

If you have any questions about the packet of materials you have received, you may contact the Debtors' counsel by mail at the address listed above, or by phone at (212) 504-6000.

B. Summary of the Plan

Although the Chapter 11 Cases are jointly administered pursuant to an order of the Bankruptcy Court, the Debtors are not proposing the substantive consolidation of their respective bankruptcy estates. Thus, although the Plan generally applies to all the Debtors, except where otherwise indicated, (i) the Plan constitutes 94 distinct chapter 11 plans, one for each Debtor; (ii) for voting purposes, each holder of a Claim in a Class will vote its Claims in such Class by individual Debtor; and (iii) the classification scheme set forth in Article IV hereof applies to each Debtor, but to the extent there are no Claims in a certain Class against a particular Debtor, that Class will be deemed not to exist for any purpose whatsoever in respect of that Debtor. The Debtors are submitting a Joint Plan, covered by a single Disclosure Statement, to simplify drafting and to avoid duplicative costs relating to the preparation and distribution of multiple plans and disclosure statements.

The following tables summarize the classification and treatment of Administrative Expenses, Claims and Equity Interests under the Plan.³ For the purpose of providing a full picture of the Debtors' obligations with respect to the payments to be made in connection with confirmation of the Plan, descriptions of Claims are included even if they are not separately classified under the Plan. *For a more detailed description of the classification and treatment of Claims and Equity Interests under the Plan, please see Article IV below.*

<u>Class</u>	<u>Description</u>	<u>Treatment Under The Plan</u>	<u>Estimated Recovery*</u>	<u>Voting Status</u>
--	Administrative Expenses (estimated \$311 million – \$391 million, plus Postpetition Intercompany Claims)	Each holder of an Allowed Administrative Expense will receive, in full and complete satisfaction, settlement and release of such Administrative Expense, an amount in Cash equal to the Allowed amount of such Administrative Expense on, or as soon as is reasonably practicable after, the later of (i) the Effective Date, (ii) the date such Administrative Expense otherwise would become due in the ordinary course of business, and (iii) the last Business Day of the month in which such Administrative Expense becomes Allowed, provided such Administrative Expense becomes Allowed at least ten (10) days prior to the last Business Day of the month, otherwise the last Business Day of the following month.	100%	N/A
--	DIP New Money Claims and DIP ABL Claims (estimated \$2.167 billion – \$4.9 billion) ⁴	Each holder of a DIP New Money Claim or DIP ABL Claim will receive, in full and complete satisfaction, settlement and release of such Claim (except for the Excluded DIP Obligations), an amount in Cash equal to the Allowed amount of such Claim on the Effective Date.	100%	N/A

* N/A indicates that no Claims have been scheduled or filed, or if filed, are expected to be Allowed.

³ These tables provide only a summary of the classification, impairment and entitlement to vote of Administrative Expenses, Claims, and Equity Interests under the Plan. For a complete description of the classification and treatment of Claims and Equity Interests, reference should be made to the entire Disclosure Statement and the Plan and all exhibits thereto, to which this summary is qualified in its entirety by reference. All figures are approximate and aggregated for all Debtors.

⁴ Low estimate is based on actual draw amount of \$2.167 billion as of December 9, 2009. High estimate is based on potential maximum availability under the DIP Financing. The Debtors estimate that the amount outstanding for DIP New Money Claims and DIP ABL Claims (including letters of credit, accrued interest and other fees) will be approximately \$3.04 billion as of the Effective Date.

