

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359075

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INEOS Luxembourg II S.A.		01/01/2014	public limited company: LUXEMBOURG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INEOS Holdings Luxembourg S.A.		
<b>Street Address:</b>	58 rue Charles Martel		
<b>City:</b>	Luxembourg		
<b>State/Country:</b>	LUXEMBOURG		
<b>Postal Code:</b>	L-2134		
<b>Entity Type:</b>	public limited company: LUXEMBOURG		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0926607	BAREX	
<b>Registration Number:</b>	2236567	BAREX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132766020		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	713-276-5020		
<b>Email:</b>	houston.ip@gardere.com		
<b>Correspondent Name:</b>	Chris P. Perque-Gardere Wynne Sewell LLP		
<b>Address Line 1:</b>	2000 Wells Fargo Plaza, 1000 Louisiana		
<b>Address Line 4:</b>	Houston, TEXAS 77002-5011		
<b>ATTORNEY DOCKET NUMBER:</b>	141686-7010		
<b>NAME OF SUBMITTER:</b>	Chris P. Perque		
<b>SIGNATURE:</b>	/Chris P. Perque/		
<b>DATE SIGNED:</b>	10/19/2015		
<b>Total Attachments: 31</b>			
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page1.tif			
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page2.tif			

OP \$65.00 0926607

source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page3.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page4.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page5.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page6.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page7.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page8.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page9.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page10.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page11.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page12.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page13.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page14.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page15.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page16.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page17.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page18.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page19.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page20.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page21.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page22.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page23.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page24.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page25.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page26.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page27.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page28.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page29.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page30.tif  
source=IneosBarex7010-Assign-to-IneosHoldingsLuxSA-7197017#page31.tif

**CONFIDENTIAL**

**BUSINESS TRANSFER AGREEMENT**

**BY AND BETWEEN**

**INEOS LUXEMBOURG II S.A.**

**AND**

**INEOS HOLDINGS LUXEMBOURG S.A.**

## Table of Contents

Recitals	1
Article I – Definitions	1
Article II – Transfer	3
Article III – Exclusions	5
Article IV – Consideration	5
Article V – Closing Deliveries	5
Article VI – Reservations	5
Article VII – Non-assigned Contracts	6
Article VIII – Notices	6
Article IX – Assumed Liabilities; Indemnification	7
Article X – Limitation of Liability	8
Article XI – Excuse by Failure of Presupposed Conditions	8
Article XII – Survivability	8
Article XIII – Confidentiality	8
Article XIV – Assignment	9
Article XV – No Third-party Beneficiaries	10
Article XVI – Entirety of the Agreement	10
Article XVII – Construction and Interpretation	10
Article XVIII – Non-waiver	10
Article XIX – Severability	11
Article XX – Conspicuousness	11
Article XXI – Headings	11
Article XXII – Counterparts	11
Article XXIII – Governing Law; Dispute Resolution	11
Schedule A	Bill of Sale
Schedule B	Transferred Contracts
Schedule C	Patents
Schedule D	Trademarks
Schedule E	Products
Schedule F	Excluded Assets
Schedule G	Permits
Schedule H	Fixed Assets

## AGREEMENT

This Business Transfer Agreement (hereinafter "Agreement") is made and entered into as of January 1, 2014 (hereinafter "Effective Date"), by and between INEOS Luxembourg II S.A. (hereinafter "INEOS LUX"), a Luxembourg public limited company, and INEOS Holdings Luxembourg S.A. (hereinafter "INEOS Holdings"), a Luxembourg public limited company.

### Recitals

WHEREAS, prior to the Effective Date of this Agreement, INEOS LUX has been engaged in the Acquired Business (as defined herein) and is the beneficial owner of, or is otherwise able to transfer, the Business Assets (as defined herein); and,

WHEREAS, INEOS LUX desires to transfer, and INEOS Holdings desires to accept, the entire undertaking, assets, and business constituting the Acquired Business in accordance with the terms and conditions set forth in this Agreement; and,

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

### Article I – Definitions

For purposes of this Agreement, the following capitalized terms will have the following meanings:

"Acquired Business" means the business related to the development, production, and sale of Barex®, a specialized acrylonitrile-methyl acrylate co-polymer, except for the Excluded Assets.

"Affiliate" or "Affiliates" means, with respect to INEOS LUX, any other person or entity directly or indirectly controlling, controlled by, or under direct or indirect common control with INEOS LUX; for purposes of this definition, "control" when used with respect to a person or entity means the power to direct the management and policies of that person or entity, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise.

"Agreement" means this Business Transfer Agreement.

"Arbitration Award" means as defined in Section 23.4(j) herein.

"Arbitration Demand" means as defined in Section 23.4(a) herein.

"Assumed Liabilities" means as defined in Section 9.7 herein.

"Books and Records" means the financial accounts, books, and records used to conduct the business of the Acquired Business.

"Business Assets" means as defined in Section 2.1 herein.

"Business Goodwill" means all the goodwill of INEOS LUX in relation to the Acquired Business together with the exclusive right for INEOS Holdings and its assignees to represent itself as carrying on the Acquired Business in succession to INEOS LUX.

"Business Information" means all information, in whatever form, used exclusively or primarily to conduct the business of the Acquired Business, including formulae, designs, specifications, drawings, data, manuals, instructions, customer lists, sales, marketing and promotional information, business plans and forecasts, and technical or other expertise, trade secrets, and know-how.

"Business Stocks" means all stocks of raw materials, stores, work-in-progress and finished goods held by INEOS LUX as of the Effective Date and used to conduct the business of the Acquired Business, including items which, although subject to reservation of title by third parties, are under the control of INEOS LUX.

"Claims" means as defined in Section 9.3 herein.

"Confidential Information" means as defined in Section 13.1 herein.

"Disclosing Party" means a Party disclosing Confidential Information to the other Party under this Agreement.

"Dispute" means as defined in Section 23.2 herein.

"Dispute Notice" means as defined in Section 23.3 herein.

"Effective Date" means as defined in the introductory paragraph of this Agreement.

"Excluded Assets" means all assets of INEOS LUX not otherwise constituting the Acquired Business and Business Assets, including, but not limited to, Schedule F.

"Fixed Assets" means all fixed assets of INEOS LUX used exclusively or primarily to conduct the business of the Acquired Business, including all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, and telephones. To the knowledge of INEOS LUX, a non-exhaustive list of the Fixed Assets is set forth on the attached Schedule H.

"Holding Period" means as defined in Section 7.2 herein.

"INEOS Holdings" means INEOS Holdings Luxembourg S.A..

"INEOS Holdings Group" means as defined in Section 9.2 herein.

"INEOS LUX" means INEOS Luxembourg II S.A.

"INEOS LUX Group" means as defined in Section 9.1 herein.

"Intellectual Property" means patents, trade secrets, know-how, trademarks, rights in designs, database rights, copyrights, including computer software, and topography rights, regardless of whether any of the foregoing is registered and including renewals, reissues, divisions, continuations, extensions, or applications for registration or re-examinations, supplementary examinations, or similar post-grant processes of any of the foregoing, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

"Non-assigned Contract" means as defined in Section 7.1 herein.

"Parties" means INEOS LUX and INEOS Holdings collectively.

"Party" means INEOS LUX and INEOS Holdings individually, as applicable.

"Payables" means all payments due by INEOS LUX as of the Effective Date for goods or services in the ordinary course of conducting the business of the Acquired Business.

