inc.
- Logistics Services Contract, dated as of November 1, 2016, by and between Sasol Chemicals (USA) LLC and BDP International, Inc.

Intellectual Property Agreements

- Technology Sharing Agreement, dated as of February 1, 2018, by and among Sasol Chemicals (USA) LLC, Sasol South Africa (Pty), Ltd. and Univation Technologies, LLC

Schedule 1.5(a)(v)
Assumed Liabilities under the Employee Matters Agreement

None.

**Schedule 1.5(a)(vii)
Assumed Liabilities**

1. Consent Judgment, dated as of November 27, 2017, issued by Civil District Court for the Parish of Calcasieu, State of Louisiana against Sasol Chemicals USA, LLC.

Schedule 1.5(a)(viii)
Assumed Environmental Liabilities

1. All Environmental Liabilities (other than the Retained Environmental Liabilities) relating to, arising out of or resulting from underlying facts, events or conditions (including any presence or Release of Hazardous Materials) that first occur, first exist or are first caused after the Separation Date by NewCo in connection with its ownership or operation of the Transferred Business or the Transferred Assets, but excluding, for the avoidance of doubt, any Liabilities relating to, arising out of or resulting from any services provided to NewCo by Sasol Chemicals pursuant to the Services Agreements (as defined in the Purchase Agreement); and

2. All Liabilities resulting from, related to or in connection with the obligation of the Transferred Business, with respect to the Transferred Assets, to attain compliance with regulatory obligations first arising, first occurring or first existing after the Separation Date as a result of the following two Clean Air Act rulemakings, which have recently been promulgated by USEPA: (a) the “National Emission Standards for Hazardous Air Pollutants: Generic Maximum Achievable Control Technology Standards Residual Risk and Technology Review for Ethylene Production”, 85 Fed. Reg. 40,386 (July 6, 2020); and (b) the “National Emission Standards for Hazardous Air Pollutants: Miscellaneous Organic Chemical Manufacturing Residual Risk and Technology Review”, 85 Fed. Reg. 49,084 (August 12, 2020).

Schedule 1.5(a)(ix)
Assumed Indebtedness and Lease Liabilities

Part 1.A – Indebtedness Attributable to NewCo

Indebtedness to the extent arising under:

1. The Wash Bay Agreement.

Part 1.B – Liabilities Attributable to the Investor Member

Liabilities to the extent arising under:

1. Equipment Lease Agreement, dated as of August 19, 2016, by and between Sasol Chemicals (USA) LLC and Wells Fargo Rail Corporation, and all riders thereto (956 Rail Hopper Cars);
2. Equipment Lease Agreement, dated as of December 28, 2018, by and between Sasol Chemicals (USA) LLC and Banc of America Leasing & Capital, and all riders thereto (349 Rail Hopper Cars);
3. Equipment Lease Agreement, dated as of September 12, 2019, by and between Sasol Chemicals (USA) LLC and Investors Bank, and all riders thereto (95 Rail Hopper Cars);
4. Master Railcar Lease Agreement (Net), dated as of June 9, 2020, by and between Sasol Chemicals (USA) LLC and Progress Rail Leasing Corporation, and all riders thereto (350 Rail Hopper Cars);
5. Master Net Lease Agreement, dated as of June 1, 2020, by and between Sasol Chemicals (USA) LLC and SMBC Rail Services LLC, and all riders thereto (150 Rail Hopper Cars);
6. Certain riders, and only those specific riders, to that certain Car Service Agreement, dated as of January 1, 1986, by and between Vista Chemical Company, as predecessor-in-interest to Sasol Chemicals (USA) LLC and Union Tank Car Company, as set forth immediately below:
 - Rider No. 24 (22 Railcars);
 - Rider No. 51 (7 Railcars);
 - Rider No. 61 (15 Railcars);
 - Rider No. 71 (3 Railcars);
 - Rider No. 92 (9 Railcars);
 - Rider No. 100 (7 Railcars);
 - Rider No. 114 (15 Railcars);
 - Rider No. 115 (4 Railcars); and
 - Rider No. 123 (12 Railcars).