<u>Class</u>	<u>Description</u>	<u>Treatment Under The Plan</u>	<u>Estimated Recovery*</u>	<u>Voting Status</u>
--	Priority Tax Claims (estimated \$14 million – \$23 million)	Each holder of an Allowed Priority Tax Claim will receive, in full and complete satisfaction, settlement and release of and in exchange for such Allowed Claim, at the sole option of the Debtor primarily obligated for the payment of such Allowed Priority Tax Claim, (i) on the Effective Date, an amount in Cash equal to the Allowed amount of such Claim, or (ii) on the Effective Date and each year on the Effective Date Anniversary, or on any earlier date at the sole option of the applicable Debtor, equal annual Cash payments, in an aggregate amount equal to such Allowed Priority Tax Claim, together with a rate of interest determined under applicable nonbankruptcy law pursuant to section 511 of the Bankruptcy Code or such other amount as determined by the Bankruptcy Court in the Confirmation Order, over a period not exceeding five (5) years after the later of (a) the Commencement Date and (b) the date of assessment of such Allowed Priority Tax Claim; <i>provided, however</i> , that no holder of an Allowed Priority Tax Claim will be entitled to any payments on account of any pre-Effective Date interest or penalty accrued on or after the Commencement Date with respect to or in connection with such Allowed Priority Tax Claim. All Allowed Priority Tax Claims that are not due and payable on or before the Effective Date will be paid in the ordinary course of business by the applicable Debtor as such obligations become due.	100%	N/A
1	Priority Non-Tax Claims (estimated \$0.4 million – \$2 million)	Except to the extent that the holder has been paid by or on behalf of the Debtors prior to the Effective Date, each holder of an Allowed Priority Non-Tax Claim against any Debtor will receive, in full and complete satisfaction, settlement and release of and in exchange for such Allowed Claim, an amount in Cash equal to the Allowed amount of such Priority Non-Tax Claim on the later of (i) the Effective Date and (ii) the last Business Day of the month in which such Priority Non-Tax Claim becomes Allowed, provided such Priority Non-Tax Claim becomes Allowed at least ten (10) days prior to the last Business Day of the month, otherwise the last Business Day of the following month.	100%	Unimpaired; Not entitled to vote (deemed to accept)
2	Secured Tax Claims (estimated \$10 million – \$12 million)	Each holder of an Allowed Secured Tax Claim against any Debtor, at the sole option of the Debtor obligated for the payment of such Allowed Secured Tax Claim, in full and complete satisfaction, settlement and release of and in exchange for such Allowed Claim, will either (i) receive on the Effective Date, Cash equal to the Allowed amount of such claim, or (ii) retain its lien securing such Allowed Secured Tax Claim and on the Effective Date and each year on the Effective Date Anniversary, or on any earlier date at the sole option of the applicable Debtor, receive from such Debtor equal annual Cash payments, in an aggregate amount equal to such Allowed Secured Tax Claim, together with a rate of interest determined under applicable nonbankruptcy law pursuant to section 511 of the Bankruptcy Code or such other amount as determined by the Bankruptcy Court in the Confirmation Order, over a period not exceeding five (5) years after the date of assessment of such claim.	100%	Unimpaired; Not entitled to vote (deemed to accept)