"Patents" means the patents listed by case number in Schedule C hereto.

"Permits" means the permits listed in Schedule G hereto.

"Personnel" means, with respect to a Receiving Party, the directors, officers, employees, agents, financial advisors, auditors, legal counsel, and consultants employed or otherwise retained by such Receiving Party or its affiliates under common ownership and the current or potential lenders or sources of funding of such Receiving Party or its affiliates under common ownership.

"Products" means (i) *Grades* specifically listed on Schedule E hereto, and (ii) *Grades not* specifically listed on Schedule E hereto, **but otherwise** independently developed and funded by the Acquired Business since December 16, 2005, and not used or possessed by INEOS LUX or its Affiliates as of the Effective Date.

"Receivables" means all payments due to INEOS LUX as of the Effective Date for goods or services in the ordinary course of conducting the business of the Acquired Business.

"Receiving Party" means a Party receiving Confidential Information from the other Party under this Agreement.

"Retained Business" means the business not included in the definition of "Acquired Business," including, but not limited to, the Excluded Assets and Section 6.1 herein.

"Tax" includes, without limitation, all taxes, levies, duties, imposts, charges and withholdings of any nature whatsoever, together with all penalties, charges and interest relating to any of them or to any failure to file any return required for the purposes of any of them.

"Trademarks" means the trademarks listed in Schedule D hereto.

"Transferred Contracts" means the contracts listed in Schedule B hereto.

## Article II – Transfer

- 2.1 INEOS LUX hereby transfers and conveys, and INEOS Holdings hereby accepts and receives, the Acquired Business, including such right, title, and interest INEOS LUX has in and to the following:
- (a) the Fixed Assets
  - (b) the Payables
  - (c) the Business Goodwill
  - (d) the Business Stocks
  - (e) the Receivables
  - (f) the Business Information
  - (g) the Books and Records
  - (h) the rights and liabilities of the Transferred Contracts
  - (i) the rights and liabilities of the Patents and Trademarks
  - (j) the Products
  - (k) the rights and liabilities of the Permits

- (l) any know-how with respect to the production of Barex®
- (m) all other property, assets, and rights (including contracts not otherwise listed in Schedule B hereto) of INEOS LUX used exclusively or primarily to conduct the business of the Acquired Business as of the Effective Date

(hereinafter, collectively, "Business Assets").

- 2.2 The Transferred Contracts are hereby assigned, to the extent applicable, and otherwise transferred via Schedule A hereto; provided, however, INEOS Holdings acknowledges and agrees it is the sole responsibility of INEOS Holdings (a) to elicit approval for this assignment, and/or procure the right to receive via assignment the Transferred Contracts, when necessary, and (b) to exercise due diligence in so doing, and other than a duty of reasonable cooperation in furtherance thereof, INEOS LUX will bear no responsibility or liability to facilitate any such approval and/or procurement.
- 2.3 INEOS Holdings may assign its rights under the Transferred Contracts and any transferee will have the same rights and obligations provided under this Agreement to obtain third party approvals for such assignments.
- 2.4 The Patents are hereby assigned, to the extent applicable, and otherwise transferred via Schedule C hereto, subject to Section 6.2 herein; provided, however, INEOS Holdings acknowledges and agrees it is the sole responsibility of INEOS Holdings (a) to elicit approval for this assignment, and/or procure the right to receive via assignment the Patents, when necessary, and (b) to exercise due diligence in so doing, and other than a duty of reasonable cooperation in furtherance thereof, INEOS LUX will bear no responsibility or liability to facilitate any such approval and/or procurement.
- 2.5 INEOS Holdings may assign its rights under the Patents and any transferee will have the same rights and obligations provided under this Agreement to obtain third party approvals for such assignments.
- 2.6 The Products are hereby transferred via Schedule E hereto, subject to Section 6.3 herein.
- 2.7 The Permits are hereby assigned, to the extent applicable, and otherwise transferred via Schedule G hereto; provided, however, INEOS Holdings acknowledges and agrees it is the sole responsibility of INEOS Holdings (a) to elicit approval for this assignment, and/or procure the right to receive via assignment the Permits, when necessary, and (b) to exercise due diligence in so doing, and other than a duty of reasonable cooperation in furtherance thereof, INEOS LUX will bear no responsibility or liability to facilitate any such approval and/or procurement.
- 2.8 This Agreement constitutes an *AS-IS, WHERE-IS* transfer, without warranty whatsoever, express or implied.
- 2.9 On the Effective Date, INEOS LUX will cause the Books and Records relating exclusively to the Acquired Business to be delivered to INEOS Barex USA LLC on behalf of INEOS Holdings.
- 2.10 After the Effective Date, INEOS LUX will make reasonably available to INEOS Holdings any Books and Records relating in part, but not exclusively, to the Acquired Business and reasonably required by INEOS Holdings.
- 2.11 INEOS Holdings will provide all such information and technical assistance as INEOS LUX may reasonably require for purposes of preparation by INEOS LUX of any Tax returns of INEOS LUX in respect to the period prior to the Effective Date.



- 2.12 INEOS LUX shall, from time to time after the Effective Date, at the request of INEOS Holdings, and without further consideration, perform all such further acts and execute and deliver all such further agreements, instruments and other documents as necessary or desirable to evidence fully, consummate and make effective all transfers contemplated herein.

#### Article III – Exclusions

- 3.1 INEOS LUX and INEOS Holdings acknowledge and agree the Retained Business, Excluded Assets, and all other property, assets, and rights of INEOS LUX not used exclusively or primarily to conduct the business of the Acquired Business as of the Effective Date are expressly excluded from this Agreement.
- 3.2 INEOS LUX and INEOS Holdings acknowledge and agree the Retained Business, Excluded Assets include certain liabilities and ,INEOS Holdings will not assume, and INEOS LUX will retain, any such liabilities.

#### Article IV – Purchase Price

Consideration for the sale of the Acquired Business will be One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged.

#### Article V – Closing Deliveries

- 5.1 INEOS LUX will deliver to INEOS Holdings such deeds, bills of sale, endorsements, assignments (including, without limitation, patent assignments) and other good and sufficient instruments of conveyance and transfer, in form and substance reasonably satisfactory to the parties, as will be effective to vest in INEOS Holdings all of INEOS LUX's right, title and interest in and to the Acquired Business.
- 5.2 INEOS LUX will cause the Fixed Assets, raw materials, stores and work in progress to be delivered to INEOS Barex USA LLC on behalf of INEOS Holdings at the location of the Acquired Business.

#### Article VI – Reservations

- 6.1 Any provision to the contrary in this Agreement notwithstanding, INEOS LUX and INEOS Holdings hereby acknowledge and agree to the express reservation by INEOS USA LLC, pursuant to a separate business transfer agreement between INEOS LUX and INEOS USA LLC, of a perpetual, world-wide, irrevocable, nonexclusive, royalty-free license for the practice and use of Intellectual Property relating to Retained Business.
- 6.2 Any provision to the contrary in this Agreement notwithstanding, INEOS LUX and INEOS Holdings hereby acknowledge and agree to the express reservation by INEOS USA LLC, pursuant to a separate business transfer agreement between INEOS LUX and INEOS USA LLC, of a perpetual, world-wide, irrevocable, nonexclusive, royalty-free license for the practice and use of the Patents.
- 6.3 Any provision to the contrary in this Agreement notwithstanding, INEOS LUX and INEOS Holdings hereby acknowledge and agree to the express reservation by INEOS USA LLC, pursuant to a separate business transfer agreement between INEOS LUX and INEOS USA LLC, of a perpetual, world-wide, irrevocable, nonexclusive, royalty-free license for the manufacture, possession, sale, and use, either singly or in combination with other substances, of the *Grades* listed in Schedule E hereto.

