

07-23-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102504173

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BP Corporation North America, Inc.

7-21-03

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Stock Sale of PFG-US

Execution Date: March 25, 2002

2. Name and address of receiving party(ies)

Name: Rheinische Kunststoffwerke GmbH

Internal Address:

Street Address: Horchheimer Strasse 50, PF1945

City: Worms, Germany State: Zip: D67547

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,288,811

APTRA

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alexander D. Forman

Internal Address: ICE MILLER

Street Address: One American Square

Box 82001

City: Indianapolis State: IN Zip: 46282-0002

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

09-0007

DO NOT USE THIS SPACE

9. Signature.

Alexander D. Forman

Name of Person Signing

Signature

Date 7/17/03

Total number of pages including cover sheet, attachments, and document: 11

07/22/2003 EDOOPER 00000227 2288811

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40.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002783 FRAME: 0983

## 48/2002 of the Register of Deeds for 2002

Negotiated

in Basel, Switzerland, on 25 March 2002

Before me

Dr. Michael Christ

the undersigned notary

at Basel, Switzerland

**appeared today, proving their identity by presenting their passport/ID**

1. **Christine Oppenhoff**, lawyer, with residential address **Roseggerstrasse 10, -60320 Frankfurt am Main, Germany** not acting on her own but as attorney on behalf of

- (i) **Amoco Fabrics GmbH ("Amoco Fabrics")**, with registered seat in **Gronau**, registered with the commercial register of the local court of **Gronau** under **HRB 1405**;

proving her power of attorney by a certified power of attorney dated **20 March 2002** and a certified excerpt from the commercial register of **Amoco Fabrics** dated **7 January 2002**, originals of which have been presented and copies of which are attached to this deed and are herewith certified;

- (ii) **BP Chemicals PlasTec GmbH ("BP PlasTec")**, with registered seat in **Dietenheim**, registered with the commercial register of the local court of **Ulm (Donau)** under **HRB 2745**;

proving her power of attorney by a certified power of attorney dated **19 March 2002**, a copy of which is attached to this deed and is herewith certified, and a fax copy of a power of attorney dated **21 March 2002** which was presented and a certified copy of which will be attached to this deed once the original will have been presented to the acting notary as well as a certified excerpt from the commercial register of **BP PlasTec** dated **6 March 2002**, an original of which has been presented and a copy of which is attached to this deed and is herewith certified;

- (iii) **BP Amoco Chemical Company ("BP Amoco USA")**, a company incorporated under the laws of the State of **Delaware, United States of America**, having its registered offices at **200 East Randolph Drive, Chicago, Illinois 60601**;

proving her power of attorney by a power of attorney together with secretary's certificate and notarial confirmation dated **18 March 2002** as well as with a secretarial confirmation dated **15 March 2002**, originals of which were presented and certified copies of which will be attached to this deed once legalised originals will have been presented to the acting notary;

- (iv) **BP International Limited ("BP International")**, a company incorporated under the laws of **England and Wales**, having its registered offices at **Britannic House, 1 Finsbury Circus, London EC2M 7BA, United Kingdom**;

proving her power of attorney by a certified power of attorney dated **21 March 2002**, a fax copy of which was presented and certified copies of which will be attached to this deed once legalised originals will have been presented to the acting notary.

2. Pater Flëissner, with residential address at Raumühle, 55232 Alzey and
3. Ullrich Backhaus, with residential address at In den Neunmorgen 37, 67551 Worms, Germany, both not acting on their own but as managing director and, respectively, procurist on behalf of
  - (i) Rheinische Kunststoffwerke GmbH ("Renolit"), with registered seat in Worms, registered with the commercial register of the local court of Worms under HRB 65;
  - (ii) Renolit AG ("Renolit AG"), with registered seat in Worms, registered with the commercial register of the local court of Worms under HRB 1919.

proving their power of attorney by presenting a certified excerpt from the commercial register of Renolit dated 14 January 2002, and a certified excerpt from the commercial register of Renolit AG dated 14 January 2002, originals of which have been presented and copies of which are attached to this deed and are herewith certified.

The notary recording assured that in accordance with paragraph 3, para 1 sentence 1, item 7 in conjunction with paragraph 2 of the law governing authentication he and the persons whom he has joined for the purpose of jointly exercising their profession or with whom he has joint business premises, have not been and are not currently acting as attorneys in matters concerning the subject matter of this notarial deed. The persons appeared confirmed the absence of such a conflict.