<u>Class</u>	<u>Description</u>	<u>Treatment Under The Plan</u>	<u>Estimated Recovery*</u>	<u>Voting Status</u>
3	DIP Roll-Up Claims (\$3.25 billion)	<p>Each holder of an Allowed DIP Roll-Up Claim will receive on the Effective Date, in full and complete satisfaction, settlement and release of and in exchange for such Allowed Claim against the Debtors and the Obligor Non-Debtors, New Third Lien Notes in the same principal amount as such Allowed Claim; <i>provided, however</i>, that if Class 3 votes to reject the Plan, (a) each holder of an Allowed DIP Roll-Up Claim that votes to reject the Plan will receive on the Effective Date, in full and complete satisfaction, settlement and release of and in exchange for such Allowed Claim against the Debtors and the Obligor Non-Debtors, Cram Down Notes in the same principal amount as such Allowed Claim, and (b) each holder of an Allowed DIP Roll-Up Claim that does not vote to reject the Plan will receive on the Effective Date, in full and complete satisfaction, settlement and release of and in exchange for such Allowed Claim against the Debtors and the Obligor Non-Debtors, New Third Lien Notes in the same principal amount as such Allowed Claim. Following the Voting Deadline, holders of Allowed DIP Roll-Up Claims will not be able to change their vote on the Plan without the written consent of the Debtors.</p> <p>To the extent that the requisite majority of holders (in both number and amount of claims) of Allowed DIP Roll Up Claims cause Class 3 to accept the Plan, all holders of Allowed DIP Roll-Up Claims will receive on the Effective Date, in full and complete satisfaction, settlement and release of and in exchange for such Allowed Claim against the Debtors and the Obligor Non-Debtors, New Third Lien Notes in the same principal amount as such Allowed Claims, no holder of an Allowed DIP Roll Up Claim will receive any Cram Down Notes, and the Debtors will not issue the Cram Down Notes. In that event, on the Effective Date, the 3% exit fee under the DIP Term Loan Agreement shall be paid to the DIP Roll Up Lenders. The principal terms of the New Third Lien Notes and the Cram Down Notes are set forth in Exhibit D and Exhibit E to the Plan, respectively.</p> <p>In addition, if a majority in the aggregate amount of Claims in Class 3 and Class 4 together vote in favor of the Plan, the guarantees made by, and liens on account of the DIP Roll-Up Claims and Senior Secured Claims against, the Obligor Non-Debtors will be released pursuant to the terms of the Senior Secured Credit Agreement.</p>	100%	Impaired; Entitled to vote

<u>Class</u>	<u>Description</u>	<u>Treatment Under The Plan</u>	<u>Estimated Recovery*</u>	<u>Voting Status</u>
4	Senior Secured Claims (\$9.51 billion)	<p>Each holder of an Allowed Senior Secured Claim will receive on the Effective Date, in full and complete satisfaction, settlement and release of and in exchange for such Allowed Claim against the Debtors (i) its Pro Rata Share of 100% of Class A Shares based on net value allocable to LBFC and its direct and indirect subsidiaries, less the number of Class A Shares provided to holders of Allowed Claims who receive a distribution in Classes 5 and 7-C, subject to dilution on account of the Equity Compensation Plan and the New Warrants; <i>provided, however</i>, that each holder of a Senior Secured Facility Claim will also receive on account of Claims against Obligor Non-Debtors distributions as set forth in Section 5.4(a) of the Plan, (ii) the right to purchase its Rights Offering Pro Rata Share of Class B Shares, <i>provided, however</i>, that the right of any holder of a Class 4 Claim to purchase its Rights Offering Pro Rata Share of Class B Shares will be limited to the amount corresponding to the number of Class A Shares to be distributed on the Effective Date pursuant to (i) of Section 4.4(b) of the Plan (other than the proviso thereto), and (iii) an Allowed Claim in Class 7-C in an amount up to \$8.96 billion against each of Millennium US Op Co, LLC (“MPCO”), Millennium Petrochemicals Inc. (“MPI”) and Millennium Specialty Chemicals Inc (“MSC”). In addition, all holders of Allowed Senior Secured Claims will waive all Deficiency Claims they may have against Obligor Debtors. Additionally, as required by the Lender Litigation Settlement, on the Effective Date, the Senior Secured Lenders will assign to the Debtors all of their rights and remedies under the Intercreditor Agreement with respect to the holders of 2015 Notes.</p> <p>If a majority in the aggregate amount of Claims in Class 3 and Class 4 together vote in favor of the Plan, the guarantees made by, and liens on account of the DIP Roll-Up Claims and Senior Secured Claims against, the Obligor Non-Debtors will be released pursuant to the terms of the Senior Secured Credit Agreement.</p> <p>On the Effective Date, all outstanding Senior Secured Facility Letters of Credit shall be terminated and replaced by letters of credit issued under the Exit Facility on terms satisfactory to the Senior Secured LC Issuer.</p>	[__]% ⁵	Impaired; Entitled to vote
5	Bridge Loan Claims (\$8.297 billion)	<p>Each Allowed Bridge Loan Claim will receive on the Effective Date, in full and complete satisfaction, settlement and release of and in exchange for such Allowed Claim against the Debtors (i) an Allowed Claim in Class 7-C against MPCO, MPI and MSC, (ii) its Pro Rata Share of 26,785,344 Class A Shares (which is the equivalent of 4.75% of the Class A and Class B Shares), subject to dilution on account of the Equity Compensation Plan and the New Warrants, and (iii) its Pro Rata Share of the New Warrants.</p> <p>On the Effective Date, the rights and claims (including any guarantee claims) of holders of Bridge Claims against Obligor Non-Debtors shall be extinguished.</p>	6.3%	Impaired; Entitled to vote