- 6.4 If, per this Agreement and after the Effective Date, INEOS Holdings has come to own or possess Intellectual Property that was not used exclusively or primarily to conduct the business of the Acquired Business as of the Effective Date, then INEOS Holdings will effectuate the transfer of such Intellectual Property to INEOS LUX or its nominee as soon as practicable after discovery.
- 6.5 If, per this Agreement and after the Effective Date, INEOS LUX has retained ownership in or possession of Intellectual Property that was used exclusively or primarily to conduct the business of the Acquired Business as of the Effective Date, then INEOS LUX will effectuate the transfer of such Intellectual Property to INEOS Holdings or its nominee as soon as practicable after discovery.
- 6.6 If, after the Effective Date, INEOS Holdings has come to own or possess via this Agreement Intellectual Property that is subject to a third-party license and/or property right to which INEOS LUX is not already in privity and/or a beneficiary, then INEOS Holdings will procure, at its sole cost and expense, the grant to INEOS LUX of a perpetual, irrevocable, nonexclusive, nontransferable, royalty-free license for the use of such Intellectual Property.

#### Article VII – Non-assigned Contracts

- 7.1 If, after requisite due diligence, approval and/or procurement of consent to assignment in accordance with Sections 2.2 and 2.4 herein is not resolved, then anything to the contrary in this Agreement notwithstanding, each such contract affected thereby (hereinafter, each, "Non-assigned Contract") will not be assigned pursuant to this Agreement, regardless of any documentation to the contrary, and will be deemed held by INEOS LUX at all times during the Holding Period (as defined herein).
- 7.2 For purposes of this Agreement, "Holding Period" means, with respect to any particular Non-assigned Contract, the period beginning on the Effective Date and ending on the earlier of (a) the date upon which the applicable contract for which a third-party consent was not obtained expires, or (b) the date upon which approval and/or procurement of such consent or an alternative arrangement is obtained.
- 7.3 During the Holding Period, INEOS LUX will provide INEOS Holdings with any economic benefits to a Non-assigned Contract and INEOS Holdings will bear liability for performance thereunder and will indemnify INEOS LUX consistent with Section 9.7 herein, but without qualification thereunder; in furtherance of the foregoing, upon INEOS Holdings's request, INEOS LUX will (a) enforce, at INEOS Holdings's sole cost and expense, any and all rights of INEOS LUX as to a Non-assigned Contract, including instituting and prosecuting all proceedings against parties other than INEOS LUX or its Affiliates which INEOS Holdings may, in its reasonable discretion, deem proper in order to assert or enforce any right, title, or interest in and to a Non-assigned Contract, or (b) take other actions reasonably necessary to obtain the benefits of a Non-assigned Contract.
- 7.4 Upon receipt of consent to assignment of a Non-assigned Contract, such assignment will automatically become effective without need for any further action by the Parties, except to the extent reasonably necessary to memorialize the assignment, and without payment of any additional consideration.

#### Article VIII – Notices

- 8.1 Notices and other communications required or permitted under this Agreement will be in writing and addressed to the addressee at the address set forth in this Article VIII, or at such other address as may be specified in writing to the other Party; such notices or other communications will be deemed to have been given only if (a) delivered personally, (b) mailed by first-class, certified or registered mail, return receipt requested, postage prepaid, (c) sent by next-day or overnight mail or delivery, or (d) sent by facsimile.

- 8.2 Notices and other communications will be deemed to have been received (a) if by personal delivery, on the date of such delivery, (b) if by certified or registered mail, or next-day or overnight mail or delivery, on the date delivered, or (c) if by facsimile, on the day on which such facsimile was received; provided, however, any notice received after 5:00 P.M. local time will be deemed received the next business day.
- 8.3 If to INEOS LUX:                    INEOS Luxembourg II S.A.  
    Attn.: Florence Bardot  
    58 rue Charles Martel  
    L-2134 Luxembourg  
    Grande Duché de Luxembourg  
    Fax No.: 352 40 25 05 66
- 8.4 If to INEOS Holdings:                INEOS Holdings Luxembourg S.A.  
    Attn.: Florence Bardot  
    58 rue Charles Martel  
    L-2134 Luxembourg  
    Grande Duché de Luxembourg  
    Fax No.: 352 40 25 05 66

Article IX – Assumed Liabilities; Indemnification

- 9.1 "INEOS LUX Group" means INEOS LUX and its officers, employees, contractors, and agents.
- 9.2 "INEOS Holdings Group" means INEOS Holdings and its officers, employees, contractors, and agents.
- 9.3 "Claims" means all suits, actions, losses, damages, claims, or liability of any character, type, or description, including, without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorneys' fees.
- 9.4 INEOS LUX ASSUMES ALL LIABILITY RELATED TO THE RETAINED BUSINESS AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WILL RELEASE AND INDEMNIFY, DEFEND, AND SAVE HARMLESS INEOS HOLDINGS GROUP FROM AND AGAINST ALL CLAIMS RELATED TO THE RETAINED BUSINESS, OR ANY BREACH OF CONTRACT RELATED THERETO, EXCEPT TO THE EXTENT CAUSED BY INEOS HOLDINGS'S NEGLIGENCE OR MORE CULPABLE CONDUCT, OR INEOS HOLDINGS'S BREACH OF THIS AGREEMENT.
- 9.5 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INEOS LUX WILL RELEASE AND INDEMNIFY, DEFEND, AND SAVE HARMLESS INEOS HOLDINGS GROUP FROM AND AGAINST ALL CLAIMS FOR PERSONAL INJURY OR DEATH TO, OR DISEASE OF, INEOS LUX GROUP.
- 9.6 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INEOS LUX WILL RELEASE AND INDEMNIFY, DEFEND, AND SAVE HARMLESS INEOS HOLDINGS GROUP FROM AND AGAINST ALL CLAIMS FOR INJURY OR DEATH TO, OR DISEASE OF, ANY THIRD PARTY ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INEOS LUX GROUP IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY INEOS HOLDINGS'S NEGLIGENCE OR MORE CULPABLE CONDUCT, OR INEOS HOLDINGS'S BREACH OF THIS AGREEMENT.
- 9.7 INEOS HOLDINGS ASSUMES ALL LIABILITY RELATED TO THE ACQUIRED BUSINESS (the "Assumed Liabilities") AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WILL RELEASE AND INDEMNIFY, DEFEND, AND SAVE HARMLESS INEOS LUX GROUP

FROM AND AGAINST ALL CLAIMS RELATED TO THE ACQUIRED BUSINESS, OR ANY BREACH OF CONTRACT RELATED THERETO, EXCEPT TO THE EXTENT CAUSED BY INEOS LUX'S NEGLIGENCE OR MORE CULPABLE CONDUCT, OR INEOS LUX'S BREACH OF THIS AGREEMENT.