The persons appeared under 1., 2. and 3. requested this deed including its attachments to be recorded in the English language. The acting notary who is in sufficient command of the English language ascertained that the persons appeared under 1., 2. and 3. are also in command of the English language. After having been instructed by the acting notary, the persons appeared under 1. and 2. waived their right to obtain the assistance of a sworn interpreter and to obtain a certified translation of this deed including its attachments into their German mother tongue.

**The persons appeared under 1. to 3. declared:**

We want to record the following

### Sale and Purchase Agreement

**Recitals:**

- (A) The Sellers own the Agricultural Packaging Business and the Films and Nonwovens Business, in particular
  - (i) Amoco Fabrics owns all shares in Amoco Deutschland GmbH ("Amoco Deutschland"), with registered seat in Gronau, registered with the commercial register of the local court of Gronau under HRB 324, as specified in Schedule 1 to this Agreement (the "AD Shares");
  - (ii) BP PlasTec owns certain assets and liabilities relating to the Agricultural Packaging Business and the Films and Nonwovens Business located at BP PlasTec's business premises in Nordhorn, Wasserburg and Michelstadt;

- (iii) BP Amoco USA owns all shares in PFG-US Inc. ("PFG-US"), a company incorporated under the laws of Delaware, having its registered offices at 200 East Randolph Drive, Chicago, Illinois 60601, as specified in Schedule 1 to this Agreement (the "PFG Shares");
- (B) The Sellers wish to sell and Renolit wishes to purchase the Agricultural Packaging Business and the Films and Nonwovens Business on the terms and conditions of this Agreement.
- (C) BP International and Renolit AG agree to guarantee for the obligations of the Sellers (in the case of BP International) and Renolit (in the case of Renolit AG) under this Agreement.

Now, therefore, the Parties agree as follows:

## 1 Interpretation

In this Agreement, including its Schedules, the headings shall not affect its interpretation and, unless the context otherwise requires, the provisions in this Clause 1 shall apply:

### 1.1 Definitions

"**2001 Audited Accounts**" means the Management Accounts of the Reporting Entities as at 31 December 2001 as reviewed by the Sellers Accountants, the balance sheets of which have been audited by the Sellers Accountants;

"**2002 Management Accounts**" means the unaudited Management Accounts for the period from 1 January 2002 to Completion;

"**31 December 2001 Management Accounts**" means the unaudited Management Accounts of the Reporting Entities;

"**AD Cash**" has the meaning ascribed to it in Clause 3.3;

"**AD Cash Financial Institution**" has the meaning ascribed to it in Clause 3.3;

"**AD Shares**" has the meaning ascribed to it in Recital (A) (i);

"**Affiliates**" means all affiliated enterprises in the meaning of Sec. 15 et seq. AktG (German Stock Corporation Act) and "**Affiliate**" means any of them;

"**Agricultural Packaging Business**" means all properties, rights, assets and liabilities used, exercised or owed exclusively in connection with the business of the manufacture and sale of plastic films for silage and round bale netting and exclusively carried on by BP PlasTec in Michelstadt, up to the Completion Accounts Date;

"**Amoco Deutschland**" means Amoco Deutschland GmbH, a company incorporated in Germany, details of which are set out in Recital A (i) and Schedule 2;

"**Amoco Fabrics**" means Amoco Fabrics GmbH, a company incorporated in Germany, details of which are set out in the notarial preface and Schedule 1;

"**Assets**" means all tangible and intangible assets, properties, rights, receivables, agreements and any other interests of any kind;

"**Assumed Liabilities**" means all Liabilities incurred by or otherwise relating to the Business Units, but excluding (i) any Liability in respect of Taxation, (ii) any Liability in respect to any fines or penalties (criminal or civil) for breach of law, (iii) any Liability in relation to debit

balances on any account with a bank owing as at Completion to any member of the Sellers' Group and Incurred otherwise than in the ordinary course of business, and (iv) any Liability in relation to the termination of the employment agreements of the Michelstadt Business Employees, provided that a Liability or matter shall in any event be an Assumed Liability to the extent it has been provided for, has been included as a liability or has reduced the value of an asset in the Completion Accounts, and "Assumed Liability" means any of them;

"Balance Sheet Date" means 31 December 2001;

"Bank Confirmation" has the meaning ascribed to it in paragraph 1.2 of Schedule 6;

"BP Amoco USA" means BP Amoco Chemical Company, a company incorporated in the state of Delaware, details of which are set out in the notarial preface and Schedule 1;

"BP International" means BP International Limited, a company incorporated in England and Wales, details of which are set out in the notarial preface;