⁵ Recoveries were determined on a post-Rights Offering basis. Holders of Senior Secured Claims will receive a [__]% recovery on account of their Claims against Debtors based on the net allocable value of LBFC and its direct and indirect subsidiaries. Holders of Senior Secured Facility Claims will receive an additional recovery on account of their Claims against LBIH and LBIAF and their direct and indirect subsidiaries (other than LBFC and its direct and indirect subsidiaries).

<u>Class</u>	<u>Description</u>	<u>Treatment Under The Plan</u>	<u>Estimated Recovery*</u>	<u>Voting Status</u>
6	Other Secured Claims (estimated \$256 million – \$262 million)	Each Allowed Other Secured Claim against a Debtor will be, on the Effective Date, in full and complete satisfaction, settlement and release of and in exchange for such Allowed Claim, at the sole discretion of the Debtor obligated for the payment of such Allowed Claim, either (i) reinstated or rendered unimpaired in accordance with section 1124 of the Bankruptcy Code (only if not due and payable on or before the Effective Date), notwithstanding any contractual provision or applicable nonbankruptcy law that entitles the holder of an Other Secured Claim to demand or receive payment of such Claim prior to its stated maturity from and after the occurrence of a default; (ii) paid in the ordinary course of business in accordance with the course of practice between the Obligor Debtors and such holder with respect to such Allowed Claim; or (iii) paid by transfer of the Collateral securing such Allowed Claim to the holder of such Allowed Claim. Mechanic's and materialman's liens which were properly asserted and perfected under applicable law will be Allowed Claims and will be paid in full.	100%	Unimpaired; Not entitled to vote (deemed to accept)
7-A	General Unsecured Claims Against the Obligor Debtors ⁶ (estimated \$944 million – \$1.22 billion)	Each holder of an Allowed General Unsecured Claim against an Obligor Debtor will receive on the Effective Date, in full and complete satisfaction, settlement and release of and in exchange for such Allowed Claim, (i) its Pro Rata Share of Cash totaling \$300 million, less an amount of Cash distributed to holders of Allowed Class 8 Claims on a pro rata basis as if the amount of such claimant's Allowed Class 8 Claims were included in Class 7-A, and (ii) its Pro Rata Share of the Litigation Trust, less the amount distributed to holders of Allowed Class 8 Claims on a pro rata basis as if the amount of such claimant's Allowed Class 8 Claims were included in Class 7-A. ⁷	10.7% plus any recovery from the Litigation Trust	Impaired; Entitled to vote
7-B	General Unsecured Claims Against Non-Obligor Debtors (estimated \$8 million – \$9 million)	Each holder of an Allowed General Unsecured Claim against a Non-Obligor Debtor will receive on the Effective Date, in full and complete satisfaction, settlement and release of and in exchange for such Allowed Claim, its Pro Rata Share of Cash totaling the net value of its applicable Debtor after allocation of Allowed Administrative Expenses, Other Secured Claims, Priority Tax Claims and Priority Non-Tax Claims against the applicable Non-Obligor Debtor. <u>See</u> Exhibit G to the Plan for the estimated recovery percentages for each Non-Obligor Debtor, estimated General Unsecured Claims against each Non-Obligor Debtor and the estimated value attributable to each Non-Obligor Debtor.	0-100%	Impaired/ Unimpaired; Not entitled to vote (deemed either to accept or reject) ⁸

⁶ Although there are unencumbered assets at Lyondell Chemical and Basell USA Inc., there is no value available to General Unsecured Claims against these Debtors after allocating among the Debtors Administrative Expenses (including professional fees), amounts owed under or in respect of the DIP ABL Claims and DIP New Money Claims, and amounts owed on or in respect of any adequate protection liens and claims of prepetition secured creditors as a result of those adequate protection liens.