- 9.8 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INEOS HOLDINGS WILL RELEASE AND INDEMNIFY, DEFEND, AND SAVE HARMLESS INEOS LUX GROUP FROM AND AGAINST ALL CLAIMS FOR PERSONAL INJURY OR DEATH TO, OR DISEASE OF, INEOS HOLDINGS GROUP.
- 9.9 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INEOS HOLDINGS WILL RELEASE AND INDEMNIFY, DEFEND, AND SAVE HARMLESS INEOS LUX GROUP FROM AND AGAINST ALL CLAIMS FOR INJURY OR DEATH TO, OR DISEASE OF, ANY THIRD PARTY ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INEOS HOLDINGS GROUP IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY INEOS LUX'S NEGLIGENCE OR MORE CULPABLE CONDUCT, OR INEOS LUX'S BREACH OF THIS AGREEMENT.
- 9.10 TO EFFECTUATE THE INDEMNITY OBLIGATIONS IN THIS ARTICLE IX, THE INDEMNITEE MUST (a) PROVIDE THE INDEMNITOR PROMPT WRITTEN NOTICE OF THE CLAIM, (b) ACCEDE CONTROL AND DIRECTION OF THE INVESTIGATION, PREPARATION, DEFENSE, AND SETTLEMENT OF THE CLAIM TO THE INDEMNITOR, AND (c) REASONABLY COOPERATE WITH THE INDEMNITOR IN SUCH DEFENSE AND SETTLEMENT OF THE CLAIM.

#### Article X – Limitation of Liability

IN NO EVENT WILL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY HERETO FOR LOSS OF PROFITS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

#### Article XI – Excuse by Failure of Presupposed Conditions

Delay in performance, in whole or in part, by a Party is not a breach if performance as agreed has been made impracticable by the occurrence of a contingency the non-occurrence of which was a basic assumption on which this Agreement was made or by compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not proven later to be invalid; suspension of performance may occur for so long as such contingency exists, but only to the extent performance is hindered.

#### Article XII – Survivability

THE PROVISIONS OF THIS AGREEMENT WHICH, BY THE NATURE OF THEIR CONTENT, ARE INTENDED, EXPRESSLY OR IMPLIEDLY, TO CONTINUE AND HAVE EFFECT REGARDLESS OF THE TERMINATION OF THIS AGREEMENT WHETHER BY DEFAULT OR OTHERWISE, WILL SURVIVE AND CONTINUE TO BIND THE PARTIES, INCLUDING, BUT NOT LIMITED TO, ARTICLES IX (*Assumed Liabilities; Indemnification*) AND X HEREIN (*Limitation of Liability*).

#### Article XIII – Confidentiality

- 13.1 The Parties agree that this Agreement, the terms and conditions hereof, and all information and data exchanged by the Parties in accordance with this Agreement will be maintained in strict and absolute confidence (hereinafter "Confidential Information"), except with prior written consent

from the other Party or to the extent disclosure is necessary to perform a Party's obligations under this Agreement or as required by law.

- 13.2 Confidential Information **excludes** any information (a) that is or becomes generally available to the public other than as a result of breach of this Agreement by the Receiving Party, its affiliates under common ownership, or Personnel, (b) that was in the possession of the Receiving Party, its affiliates under common ownership, or Personnel at the time of disclosure and was not acquired by the Receiving Party, its affiliates under common ownership, or Personnel, directly or indirectly, from the Disclosing Party, its affiliates under common ownership, or its or their Personnel, (c) that is received by the Receiving Party, its affiliates under common ownership, or Personnel from a third party and is not subject to any known obligation of confidentiality to the Disclosing Party or any of its affiliates under common ownership, or (d) that is developed or acquired independently by the Receiving Party, its affiliates under common ownership, or Personnel without reference to the Disclosing Party's Confidential Information; for purposes of clauses 13.3(a) and 13.3(b) herein, specific aspects or details of information or data will **not** be deemed available to the public or in a person's possession merely because the information or data is embraced by general disclosures in the public domain or in a person's possession and moreover, unless a combination of information or data and its principles are available to the public or in a person's possession, such combination of information or data will not be considered available to the public or in a person's possession merely because individual elements thereof are available to the public or are in a person's possession.
- 13.3 Receiving Party agrees:
- (a) it will provide Disclosing Party's Confidential Information only to those of its affiliates under common ownership and Personnel who need to know such Confidential Information;
  - (b) it will, and will cause its affiliates under common ownership and Personnel to, (A) keep in confidence and not disclose Disclosing Party's Confidential Information, except in accordance with this Agreement, and (B) use Disclosing Party's Confidential Information only in furtherance of performing Receiving Party's obligations under this Agreement; and
  - (c) all of Disclosing Party's Confidential Information will be and remain the property of Disclosing Party.
- 13.4 Receiving Party agrees to be responsible at all times for compliance by its affiliates under common ownership and Personnel with this Article XIII and will be liable to Disclosing Party for unauthorized disclosure by its affiliates under common ownership and Personnel provided access to Disclosing Party's Confidential Information or any other breach by its affiliates under common ownership and Personnel of this Article XIII.
- 13.5 The Parties hereby agree money damages will not be a sufficient remedy for any breach of this Article XIII and, in addition to all other remedies, a Party against whom a breach is made will be entitled to seek specific performance and injunctive or other equitable relief without proof of actual damages as a remedy for any such breach; the Parties further agree to waive any requirement for the securing or posting of any bond in connection with such remedy.
- 13.6 In the event of litigation relating to this Article XIII, the prevailing Party will be entitled to all reasonable costs and expenses associated therewith, including attorneys' fees.

#### Article XIV – Assignment

- 14.1 This Agreement will not be assignable or transferable by either INEOS LUX or INEOS Holdings without the prior written consent of the other, which consent will not be unreasonably withheld, and any attempted assignment or transfer without such consent will be void; provided, however,

the foregoing notwithstanding, assignment by either Party to an Affiliate under common ownership will not require the other Party's consent to become effective, subject to the condition that the assigning Party must, and by any assignment does, guarantee performance of all its obligations under this Agreement by its assignee.

- 14.2 All covenants and provisions of this Agreement by and for the benefit of the Parties will bind and inure to the benefit of their respective successors and assigns as permitted by the provisions of this Article XIV.

#### Article XV – No Third-party Beneficiaries

This Agreement is intended solely for the benefit of the Parties and their permitted assigns and will not impart rights enforceable by any other person or entity, except as expressly provided in this Agreement.

#### Article XVI – Entirety of the Agreement

- 16.1 This Agreement, together with Schedules hereto, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous discussions, negotiations, representations, or agreements between the Parties with respect thereto, except with respect to obligations already accrued as of the Effective Date of this Agreement.
- 16.2 No conditions, understandings, or agreements purporting to amend, waive, modify, extend, or vary any terms of this Agreement will be binding or of any force or effect unless hereafter made in writing and signed by an officer of INEOS LUX and INEOS Holdings.
- 16.3 This Agreement is intended as the final expression of INEOS LUX and INEOS Holdings and there are no oral representations, stipulations, warranties, agreements, or understandings with respect to the subject matter of this Agreement which are not fully expressed.
- 16.4 Neither this Agreement nor its execution has been induced by any representation, stipulation, warranty, agreement, or understanding of any kind other than those expressed in writing and incorporated herein.
- 16.5 No prior course of dealing or performance or usage of trade not expressly set forth in this Agreement will be admissible to explain, supplement, modify, or contradict any terms or conditions of this Agreement.