"BP Livery" has the meaning ascribed to it in Clause 2.1.5;

"BP PlasTec" means BP Chemicals PlasTec GmbH, a company incorporated in Germany, details of which are set out in the notarial preface and Schedule 1;

"Business Day" means a day on which banks are open for a full range of business: (i) in relation to any payment obligations under this Agreement, in both the city or town of the payer and the location of the payee's account as specified in the relevant Payment Account Details; (ii) for the purposes of Clause 11.9, in the place to which any notice may be sent in accordance with that Clause; and (iii) in relation to the other terms of this Agreement, in Frankfurt am Main;

"Business Employees" means all employees exclusively engaged in the Business Units at Completion and "Business Employee" means any one of them;

"Business Units" means the Agricultural Packaging Business and the Films and Nonwovens Business as carried out by BP PlasTec in Michelstadt, Nordhorn and Wasserburg and "Business Unit" means any of them;

"Capital Expenditure" means expenditure on an accrual basis on acquisition of and additions to any fixed asset where ownership has passed to any Company or Business Unit, including the expense of acquiring or improving or bringing a fixed asset to its current state and condition and before any revaluations or disposals;

"Cash Account" has the meaning ascribed to it in Clause 3.3;

"Cash Balances" means cash in hand or credited to any account with a financial institution on the basis that full withdrawal may be made at any time on not more than 7 (seven) days' notice, any overdraft with a financial institution on the basis that such overdraft is repayable on demand, and securities with a maturity of less than 1 (one) year which are readily convertible into cash (and provided that the value which shall be attributed to such securities shall be after deduction of any costs, expenses or taxes which would be incurred on or by such conversion);

"CHAPS" means clearing houses automated payment systems;

"Companies" means Amoco Deutschland and PFG-US, and "Company" means any one of them;

**"Company Employees"** means all employees exclusively engaged at Completion by a Company and **"Company Employee"** means any of them;

**"Completion"** means completion of this Agreement to occur pursuant to Clause 6.1 and Clause 6.2;

**"Completion Accounts"** has the meaning ascribed to it in paragraph 1 of Schedule 4;

**"Completion Accounts Date"** has the meaning ascribed to it in paragraph 1 of Schedule 4;

**"Completion Date"** means the date on which Completion takes place;

**"Confidentiality Agreement"** means the confidentiality agreement dated 13 June 2001 between Renolit AG and Lehman Brothers Europe Limited on behalf of BP Plc;

**"Conversion Rate"** means the closing mid-point rate for a transaction between the two currencies in question as quoted by the Frankfurter Allgemeine Zeitung for any date on which a conversion rate is to be determined in accordance with this Agreement; or, if no such rate is quoted for that date, for the first preceding day for which such rates are quoted;

**"Data Room"** means the data room the contents of which are listed in Schedule 2 to the Disclosure Letter;

**"Disclosure Letter"** means the letter of even date with this Agreement from the Sellers to Renolit (together with its attachments) attached as Annex 1 to Schedule 7 disclosing:

- (i) information constituting exceptions to the Warranties; and
- (ii) details of other matters as may be referred to in this Agreement;

**"Disposal Notice"** has the meaning ascribed to it in Clause 2.3.4;

**"Employee Benefit Arrangements"** means in any jurisdiction, the benefit schemes or arrangements in respect of Relevant Employees (other than state or mandatory social security arrangements or mandatory collective bargaining arrangements), operated by the Sellers (or any of them) or in which the Sellers (or any of them) participates and that is in force at the Completion Date and which provides benefits on retirement, ill-health or injury, death or voluntary withdrawal from or involuntary terminations of employment, including termination indemnity payments, life assurance arrangements, accidental death and dismemberment schemes, and post retirement medical benefits;

**"Employment Transfer"** has the meaning ascribed to it in Clause 2.4.6;

**"Encumbrance"** means any claim, charge, pledge, mortgage, security, lien, option, equity, power of sale, hypothecation or other similar third party rights;

**"Environment"** means all or any of the following media, alone or combination: (i) the air (including the air within buildings and the air within any other natural or man-made structures above or below ground); (ii) water (including water under or within land or in pipes or sewerage systems); (iii) soil and land; and (iv) any ecological systems and living organisms supported by those media;

**"Environmental Law"** means all European Community, national, federal, provincial, state or local statutes, and any codes of law (having legal effect), in force at Completion concerning:

- (i) pollution of, damage to or protection of the Environment and/or the provision of remedies in respect of or compensation for damage or harm to the Environment;