⁷ Holders of Allowed General Unsecured Claims against MSC, MPI and MPCO, other than Senior Secured Lenders and Bridge Lenders, will also be entitled to share in recoveries as holders in Class 7-A.

⁸ As set forth on Exhibit G to the Plan, depending on the applicable Non-Obligor Debtor, holders of Claims in this Class will recover either 100% of their Claims or 0% of their Claims. Holders of Allowed General Unsecured Claims that will recover 100% will be deemed to accept the Plan. Holders of Allowed General Unsecured Claims that will recover 0% will be deemed to reject the Plan.

<u>Class</u>	<u>Description</u>	<u>Treatment Under The Plan</u>	<u>Estimated Recovery*</u>	<u>Voting Status</u>
		Basell Capital Corporation	N/A	Impaired; Not entitled to vote (deemed to reject)
		Basell Impact Holding Company	N/A	Impaired; Not entitled to vote (deemed to reject)
		Equistar Bayport, LLC	0%	Impaired; Not entitled to vote (deemed to reject)
		Lyondell Asia Pacific, Ltd.	100%	Unimpaired; Not entitled to vote (deemed to accept)
		LyondellBasell Advanced Polyolefins USA Inc.	100%	Unimpaired; Not entitled to vote (deemed to accept)
		LyondellBasell AF GP S.à.r.l.	100%	Unimpaired; Not entitled to vote (deemed to accept)
		Lyondell Bayport, LLC	N/A	N/A
		Lyondell Chemical Holding Company	N/A	N/A
		Lyondell Chemical International Company	N/A	N/A
		Lyondell Chemical Properties, L.P.	N/A	N/A
		Lyondell Chemical Wilmington, Inc.	N/A	N/A
		Lyondell General Methanol Company	N/A	N/A
		Lyondell Greater China, Ltd.	100%	Unimpaired; Not entitled to vote (deemed to accept)

<u>Class</u>	<u>Description</u>	<u>Treatment Under The Plan</u>	<u>Estimated Recovery*</u>	<u>Voting Status</u>
		Lyondell Intermediate Holding Company	N/A	N/A
7-C	General Unsecured Claims Against Schedule III Debtors (estimated \$1.15 billion – \$1.78 billion plus Senior Secured Lender and Bridge Lender general unsecured Claims against MPI, MSC and MPCO)	Each holder of an Allowed General Unsecured Claim against MCI will receive, in full and complete satisfaction, settlement and release of and in exchange for such Allowed Claim, beneficial trust interests in the Millennium Custodial Trust, which will entitle such holder to its Pro Rata Share of recoveries with respect to the assets of the Millennium Custodial Trust, including any recovery by MCI as a result of its direct or indirect ownership interest in its direct and indirect subsidiaries. Each holder of an Allowed General Unsecured Claim against an MCI Subsidiary will receive, in full and complete satisfaction, settlement and release of and in exchange for such Allowed Claim, a contractual right under the Plan from the applicable MCI Subsidiary entitling the holder to a potential payment up to the amount of such holder's Allowed Claims against the MCI Subsidiary on the Effective Date; <i>provided, however</i> , that to the extent holders of Claims in Class 5 are granted a Claim in Class 7-C by virtue of Section 4.5(b)(i) of the Plan, the total aggregate recovery available to each holder on account of such Class 7-C Claim will be its Pro Rata Share of 1,409,755 Class A Shares (which is the equivalent of 0.25% of the Class A and Class B Shares), subject to dilution on account of the Employee Compensation Plan and New Warrants (the "Maximum Recovery"). To the extent any contractual right described in the preceding sentence receives a distribution, for every \$1 of value (which may be in the currency of Class A Shares) distributed to the aggregate amount of Claims held by the Senior Secured Lenders and the Bridge Lenders in this Class 7-C, the Senior Secured Lenders will receive 95% of such value and the Bridge Lenders will receive 5% of such value until the Bridge Lenders receive their Maximum Recovery, after which the Senior Secured Lenders will receive 100% of every such \$1 of value. To the extent that holders of Claims in Class 5 that have been granted a Claim in Class 7-C by virtue of Section 4.5(b)(i) of the Plan do not receive their Maximum Recovery prior to the first Effective Date Anniversary, such holders will receive 100% of every \$1 of value distributed to the combined Claims as described in the previous sentence until they receive their Maximum Recovery after which the Senior Secured Lenders will receive 100% of every such \$1 of value. <u>See</u> Exhibit H to the Plan for the estimated recovery percentages for each Schedule III Debtor, estimated General Unsecured Claims against each Schedule III Debtor, ⁹ and the estimated value attributable to each Schedule III Debtor. ⁹ Holders of General Unsecured Claims against MCI, MSC, MPI, Millennium America, Inc. and MPCO, other than Senior Secured Lenders and Bridge Lenders, will also be entitled to share in recoveries as holders in Class 7-A. See Section IV.C.1 herein for a detailed description of the Millennium Custodial Trust.	0-100%	Impaired; Entitled to vote
		Circle Steel Corporation	N/A	N/A
		Duke City Lumber Company, Inc.	0.00%	Impaired; Entitled to vote