#### Article XVII – Construction and Interpretation

The Parties hereby agree and represent that each has had adequate time to review all provisions of this Agreement with their own legal counsel and that this Agreement was not prepared by either Party to the exclusion of the other and as such, this Agreement will not be construed against either Party by reason of its preparation.

#### Article XVIII – Non-waiver

- 18.1 No waiver by either Party of one or more defaults by the other Party in the performance of any of the provisions of this Agreement will operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 18.2 No indulgence, leniency, or extension of time granted by either Party to the other Party will operate or be construed as an estoppel against the granting Party.

#### Article XIX – Severability

The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision was omitted.

#### Article XX – Conspicuousness

The Parties acknowledge the provisions of this Agreement comply with any and all requirements of conspicuousness under the laws of the State of New York.

#### Article XXI – Headings

The titles and headings in this Agreement have been included solely for ease of reference and will not be considered in the interpretation or construction of this Agreement.

#### Article XXII – Counterparts

This Agreement may be executed and delivered in the original, by facsimile, by Portable Document Format (PDF), or by any other generally accepted electronic means, in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed and delivered will be deemed an original, but all of which taken together will constitute one and the same agreement.

#### Article XXIII – Governing Law; Dispute Resolution

- 23.1 This Agreement will be governed by and construed in accordance with the laws of the State of New York, excluding any choice of law rules that may direct the application of the laws of any other jurisdiction (other than New York General Obligations Law Section 5-1401).
- 23.2 Subject to Section 23.5 herein, with respect to any claims, counterclaims, demands, causes of action, disputes, controversies, and other matters in question involving the Parties and arising out of or relating to this Agreement, including any questions regarding its existence, validity, or termination, any provision hereof, the alleged breach thereof, or in any way relating to the subject matter of this Agreement or the relationship between the Parties created by this Agreement, and not resolved in the ordinary course of business (hereinafter "Dispute"), a Party must initiate the dispute resolution procedures in Sections 23.3 and 23.4 herein.
- 23.3 A Party desiring to initiate dispute resolution must provide written notice of the Dispute to the other Party (hereinafter "Dispute Notice").
- (a) The Dispute Notice will include (1) a statement of the issuing Party's position and a summary of arguments supporting that position, and (2) the name(s) and title(s) of the executive(s) who will represent that Party in the negotiations and of any other person who will accompany the executive.
  - (b) Executives appointed to represent the Parties pursuant to any Dispute Notice must have the authority to settle the controversy and must be of a level of management higher than those directly involved in the Dispute.
  - (c) If one Party has issued a Dispute Notice, the other Party will likewise promptly issue (1) a statement of its position and a summary of arguments supporting that position, and (2) the name(s) and title(s) of the executive(s) who will represent that Party in the negotiations and of any other person who will accompany the executive; thereafter, the Parties will promptly attempt in good faith to resolve the Dispute by negotiations between the executives so appointed.

- 23.4 Should a Dispute fail to be resolved pursuant to Section 23.3 herein within sixty (60) days of receipt of the Dispute Notice, then the Dispute must be finally settled by binding arbitration initiated and conducted under the Commercial Arbitration Rules of the American Arbitration Association.
- (a) A Party may initiate an arbitration following failure of informal resolution by filing a demand for arbitration concerning the Dispute with the American Arbitration Association at its office in New York City, New York, and simultaneously delivering a copy of such demand to the other Party (hereinafter "Arbitration Demand").
  - (b) The delivery of an Arbitration Demand will have the same effect as the filing of a civil action in a court of competent jurisdiction for purposes of all statutes of limitations applicable to the claims concerning the Dispute.
  - (c) The arbitration hearing will be conducted in New York City, before a single arbitrator acting under the Commercial Arbitration Rules of the American Arbitration Association, except as modified by this Agreement and, subject to Section 23.4(k) herein, all costs of arbitration will be borne equally by the Parties and each Party will be responsible for its own legal costs and expenses.
    - (1) If the amount in controversy equals or exceeds five million dollars U.S. Dollars (US \$5,000,000.00), then three (3) arbitrators will be required and in such case, each Party will select one (1) arbitrator and then such arbitrators will select a third arbitrator, who will serve as chair.
    - (2) If, for whatever reason, the arbitrator or third arbitrator, as the case may be, is not selected within thirty (30) days of receipt of the Arbitration Demand, then such arbitrator or third arbitrator, as the case may be, will be selected by the American Arbitration Association.
  - (d) The arbitrator(s) must be a qualified attorney(s) licensed to practice law in the State of New York or Texas, in practice for at least fifteen (15) years and with substantial experience related to the negotiating, drafting, and/or construing of intellectual property license agreements and/or commercial contract disputes in the energy and/or petrochemical sectors.
  - (e) The arbitrator(s) will be bound by the provisions of this Agreement, including Section 23.1 herein.
  - (f) It is the expressed intent of the Parties that the arbitration proceeding concerning the Dispute will be conducted in an efficient, economical, and expeditious manner; accordingly, the Parties and the arbitrator(s) will meet in a pre-hearing conference as promptly as practicable after selection of the arbitrator(s) to establish the scope and extent of discovery and the schedule of the arbitration.
  - (g) If the Parties cannot agree to the scope of discovery, then discovery will be limited to that which is necessary for a fair resolution of the Dispute in the judgment of the arbitrator(s).
  - (h) Unless the Parties otherwise agree or the arbitrator(s) deem it impracticable, discovery will be completed within sixty (60) days after the pre-hearing conference and the hearing on the merits will be held within ninety (90) days after the pre-hearing conference.
  - (i) Upon completion of the discovery period, and in any event prior to issuance of the Arbitration Award, the Parties must, at least once, submit the Dispute to mediation with a



mutually agreeable mediator, which in the absence of agreement by the Parties will be chosen by the arbitrator(s).

- (j) The decision of the arbitrator(s) as to all matters concerning the Dispute will be set forth in a written award stating the relief granted and the reason(s) for same and will be issued within sixty (60) days after the completion of the arbitration hearing (hereinafter "Arbitration Award").
  - (k) Per the Arbitration Award, the prevailing Party in a Dispute will be entitled to all costs and expenses associated therewith, including reasonable attorneys' fees and administrative fees and expenses associated with the arbitration.
  - (l) The Arbitration Award will be binding and conclusive upon the Parties, subject only to challenges on grounds provided by the Federal Arbitration Act, and judgment upon the Arbitration Award may be entered in any court of competent jurisdiction.
- 23.5 Sections 23.2, 23.3, and 23.4 herein notwithstanding, a Party may initiate a civil action in court for the limited purposes of (a) enforcing the dispute resolution provisions of this Agreement, (b) judgment upon, and enforcement and collection of, an Arbitration Award, or (c) obtaining injunctive relief or equitable remedy available under applicable law if such action is necessary to avoid irreparable harm or to maintain status quo pending arbitration.
- 23.6 Any suit, action, or proceeding initiated pursuant to Section 23.5 herein must be brought exclusively in the state or federal courts of the Borough of Manhattan, New York County, New York, and the Parties hereby waive, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of such suit, action, or proceeding in such court or that any such suit, action, or proceeding which is brought in such court has been brought in an inconvenient forum.
- 23.7 THE PARTIES HERETO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDING INITIATED PURSUANT TO SECTION 23.5 HEREIN.


**[Signature Page Follows]**


*[Signature Page to Business Transfer Agreement]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

INEOS Luxembourg II S.A.

INEOS Holdings Luxembourg S.A.