7. A certain rider, and only that specific rider, to that certain Railroad Car Lease Agreement, dated as of December 1, 2006, by and between Sasol Chemicals North America, LLC and Trinity Industries Leasing Company, as set forth immediately below:
 - Rider 5 (25 Railcars)

Part 2.A – Lease Amounts Attributable to NewCo

1. Wash Bay Agreement – \$15,646,077

Part 2.B – Lease Amounts Attributable to the Investor Member

1. Well Fargo Rail Corporation – \$57,898,560
2. Banc of America Leasing & Capital – \$24,029,390
3. Investors Bank – \$6,936,594
4. Progress Rail Leasing Corporation – \$25,268,523
5. SMBC Rail Services LLC – \$7,486,072
6. Union Tank Car Company:
 - Rider A024 – \$174,448
 - Rider A051 – \$152,486
 - Rider A061 – \$326,756
 - Rider A071 – \$23,788
 - Rider A092 – \$66,372
 - Rider A100 – \$159,490
 - Rider A114 – \$97,503
 - Rider A115 – \$94,212
 - Rider A123 – \$276,409
7. Trinity Industries Leasing Company:
 - Rider 5 – \$1,240,475

Schedule 1.5(c)(x)
Retained Liabilities

All Liabilities, including Liabilities arising pursuant to Environmental Laws, to the extent relating to, arising out of or resulting from the ownership or operation of the Transferred Business or the ownership or use of the Transferred Assets at any time before the Separation Time by any Person, including (but not limited to):

1. All claims, disputes, or controversies (of any and every kind or type, whether based on contract, tort, statute, regulation or otherwise);
2. All claims, disputes, or controversies (of any and every kind or type, whether based on contract, tort, statute, regulation or otherwise) arising out of, relating to, or in connection with the explosion at the LDPE Facility in January 2020;
3. All claims, disputes, or controversies (of any and every kind or type, whether based on contract, tort, statute, regulation or otherwise) arising out of, relating to, or in connection with predecessors in interest;
4. All workers compensation claims accruing prior to the Separation Date;
5. All bankruptcy claims arising out of, relating to, or in connection with sales occurring prior to the Separation Date;
6. All claims, disputes, or controversies (of any and every kind or type, whether based on contract, tort, statute, regulation or otherwise) by vendors and/or service providers arising out of, relating to, or in connection with activities occurring prior to the Separation Date;
7. Any affirmative claims against vendors/service providers related to activities occurring prior to the Separation Date;
8. All claims, disputes, or controversies (of any and every kind or type, whether based on contract, tort, statute, regulation or otherwise) arising out of, relating to, or in connection with the breach of contract claim and pending litigation with Kansas City Southern Railway Company regarding the number of track feet for which payment under the contract is required, currently scheduled for trial in September 2021.
9. All claims, disputes, or controversies (of any and every kind or type, whether based on contract, tort, statute, regulation or otherwise) arising out of, relating to, or in connection with the Cooperative Endeavor Agreement, among the State of Louisiana, the Louisiana Department of Economic Development and Sasol North America Inc., dated December 1, 2012, as amended on September 1, 2015;
10. All claims, disputes, or controversies (of any and every kind or type, whether based on contract, tort, statute, regulation or otherwise) arising out of, relating to, or in connection with product issues, collections or sales and/or product exchanges occurring prior to the Separation Date;
11. All claims, disputes, or controversies described or set forth on Schedule 1.4(b)(vii); and
12. With respect to rail car leases that are paid in arrears, all amounts that accrued prior to the Separation Time but are to be paid after the Separation Time.