⁹ Although certain of the Schedule III Debtors have Allowed Administrative Expenses (including professional fees), Other Secured Claims, Priority Tax Claims and Priority Non-Tax Claims allocable to such Schedule III Debtor, such Claims shall be paid or otherwise afforded the treatment set forth above by the non-Schedule III Debtors as part of the consideration for the releases that the Schedule III Debtors are granting to the non-Schedule III Debtors pursuant to the Plan.

<u>Class</u>	<u>Description</u>	<u>Treatment Under The Plan</u>	<u>Estimated Recovery*</u>	<u>Voting Status</u>
		Equistar Funding Corporation	N/A	N/A
		Equistar Polypropylen, LLC	N/A	N/A
		Equistar Transportation Company, LLC	N/A	N/A
		Glidco Leasing, Inc.	N/A	N/A
		Glidden Latin America Holdings Inc.	N/A	N/A
		HOISU Ltd.	0.00%	Impaired; Entitled to vote
		HPT 28 Inc.	N/A	N/A
		HPT 29 Inc.	N/A	N/A
		HW Loud Company	N/A	N/A
		IMWA Equities II, Co., L.P.	N/A	N/A
		ISB Liquidating Company	N/A	N/A
		LeMean Property Holdings Corporation	N/A	N/A
		LPC Partners Inc.	N/A	N/A
		MHC Inc.	0.00%	Impaired; Entitled to vote
		Millennium America Holdings Inc.	10.7% *	Impaired; Entitled to vote
		Millennium America Inc.	10.7%**	Impaired; Entitled to vote
		Millennium Chemicals Inc.	10.8%**	Impaired; Entitled to vote
		Millennium Holdings, LLC	0.00%	Impaired; Entitled to vote
		Millennium Petrochemicals GP LLC	10.8%**	Impaired; Entitled to vote

* 10.7 percentage points of this recovery is on account of the Committee Litigation Settlement, and accordingly, holders of unsecured guarantee or Deficiency Claims by the Senior Secured Lenders and Bridge Lenders at this Class do not participate in that portion of the recovery, but share in any recovery in excess of 10.7%.