By: 

By: 

Name: Florence Bardot

Name: Florence Bardot

Title: Director

Title: Director

Proprietary – To Be Maintained In Confidence

**Schedule A – Bill of Sale**

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into effective as of January 1, 2014, by and between **INEOS LUXEMBOURG II S.A.**, a Luxembourg public limited company ("Seller"), and **INEOS HOLDINGS LUXEMBOURG S.A.**, a Luxembourg public limited company ("Buyer").

**RECITALS**

A. Simultaneously with the execution and delivery of this Agreement, Buyer will purchase from Seller its business related to the development, production, and sale of Barex®, a specialized acrylonitrile-methyl acrylate co-polymer (the "Acquired Business") pursuant to the Business Transfer Agreement, dated January 1, 2014, between Buyer and Seller (the "BTA").

B. Terms capitalized in this Agreement but not defined in this Agreement shall have the same meanings as set forth in the BTA.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Subject to the terms and conditions of the BTA, Seller hereby sells, transfers, conveys, assigns and delivers to Buyer to have and hold forever, and Buyer hereby purchases, acquires and accepts from Seller, free and clear of all liens of any nature whatsoever, all of Seller's right, title and interest in, to and under the Business Assets.

2. Except as provided in the BTA related to the Assumed Liabilities, Buyer shall not by the execution and performance of the BTA, the execution and performance of this Agreement or otherwise (including under theories of successor liability) assume any obligations, liabilities or indebtedness of Seller or the Retained Business. Subject to the terms and conditions of the BTA, Buyer hereby assumes and agrees to pay, perform and discharge when due the Assumed Liabilities.

3. This Agreement is executed as part of the closing of the transactions contemplated by the BTA. With respect to the rights, liabilities and obligations assigned pursuant to this Agreement, the parties shall each indemnify and hold the other harmless in the manner set forth in the BTA. Seller incorporates in this Agreement, as if set forth in full, all of the representations and warranties with regard to the Acquired Business contained in the BTA. This Agreement is in all respects subject to the provisions of the BTA and is not intended in any way to supersede, limit or qualify any provision of the BTA.

4. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the law of the State of New York, without reference to its conflicts of laws principles (other than Section 5-1401 of the General Obligations Law of the State of New York).

6. This Agreement may be executed in the original, by facsimile, by PDF or by any other generally acceptable electronic means in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

*[Signatures appear on following page.]*

IN WITNESS WHEREOF, this Bill of Sale, Assignment and Assumption Agreement has been duly executed and delivered by each of the parties hereto effective as of the date first written above.

("Seller")

INEOS LUXEMBOURG II S.A.

By *Florence Bardot*

Name: Florence Bardot

Title: Director

("Buyer")

INEOS HOLDINGS LUXEMBOURG S.A.

By *Florence Bardot*

Name: Florence Bardot

Title: Director

Proprietary – To Be Maintained in Confidence

TRADEMARK  
REEL: 005647 FRAME: 0740

**Schedule B – Transferred Contracts**

Commission Agreements

Pellets Importados S.A. de C.V.  
Solvex Sdn. Bhd.

Purchase Contracts

The Dow Chemical Company  
Zeon Chemicals L.P.  
Evans Chemetics LP  
C L Zimmerman Company dba GMZ Inc  
Dover Chemical Corporation  
General Chemical Performance Products LLC  
Veolia Water Solutions and Technologies

## Schedule C – Patents

INEOS Luxembourg II S.A. has no current patents related to the Barex Business

Schedule D -- Trademarks

TMID	Country	Trademark	Class	Registered Owner	App No	App Date	Reg No	Reg Date	Renewal	Status
T55302JP	Japan	BAREX	1	INEOS USA LLC	28245/1971	26-Mar-1971	1023494	16-Jul-1973	16-Jul-2013	Registered
T55352US	United States of America	BAREX	1	INEOS USA LLC	75367537	03-Oct-1997	2736567	06-Apr-1999	06-Apr-2019	Registered
T55345US	United States of America	BAREX	1	INEOS USA LLC	368668	20-Aug-1970	926607	11-Jan-1972	11-Jan-2022	Registered
T56053JP	Japan	BAREX IN HIRAGANA	1	INEOS USA LLC	117539/1970	08-Nov-1970	1003084	05-Mar-1973	05-Mar-2023	Registered
T56054JP	Japan	BAREX IN KATAKANA	1	INEOS USA LLC	117540/1970	08-Nov-1970	1003085	05-Mar-1973	05-Mar-2023	Registered

Schedule E – Products

Specifications

BAREX MANUFACTURING SPECIFICATIONS (XSPQ-0100)

Product/Grade Pellets/Strands	Barex 210 Extrusion Strands	Barex 210 Extrusion Natural	Barex 210 Extrusion Molded (EBM) Natural	Barex 210 Film Grade	Barex 210 Extrusion Blue	Barex 210 ENJ Strands	Barex 210 ENJ Natural
Brabender Processibility meter-grams	900-1200	900-1200	900-1200	1000 – 1100	900-1200	900-1200	900-1200
Notched Izod Impact Strength Ft.-lb./inch	5.0 minimum 4 min. MCMP	5.0 minimum 4min. MCMP	5.0 minimum 4min. MCMP	5.0 minimum 4min. MCMP	5.0 minimum 4 min. MCMP	5.0 minimum 4 min. MCMP	5.0 minimum 4 min. MCMP
Product Color (YI) Hunterlab Yellowness Index	35 Maximum 4min. MCMP	35 Maximum 4min. MCMP	35 Maximum 4min. MCMP	35 Maximum 4min. MCMP	NA	35 Maximum 4min. MCMP	35 Maximum 4min. MCMP
Product Color (L,a,b) Hunterlab "L" value DCMP Hunterlab "a" value DCMP Hunterlab "b" value DCMP Hunterlab "a" value -- 4 minute MCMP	NA NA NA NA	NA NA NA NA	NA NA NA NA	NA NA NA NA	NA 0.7 +/- 1.5 -1.0 +/- 1.5 NA	NA NA NA NA	NA NA NA NA
Average Moisture (Note 1) Weight %	0.70 Maximum	0.17 Maximum	0.17 Maximum	0.17 Maximum	0.17 Maximum	0.70 Maximum	0.20 Maximum
Contamination (Note 2) 300 g sample for tray test 20 g sample for pancake test	Total 0.25 mm <sup>2</sup> Max contamination	Total 0.25 mm <sup>2</sup> Max contamination	Total 0.25 mm <sup>2</sup> Max contamination	Total 0.05 mm <sup>2</sup> Max contamination	Total 0.25 mm <sup>2</sup> Max contamination	Total 0.25 mm <sup>2</sup> Max contamination	Total 0.25 mm <sup>2</sup> Max Contamination
Residual Acrylonitrile Ppm (show data to 0.1 ppm)	<4 ppm	<4 ppm	<4 ppm	<4 ppm	<4 ppm	<4 ppm	<4 ppm
Haze (%) (MCMP)	<15%	<15%	<15%	<15%	<15%	<15%	<15%
Off Color Pellets	NA	0.1% Max	0.1% Max	0.1% Max	0.1% Max	0.1% Max	0.1% Max
Dust content (ppm) (Note 3)	NA	<100	<1000	<1000	<1000	NA	NA



**Note 1:** The average moisture of the lot is determined. All boxes must be no greater than  $\pm 0.05\%$  of maximum average moisture specification.