- (ii) emissions, discharges, releases or escapes into the Environment or the presence in the Environment of Hazardous Substances or the production, processing, management, treatment, storage, transport, handling or disposal of Hazardous Substances; and/or
- (iii) the health and safety of employees, contractors and invitees in the workplace (for the avoidance of doubt including fire protection requirements);

and any bylaws, regulations or subordinate legislation, judgments, decisions, notices, orders, circulars and codes of practice from time to time issued or made thereunder having force of law but always excluding town and country planning or zoning law;

**"Environmental Permit"** means any licence, approval, authorisation, permission, notification, waiver, order or exemption which is issued, granted or required under Environmental Law for the operation of any of the Agricultural Packaging Business and the Films and Nonwovens Business on or before Completion;

**"EURIBOR"** means the European Inter Bank Offered Rate for Euro deposits in relation to any period in respect of which an interest rate is to be determined pursuant to this Agreement, as published on the Reuters screen (currently Reuters page EURIBOR 01) or, if such page is not available, on Telerate page 248 (or such other page or service as may replace either for the purposes of displaying Euro inter-bank offered rates of leading reference banks for deposits in Euro) as of 11:00 am Brussels time at the relevant date;

**"Films and Nonwovens Business"** means all properties, rights, assets and liabilities used, exercised and owed exclusively in connection with the business of the manufacture and sale of films, nonwoven and laminated composites for hygiene and industrial products and exclusively carried on by BP PlasTec at Gronau, Wasserburg and Nordhorn in Germany and by PFG-US, up to the Completion Accounts Date;

**"Final Allocation"** has the meaning ascribed to it in Clause 3.2.1;

**"Final Payment Date"** means the date which is 5 (five) Business Days after the Completion Accounts are agreed by the Sellers and Renolit or otherwise determined, in either case in accordance with Schedule 4;

**"Force Majeure"** means any circumstances beyond the reasonable control of the Sellers, including without limitation, any of the following to the extent beyond the reasonable control of the Sellers: (i) war, acts of warfare, hostilities (whether war be declared or not), invasion, incursion by armed force, act of hostile army, nation or enemy; (ii) riot, uprising against constituted authority, civil commotion, disorder, rebellion, organised armed resistance to the government, insurrection, revolt, military or usurped power, civil war; (iii) industrial action; (iv) any part of the Agricultural Packaging Business and the Films and Nonwovens Business being rendered unsafe as a result of any hazardous, dangerous, perilous, unsafe chemical, substance, material or property or nuclear radiation; (v) flood, fire, arson, storm, lightning, tempest, accident, or other Acts of God; (vi) epidemic, explosion, disease, earthquake, hijacking, sabotage or, crime;

**"Gronau Fabrics Business"** means all properties, rights, assets and liabilities used, exercised or owed exclusively in connection with the business involved in the production, marketing, sales and distribution of carpet backing, woven geotextiles and Curv<sup>TM</sup> composites that is carried on at Gronau, Germany, and was transferred from Amoco Deutschland to Amoco Fabrics as a result of the Gronau Split;

**"Gronau Split"** means the split (*Abspaltung*), which came into effect on 5 October 2001, of the Gronau Fabrics Business from Amoco Deutschland to Amoco Fabrics pursuant to the Gronau Split Document;

**"Gronau Split Document"** means the document by which the Gronau Split has been effected, which has been made available to Renolit in the Data Room;

**"Hazardous Substances"** means any wastes, pollutants, contaminants or other substances (including, without limitation, liquids, solids, gases, ions, living organisms and noise) that are harmful to human health or the Environment or a nuisance to any person;

**"Initial Allocation"** has the meaning ascribed to it in Clause 3.2.1;

**"Intellectual Property"** means trade marks, service marks, trade names, logos, get-up, patents, inventions, utility models, registered and unregistered design rights, copyrights, copyright licences, domain names, rights in software, rights of extraction relating to databases and all other similar proprietary rights which may subsist in any part of the world (but excluding Know-How) including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations;

**"Know-How"** means confidential, industrial and commercial information and techniques in any form (including paper, electronically stored data, magnetic media, film and microfilm) including (without limiting the foregoing) drawings, formulae, test results, reports, project reports and testing procedures, shop practices, instruction and training manuals, tables of operating conditions, market forecasts, specifications, quotations, tables, lists and particulars of customers and suppliers, marketing methods and procedures, show-how and advertising copy;