Schedule 1.5(c)(xiii)
Retained Environmental Liabilities

1. In addition to any Liabilities set forth on this Schedule 1.5(c)(xiii)(2)-(8), all Environmental Liabilities (a) relating to, arising out of or resulting from Sasol Group, the Transferred Business, the Transferred Assets, the Real Property, or the Sasol Lake Charles Site relating to, arising out of or resulting from underlying facts, events or conditions (including any presence or Release of Hazardous Materials) that first occurred or first existed or were first caused on or prior to the Separation Time, (b) relating to, arising out of or resulting from the transportation, treatment, storage, disposal, or arrangement for the disposal of any Hazardous Materials on or prior to the Separation Time to or at any third party location, property or facility in connection with the Transferred Business, the Transferred Assets, or the Real Property, or (c) relating to, arising out of, or resulting from (i) the Retained Assets, (ii) the operation of the Retained Business or the ownership or use of the Retained Assets at any time before, at or after the Separation Time by any member of the Sasol Group or any of their predecessors or (iii) the operation of the Transferred Business or otherwise in connection with the ownership or use of the Transferred Assets at any time prior to the Separation Time by any member of the Sasol Group or any of their predecessors. To the extent that it is uncertain when a fact, event or condition first occurred or first existed, the Parties agree that the presumption shall be that it first occurred or first existed prior to the Separation Time absent a preponderance of the evidence that it first occurred or first existed after the Separation Time;
2. All Liabilities resulting from, related to or arising in connection with any Releases of polymer products by Sasol Group or the Transferred Business or other otherwise in connection with the ownership or use of the Transferred Assets at any time before the Separation Date, including, but not limited to, Liabilities associated with any containment, investigation, cleanup, remediation, mitigation, corrective action, monitoring, or post-closing monitoring, or taking any other action required by Environmental Law or otherwise necessary or prudent to address such Release;
3. All Liabilities resulting from, related to or arising in connection with the Clean Air Act Section 114 Information Request issued by the United States Environmental Protection Agency to Sasol North America Inc. dated December 11, 2018 and any supplement, modification, extension, or reissuance thereof, excluding such Liabilities to the extent set forth on Schedule 1.5(a)(viii)(2);
4. All Liabilities resulting from, related to or arising in connection with the RCRA Permit, including but not limited to any containment, investigation, cleanup, remediation, mitigation, monitoring, post-closing monitoring, or any other action required by, in connection with or as a result of such RCRA Permit, but excluding any Liabilities to the extent resulting from, related to, or arising in connection with (a) any new Solid Waste Management Units regulated by the RCRA Permit (“SWMU”), (b) any new “release” of “hazardous waste or hazardous waste constituents” (in each case as defined and regulated by the RCRA Permit) at any existing SWMU, or (c) any new area of concern regulated by the RCRA Permit (“AOC”), excluding such releases exempt from the Risk Evaluation/Corrective Action Program pursuant to LAC 33:1.1305.B. or C. or not otherwise requiring corrective action under the RCRA Permit, in each case of (a), (b), and (c), solely to the extent such SWMUs, releases or AOCs are first created or first caused by NewCo after the Separation Date;
5. All Liabilities resulting from, related to or arising in connection with the LDPE ethylene release, explosion and fire on January 13, 2020 occurring at or near the LDPE Facility, including but not limited to any investigation, cleanup, remediation, mitigation, fines or penalties, injunctive relief, or any other action required by or other damages in connection with or as a result of such release, explosion and fire;

6. All Liabilities resulting from, related to or arising in connection with any treatment, storage, disposal, arrangement for disposal, transportation, handling, or Release of, or exposure of any Person to, any per- and poly-fluoroalkyl substances at, on, under or migrating to or from the Assets or real property or, by or on behalf of the Business or the Company, any other location;
7. All Liabilities resulting from, related to or arising in connection with the Notice of Inspection under Toxic Substances Control Act issued by the United States Environmental Protection Agency to Sasol North America Inc. dated July 31, 2020; and
8. All Liabilities resulting from, related to or arising from any other matters set forth on Section 3.12(a) of the Purchase Agreement Disclosure Schedule.