**Moisture Testing Frequency:**

Pellet/Strand boxed product -- every 10<sup>th</sup> box.

Bulk Truck/Container -- two samples per compartment.

Bulk Rail -- one sample per compartment.

**Note2:** The total contamination per sample is determined:

**Contamination Testing Frequency:**

Box strand -- every 10<sup>th</sup> box (tray test only).

Boxed pellet -- every 5<sup>th</sup> box.

samples of  
Truck/  
Bulk Truck/Container -- Two samples per compartment for a total of eight samples. Two  
eight must fail the contamination requirement for the Bulk  
Container to be off specification.

Bulk Rail -- one sample per compartment. No compartment will be off specification.

**Note 3:** Dust is defined as resin passing through #20 US Standard Sieve.

4 Min MCMP is 4 minute milled compression molded plaque.

30 second MCMP is 30 second milled compression molded plaque.

**BAREX MANUFACTURING SPECIFICATIONS (XSPQ-0100)**

Product/Grade Pellets/Strands	Barex 210 Injection Strands	Barex 210 Injection Natural	Barex 210 Injection Blue	Barex 214 C Strands	Barex 218 Extrusion Natural
Brabender Processibility meter-grams	400- 650	400-650	400-650	755-905	900-1200
Notched Izod Impact Strength Ft-lb./inch	1.5 minimum 30 sec. MCMP	1.5 minimum 30 sec. MCMP	1.5 minimum 30 sec. MCMP	4.5 minimum 4 min. MCMP	10.0 minimum 4min. MCMP
Product Color (YI) Hunterlab Yellowness Index	30 Maximum 30sec. MCMP	30 Maximum 30sec. MCMP	NA	35 Maximum 4min. MCMP	40 Maximum 4min. MCMP
Product Color (L,a,b) Hunterlab "L" value DCMP Hunterlab "a" value DCMP Hunterlab "b" value DCMP Hunterlab "a" value - 4 minute MCMP	NA NA NA NA	NA NA NA NA	NA 0.5 +/- 1.5 2.0 +/- 1.5 NA	NA NA NA -4.0 Maximum	NA NA NA NA
Average Moisture (Note 1) Weight %	0.70 Maximum	0.17 Maximum	0.17 Maximum	0.70 Maximum	0.17 Maximum
Contamination (Note 2) -300 g sample for tray test -20 g sample for pancake test	Total 0.25 mm <sup>2</sup> Max contamination	Total 0.25 mm <sup>2</sup> Max contamination	Total 0.25 mm <sup>2</sup> Max contamination	Total 0.05 mm <sup>2</sup> Max contamination	Total 0.25 mm <sup>2</sup> Max contamination
Residual Acrylonitrile Ppm (show data to 0.1 ppm)	<4 ppm	<4 ppm	<4 ppm	<6 ppm	<4 ppm
Haze (%) (MCMP)	<15%	<15%	<15%	<15%	<15%
Off Color Pellets	0.1 Max.	0.1% Max.	0.1% Max.	NA	0.1% Max
Dust Content (ppm) (Note 3)	NA	<1000	<1000	NA	<1000

**Note 1:** The average moisture of the lot is determined. All boxes must be no greater than +0.05% of maximum average moisture specification.

Moisture Testing Frequency: Pellet/Strand boxed product – every 10<sup>th</sup> box.  
Bulk Truck/Container – two samples per compartment.  
Bulk Rail – one sample per compartment.

**Note2:** The total contamination per sample is determined:

Contamination Testing Frequency: Box strand – every 10<sup>th</sup> box (tray test only).  
Boxed pellet – every 5<sup>th</sup> box.  
Bulk Truck/Container – Two samples per compartment for a total of eight samples. Two samples of eight must fail the contamination requirement for the Bulk Truck Container to be off specification.  
Bulk Rail – one sample per compartment.

No compartments will be off specification.

**Note 3:** Dust is defined as resin passing through #20 US Standard Sieve.

4 Min MCMP is 4 minute milled compression molded plaque.

30 second MCMP is 30 second milled compression molded plaque.

### **Schedule F – Excluded Assets**

- Land (regardless of use for or by the Acquired Business)
- Hourly Employees and Shift Supervisors
- Intercompany loans
- Cash and cash equivalents

**Schedule G – Permits**

Title V Federal Operating permit

Schedule H – Fixed Assets

Functional loc	Description
4237-XBX1-01-01	Pasteline 1
4237-XBX1-01-02	Pasteline 2
4237-XBX1-01-03	Strand Dryer 1
4237-XBX1-01-04	Strand Dryer 2
4237-XBX1-01-05	ALUM Addition System
4237-XBX1-01-06	CAUSTIC Addition System
4237-XBX1-01-07	ANTIFOAM Addition System
4237-XBX1-01-08	STABILIZER Addition System
4237-XBX1-01-50	PASTELINE PIPING
4237-XBX1-01-55	INSULATION
4237-XBX1-02-01	Reactor 1
4237-XBX1-02-02	Reactor 2
4237-XBX1-02-03	Reactor 3
4237-XBX1-02-04-XT33015	ELASTOMER Bulk Tank
4237-XBX1-02-04-XT33504	ANNEX Tank
4237-XBX1-02-04-XT35002	RO H2O Tank
4237-XBX1-02-04-XT35003	DOSS STOR Tank
4237-XBX1-02-04-XT35005	PVP SOL Weigh Tank
4237-XBX1-02-04-XT35007	ELASTOMER Weigh Tank
4237-XBX1-02-04-XT35009	Q-43 WeighTank
4237-XBX1-02-04-XT35010	Q-43 M/U Tank
4237-XBX1-02-04-XT35026	ACN SRG Tank
4237-XBX1-02-04-XT35027	MA SRG Tank
4237-XBX1-02-04-XT350391	ELAST Bulk Tank OVERFLW SEAL POT
4237-XBX1-02-04-XT350392	ANNEX Tank OVERFLW SEAL POT
4237-XBX1-02-04-XTK143	AN/MA Tank HTR COMPRESSION Tank
4237-XBX1-02-05-XPU101	E H2O CHILL PACKAGE - 465 TON
4237-XBX1-02-05-XT34006	CHILL H2O Tank
4237-XBX1-02-05-XTK103	EMERG CHILL H2O TK
4237-XBX1-02-06	HP H2O
4237-XBX1-02-07	VAC S/POT CLOSED DRAIN SYS
4237-XBX1-02-50	Reactor PIPING
4237-XBX1-02-55	INSULATION
4237-XBX1-03-01	EXTRUDER
4237-XBX1-03-02	Extrusion WHSE VAC SYS
4237-XBX1-03-03	ExtrusionWHSE DUST COLL SYS
4237-XBX1-03-04	Extrusion SYS 1
4237-XBX1-03-05	Extrusion SYS 2