<u>Class</u>	<u>Description</u>	<u>Treatment Under The Plan</u>	<u>Estimated Recovery*</u>	<u>Voting Status</u>
		Millennium Petrochemicals Inc.	12.3% **	Impaired; Entitled to vote
		Millennium Petrochemicals LP LLC	N/A	N/A
		Millennium Petrochemicals Partners, LP	10.7% **	Impaired; Entitled to vote
		Millennium Realty Inc.	N/A	N/A
		Millennium Specialty Chemicals Inc.	11.3% **	Impaired; Entitled to vote
		Millennium US Op Co LLC	10.7%	Impaired; Entitled to vote
		Millennium Worldwide Holdings I Inc.	0.00%	Impaired; Entitled to vote
		MWH South America LLC	N/A	N/A
		National Distillers & Chemical Corporation	0.00%	Impaired; Entitled to vote
		NDCC International II	N/A	N/A
		Penn Export Company, Inc.	N/A	N/A
		Penn Navigation Company	N/A	N/A
		Penn Shipping Company, Inc.	0.00%	Impaired; Entitled to vote
		Penntans Company	N/A	N/A
		PH Burbank Holdings, Inc.	0.00%	Impaired; Entitled to vote
		Power Liquidating Company, Inc.	N/A	N/A
		Quantum Acceptance Corp.	N/A	N/A
		Quantum Pipeline Company	0.00%	Impaired; Entitled to vote
		SCM Chemicals Inc.	N/A	N/A

<u>Class</u>	<u>Description</u>	<u>Treatment Under The Plan</u>	<u>Estimated Recovery*</u>	<u>Voting Status</u>
		SCM Plants, Inc.	0.00%	Impaired; Entitled to vote
		Suburban Propane GP, Inc.	100%	Unimpaired; Not entitled to vote
		Tiona, Ltd.	N/A	N/A
		UAR Liquidating Inc.	N/A	N/A
		USI Chemicals International Inc.	0.00%	Impaired; Entitled to vote
		USI Credit Corp.	N/A	N/A
		USI Puerto Rico Properties, Inc.	N/A	N/A
		Walter Kidde & Company, Inc.	N/A	N/A

<u>Class</u>	<u>Description</u>	<u>Treatment Under The Plan</u>	<u>Estimated Recovery*</u>	<u>Voting Status</u>
		Wyatt Industries, Inc.	0.00%	Impaired; Entitled to vote
8	2015 Notes Claims (\$1.351 billion)	<p>If Class 8 votes to accept the Plan, the Debtors, as assignees as of the Effective Date of the rights and remedies of the Senior Secured Lenders and Bridge Lenders under the Intercreditor Agreement, will waive the contractual subordination and turnover provisions of the Intercreditor Agreement so that the holders of Allowed 2015 Notes Claims will receive on the Effective Date, and subject to dismissal with prejudice of the 2015 Note Adversary Proceeding, in full and complete satisfaction, settlement and release of and in exchange for such Allowed Claim, their Pro Rata Share as holders of Class 7-A Claims.³ In addition, such vote will be deemed a direction to the 2015 Notes Trustee to dismiss with prejudice the 2015 Adversary Proceeding, as described in Section III.J.2 herein. If Class 8 rejects the Plan, or the 2015 Note Adversary Proceeding will not be dismissed with prejudice, holders of Allowed 2015 Notes Claims will not receive any distribution under the Plan by reason of enforcement by the Debtors of the subordination and turnover provisions of the Intercreditor Agreement and the recovery of the holders of 2015 Notes Claims as holders of Claims in Class 7-A will be deemed turned over to the Reorganized Debtors.</p> <p>Regardless of whether Class 8 votes to accept or reject the Plan, on the Effective Date, (i) the rights and claims of holders of 2015 Note Claims against Obligor Non-Debtors will be extinguished pursuant to Section 5.4 of the Plan and the Enforcement Action in accordance with the terms of the Intercreditor Agreement and the 2015 Notes Indenture, (ii) the holders thereof will, subject to the first paragraph of the Section 4.10(b) of the Plan, be entitled to no recovery against Obligor Debtors or Obligor Non-Debtors by reason of the turnover provisions of the Intercreditor Agreement, and (iii) the holders thereof will be enjoined from taking any action against any Debtor or Non-Debtor Affiliate on account of any 2015 Notes Claim.</p>	0-10.7% plus any recovery from the Litigation Trust	Impaired; Entitled to vote
9	Securities Claims (estimated \$0)	Holders of Securities Claims will not receive or retain any interest or property under the Plan on account of such Claims.	N/A	Impaired; Not entitled to vote (deemed to reject)
10	Subordinated Claims estimated (\$0)	Holders of Subordinated Claims will not receive or retain any interest or property under the Plan on account of such Claims.	N/A	Impaired; Not entitled to vote (deemed to reject)
11	Equity Interests in LBFC (\$0)	Equity Interests in LBFC will be cancelled on the Effective Date. No distribution of any kind will be made on account of Equity Interests in LBFC.	N/A	Impaired; Not entitled to vote (deemed to reject)