**"Lease Agreements"** means all lease or licence agreements relating to any Leased Property held by any of the Companies or BP PlasTec in relation to the Business Units, which remain in force at the Completion Date;

**"Leased Properties"** means the leased properties (or equivalent or similar tenure in any jurisdiction) vested in any Company or Business Unit identified in Part 3 of Schedule 10 as being leased (or equivalent or similar tenure) and **"Leased Property"** means any one of them;

**"Liabilities"** means all liabilities, duties and obligations of every description, whether deriving from contract, statute or otherwise, whether present or future, actual or contingent, ascertained or unascertained or disputed and whether owed or incurred severally or jointly or as principal or surety;

**"Losses"** means all losses, Liabilities, costs (including, but not limited to, reasonable legal costs and other expert advice), charges and expenses, including those arising out of actions, proceedings, claims and demands but excluding any indirect or consequential loss;

**"Management Accounts"** means the unaudited monthly management accounts produced by each of the Reporting Entities and submitted to the management of the Plastic Fabrications Group at Sunbury;

**"Michelstadt Business Employees"** means 15 employees engaged at the Business Unit in Michelstadt, the employment agreements of which are planned to be terminated by BP PlasTec and **"Michelstadt Business Employee"** means any of them;



**"Owned Properties"** means the real property estates or hereditary building right owned by or granted to BP PlasTec (in relation to the Business Units) and the Companies, listed in Parts 1 and 2 of Schedule 10, and **"Owned Property"** means any of them;

**"Payment Account Details"** means, in relation to any payment to be made under or pursuant to this Agreement, the name, account number, sort code, account location and other details specified by the payee and necessary to effect payment (whether by cheque, banker's draft, telegraphic or other electronic means of transfer) to the payee;

**"Permitted Capital Expenditure"** means the expenditure items set out in Schedule 13;

**"PFG Shares"** has the meaning set out in Recital (A) (iii);

**"PFG-US"** has the meaning ascribed to it in Recital (A) (iii);

**"PlasTec BV"** means BP Chemicals PlasTec B.V., a company incorporated in the Netherlands;

**"Post Completion Accounts Date Cash Movement"** means the Cash Balances of the Business Units at Completion less the Cash Balances of the Business Units at the Completion Accounts Date plus cheques dated up to the Completion Accounts Date that were presented for payment up to the Completion Date less uncleared deposits at the Completions Accounts Date that cleared up to Completion Date;

**"Properties"** means the Owned Properties and the Leased Properties and **"Property"** means any one of them;

**"Proposed Purchaser"** has the meaning ascribed to it in Clause 2.3.3;

**"Purchase Price"** has the meaning set out in Clause 3.1.1;

**"Relevant Disposal"** has the meaning ascribed to it in Clause 2.3.3;

**"Relevant Employees"** means the Business Employees and the Company Employees;

**"Relevant Intellectual Property"** means all rights and interests, including licences, owned by the Companies and BP PlasTec in Intellectual Property used exclusively in connection with Agricultural Packaging Business and the Films and Nonwovens Business;

**"Relevant Know-How"** means all rights and interest owned by the Companies and BP PlasTec in Know-How used exclusively in connection with any of the Agricultural Packaging Business and the Films and Nonwovens Business;

**"Relevant Period"** means the period commencing three years before Completion and ending at Completion";

**"Renolit"** means Rheinische Kunststoffwerke GmbH, a company incorporated in Germany, details of which are set out in the notarial preface;

**"Renolit AG"** means Renolit AG, a company incorporated in Germany, details of which are set out in the notarial preface;

**"Renolit's Accountants"** means Falk & Co. Gesellschaft mbH of Im Breitspiel 21, 69126 Heidelberg;

**"Renolit's Group"** means Renolit and any of its Affiliates including, from Completion; the Companies;

**"Renolit's Solicitors"** means Shearman & Sterling of Otto-Beck Strasse 42, 68165 Mannheim;

**"Reporting Accountants"** means an Independent firm of accountants agreed by the Sellers and Renolit or, if that firm is unable or unwilling to act in any matter referred to them under this Agreement, a firm of chartered accountants (*Wirtschaftsprüfer*) to be agreed by the Sellers and Renolit within 7 (seven) days of a notice by one to the other requiring such agreement, or failing such agreement, to be nominated on the application of either of them by the Institute of Chartered Accountants (*Institut der Wirtschaftsprüfer*) in Germany;

**"Reporting Entities"** means the individual operations which submit Management Accounts relating to the Agricultural Packaging Business and Films and Nonwovens Business which are listed in Annex 1 to Schedule 4 and **"Reporting Entity"** means any one of them;