4237-XBX1-03-06	Extrusion SYS 3
4237-XBX1-03-07	Extrusion SYS 4
4237-XBX1-03-08	Extrusion SYS 6
4237-XBX1-03-09	Extrusion SYS 7
4237-XBX1-03-10	Extrusion SYS 8
4237-XBX1-03-11	Extrusion SYS 9
4237-XBX1-03-12	Extrusion SYS 9+
4237-XBX1-03-13	Extrusion SYS 10
4237-XBX1-03-14	Extrusion SYS 10+
4237-XBX1-03-15	Extrusion SYS 11
4237-XBX1-03-15-77-8843	Extrusion SYS11 Dust Collector
4237-XBX1-03-15-778842	Extrusion Sys 11 Deduster
4237-XBX1-03-15-XSR108	Extrusion SYS11 DEDUSTER
4237-XBX1-03-16	Extrusion SYS 12
4237-XBX1-03-17	Extrusion SYS 13
4237-XBX1-03-18	Extrusion SYS 14
4237-XBX1-03-19	Extrusion SYS 15
4237-XBX1-03-19-X47006	Extrusion TINT FINES COLL
4237-XBX1-03-20	Extrusion SYS 16
4237-XBX1-03-21	Extrusion SYS 17
4237-XBX1-03-22	Extrusion SYS 18
4237-XBX1-03-23	Extrusion SYS 19
4237-XBX1-03-24	Extrusion SYS 20
4237-XBX1-03-25	Extrusion SYS 21
4237-XBX1-03-25-XTK138	Extrusion SYS21 SILO
4237-XBX1-03-26	Extrusion SYS 5 (NIS)
4237-XBX1-03-26-X43003C	Extrusion SYS5 SLIDE G/V (NIS)
4237-XBX1-03-26-X43007	Extrusion SYS5 R/L (NIS)
4237-XBX1-03-26-XB43003	Extrusion SYS5 BLWR (NIS)
4237-XBX1-03-26-XFT176	Extrusion SYS5 SUCT FLTR (NIS)
4237-XBX1-03-27	Extrusion SYS 22
4237-XBX1-03-27-XFD460	Extrusion SYS 22 STRAND SIFTER ROTOLOK
4237-XBX1-03-27-XG306	Extrusion SYS 22 STRAND SIFTER
4237-XBX1-03-50	EXTRUSION PIPING
4237-XBX1-04	WST TREAT
4237-XBX1-04-01	STRIPPER 1
4237-XBX1-04-02	STRIPPER 2
4237-XBX1-04-03	CLARIFIER 1
4237-XBX1-04-04	CLARIFIER 2
4237-XBX1-04-05	WASTE WATER TK
4237-XBX1-04-06	Reactor CLEAN
4237-XBX1-04-06-XT301	Reactor CLEAN TK

4237-XBX1-04-06-XTK121	SODIUM SULFITE TK
4237-XBX1-04-07	PRIM SETLR
4237-XBX1-04-08	SWR/PROC LIFT STATIONS
4237-XBX1-04-09	F/PRESS
4237-XBX1-04-10	RECOVERED MON
4237-XBX1-04-11	VNT SCRBR 1
4237-XBX1-04-12	VNT SCRBR 2
4237-XBX1-04-13	T/O
4237-XBX1-04-14	DIKE COLL
4237-XBX1-04-15	SANITARY SEWAGE SYSTEM
4237-XBX1-04-16	INHIBITOR
4237-XBX1-04-50	WASTE TREATMENT PIPING
4237-XBX1-05	UTILITIES
4237-XBX1-05-01	COMPRESSED AIR SYSTEMS
4237-XBX1-05-02	AIR DRYERS & AIR HDR
4237-XBX1-05-03	COOLING WATER TOWER SYSTEM
4237-XBX1-05-04	175 STM
4237-XBX1-05-05	40 STM
4237-XBX1-05-06	PROC H2O
4237-XBX1-05-07	CITY H2O
4237-XBX1-05-08	N2
4237-XBX1-05-09	PROC SWR
4237-XBX1-05-09-XPP146	STORM SWR PP
4237-XBX1-05-10	CONDENSATE SYSTEM
4237-XBX1-05-50	UTILITIES PIPING
4237-XBX1-06	MISC/BLDG/SAFETY
4237-XBX1-06-01-X48057	FREIGHT ELEV
4237-XBX1-06-01-X48503	F/PRESS IN F/PRESS BLDG.
4237-XBX1-06-01-XAU101	2 FORKLIFT
4237-XBX1-06-01-XAU102	HYSTER FORKLIFT
4237-XBX1-06-01-XAU103	FORKLIFT
4237-XBX1-06-01-XAU104	PICKUP TRK
4237-XBX1-06-01-XAU105	1 FORKLIFT
4237-XBX1-06-01-XBG102	T/O INST HSE
4237-XBX1-06-01-XBG106	GAS BLD
4237-XBX1-06-01-XBG107	SYS19 BULK RAIL LD BLD
4237-XBX1-06-01-XDCS	BX DISTRIBUTED CNTRL SYS
4237-XBX1-06-01-XE48064	MA & AN TK HTR
4237-XBX1-06-01-XEX119	CNTRL RM AC - RF COND UNIT
4237-XBX1-06-01-XEX120	RACK RM AC - ROOF AIR UNIT
4237-XBX1-06-01-XFN120	P/BLD RF NE EXH FAN
4237-XBX1-06-01-XFN122	W P/BLD NW RF EXH FAN



4237-XBX1-06-01-XFT174	PROC H2O CHARCOAL FLTR (NIS)
4237-XBX1-06-01-XFT178	DEMIN H2O CHARCOAL FLTR
4237-XBX1-06-01-XHT128	P/BLD 1ST FLR ANNEX AREA HTR
4237-XBX1-06-01-XHT129	P/BLD 1ST FLR ELAST TK HTR
4237-XBX1-06-01-XHT131	UTILITY BLD SPACE HTR
4237-XBX1-06-01-XHT145	C/MIX BLD PORT SPACE HTR
4237-XBX1-06-01-XHT146	P/BLD 1ST FLR 3Reactor VAC PP HTR
4237-XBX1-06-01-XMI120	WHSE FIRE PROTECT
4237-XBX1-06-01-XMI121	P/BLD DRY SYS FIRE PROTECT
4237-XBX1-06-01-XMI122	P/BLD WET SYS FIRE PROTECT
4237-XBX1-06-01-XMI123	C/MIX BLD FIRE PROTECT
4237-XBX1-06-01-XMI129	KOKNEDR HOIST (NIS)
4237-XBX1-06-01-XMI130	EXT MAINT HOIST
4237-XBX1-06-01-XSC107	CAT SCALE
4237-XBX1-06-01-XSC108	T-DDM DRM SCALE
4237-XBX1-06-01-XTK112	W AIR REC
4237-XBX1-06-02	PROCESS BLD
4237-XBX1-06-03	WHSE BLD
4237-XBX1-06-04	C/MIX BLD
4237-XBX1-06-05	UTILITY BLD
4237-XBX1-06-06	EXT BLDG
4237-XBX1-06-07	F/PRESS BLD
4237-XBX1-06-08-X42502B	BUTADIENE COMP S/POT (NIS)
4237-XBX1-06-08-XC42502	BUTADIENE COMP (NIS)
4237-XBX1-06-08-XE31501	BUTADIENE COMP SEAL CLR (NIS)
4237-XBX1-06-08-XE31502	BUTADIENE COND (NIS)
4237-XBX1-06-08-XF45004	BUTADIENE FLTR (NIS)
4237-XBX1-06-08-XFN145	BIO SUMP PP CNTRLS SHED AC UNIT
4237-XBX1-06-08-XP41058	BUTADIENE TRK UNLD PP (NIS)
4237-XBX1-06-08-XT35001	BUTADIENE STOR TK (NIS)
4237-XBX1-06-50	MISC/BLDG PIPING
4237-XBX1-06-60	ELECTRICAL
4237-XBX1-07	BAREX ROADS
4237-XBX1-08	BAREX SEWERS