**"Revised Working Capital"** has the meaning ascribed to it in paragraph 2.3.4 (vi) of Schedule 4;

**"Sellers"** means: (i) Amoco Fabrics in relation to Amoco Deutschland, (ii) BP PlasTec in relation to each of the Business Units and (iii) BP Amoco USA in relation to PFG-US, and **"Seller"** means all or any of them;

**"Sellers' Accountants"** means Ernst & Young of Becket House, 1 Lambeth Palace Road, London SE1 7EU;

**"Sellers' Group"** means BP plc., a company registered in England and Wales, with registered number 102498, and all of its direct and indirect subsidiaries and Affiliates, from time to time, except for the Companies;

**"Sellers' Solicitors"** means Linklaters Oppenhoff & Rädler of Mainzer Landstrasse 16, 60325 Frankfurt am Main;

**"Senior Employee"** means any employee or consultant employed or engaged exclusively by or in any of the Agricultural Packaging Business and the Films and Nonwovens Business on an annual cash base salary or fee (on the basis of full-time employment or consultancy) in excess of EUR 85,000 (eighty-five thousand Euro) or local equivalent;

**"Shares"** means the AD Shares and the PFG Shares;

**"Tax Audit"** means any field audit (*Außenprüfung, Betriebsprüfung*) carried out by any Taxation Authority in respect to any Tax;

**"Taxation"** or **"Tax"** means all forms of taxation and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies, including, without limitation, income taxes, sales taxes, use taxes, stamp duty, transfer taxes, gross income taxes, value added taxes, social contribution taxes and charges (*Sozialbeiträge*), financial operations taxes, employment taxes and withholding taxes, in each case wherever and whenever imposed and all penalties and interest relating thereto;

**"Taxation Authorities"** means any government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authorities, bodies or officials anywhere in the world competent to impose, administer or collect any Taxation or make any ruling on any matter relating to Taxation and **"Taxation Authority"** means any of them;

**"Third Party Consents"** means, save for Environmental Permits, all consents, licences, approvals, permits, authorisations or waivers required from third parties for the conveyance, transfer, assignment, novation or underletting in favour of Renolit of any of the Shares and

the Assets and Liabilities belonging to the Business Units and "Third Party Consent" means any one of them;

"Transaction" means any transaction, act or event of any nature whatsoever;

"Warranties" means the warranties contained in Schedule 7 and "Warranty" means any one of them;

"Web Dynamics Receivable" has the meaning ascribed to it in Clause 3.6.3.

## 1.2 German Legal or Accounting Terms, Statutory Provisions, Legal Concepts

The provisions of this Agreement and its Schedules are expressed with reference to German law. To the extent that any of the provisions of this Agreement and its Schedules relate to any object governed by or located in any jurisdiction other than Germany, they shall be construed in such manner which most nearly corresponds to the intention of the German jurisdiction.

In particular, without limiting the generality of the foregoing, references to any German legal or accounting term or any German statutory provision or any German legal concept or principle, where relevant, shall in respect of any jurisdiction other than Germany be construed as references to the term, provision, concept or principle which most nearly corresponds to it in that jurisdiction.

## 2 Agreement to sell the Agricultural Packaging Business and Films and Nonwovens Business

### 2.1 Sale and Purchase

#### 2.1.1 Sale of the Shares

- (i) Amoco Fabrics herewith sells to Renolit, who accepts such sale, the AD Shares;
- (ii) BP Amoco USA herewith sells to Renolit, who accepts such sale, the PFG Shares;

together with all ancillary rights including all rights to profits of the current business year and all non-distributed profits of previous business years.

#### 2.1.2 Sale of the Business Units

BP PlasTec herewith sells to Renolit, who accepts such sale, the Business Units (including the goodwill) on a going-concern basis. If Assets or Assumed Liabilities relating to the Business Units are purchased, manufactured or otherwise acquired by BP PlasTec or any of its Affiliates in compliance with the terms of this Agreement between the date hereof and Completion, such Assets and Assumed Liabilities shall be subject to the sale contemplated herein. If Assets or Assumed Liabilities relating to the Business Units are sold or otherwise disposed of and in compliance with the terms of this Agreement between the date hereof and Completion, such Assets and Assumed Liabilities shall not be subject to the sale contemplated herein.

- 2.1.3 Subject to Clause 2.1.5 - 2.1.9 and Clause 4.1, the transfer of the Shares and the Business Units shall be effected as specified in Clause 6.