³ In the event that holders of 2015 Notes Claims receive Litigation Trust Interests and the Debtors exercise their turnover rights, such Litigation Trust Interests will be extinguished rather than held by the Debtors.

<u>Class</u>	<u>Description</u>	<u>Treatment Under The Plan</u>	<u>Estimated Recovery*</u>	<u>Voting Status</u>
12	Equity Interests in LyondellBasell AF GP S.à.r.l. (“ LBAFGP ”) and LBIAF (\$0)	As a result of the restructuring transactions, LBIAF’s interests in its indirect subsidiaries will be terminated in recognition of the fact that there is no net equity value to LBIAF in any of those interests. See Section IV.B.5 herein. Accordingly, because LBAFGP and LBIAF (and LBIAF’s sole direct subsidiary, Basell Funding S.à.r.l.) have no value, and no distribution of any kind will be made on account of Equity Interests in either LBAFGP or LBIAF. LBAFGP, LBIAF and Basell Funding S.à.r.l. will be dissolved post-emergence in accordance with applicable law.	N/A	Impaired; Not entitled to vote (deemed to reject)
13	Equity Interests in MCI and the Schedule III Debtors (\$0)	Equity Interests in MCI will be transferred on the Effective Date to the Millennium Custodial Trust and cancelled after the sale of assets and distribution of proceeds by the Millennium Custodial Trust. No distribution of any kind will be made on account of Equity Interests in a Schedule III Debtor unless and until creditors of that Schedule III Debtor have been paid in full.	N/A	Impaired; Not entitled to vote (deemed to reject)
14	Equity Interests in Debtors (other than LBFC, LBAFGP, LBIAF and Schedule III Debtors) (\$1.5 million - \$1.7 million)	At the election of New Topco, all Equity Interests in a Debtor held by a Debtor (i) will be unaffected by the Plan, in which case the entity holding an Equity Interest in such Debtor-subsidary will continue to hold such Equity Interest in the applicable reorganized Debtor-subsidary following the Effective Date, (ii) will be cancelled and new equity in the applicable reorganized Debtor will be issued pursuant to the Plan, or (iii) will be transferred pursuant to the Plan. In the case of Equity Interests in Basell Germany, which are held by LBIH, such Equity Interests will be unaffected by the Plan and LBIH will continue to hold such Equity Interest following the Effective Date.	N/A	Unimpaired; Not entitled to vote (deemed to accept)

C. Voting on the Plan and Subscribing to the Rights Offering

The Disclosure Statement Order approved certain procedures governing the solicitation of votes on the Plan from holders of Claims against and Equity Interests in the Debtors and subscription to the Rights Offering by Eligible Holders, which procedures are described below.

1. Classes Entitled to Vote or Subscribe

Pursuant to the provisions of the Bankruptcy Code, only holders of claims or interests that are members of a class that (a) is “impaired” within the meaning of section 1124 of the Bankruptcy Code (an “**Impaired Class**”) and (b) is not deemed to have rejected a plan under section 1126(g) of the Bankruptcy Code, are entitled to vote to accept or reject a plan of reorganization. Classes of claims or interests that are not impaired under section 1124 of the Bankruptcy Code are conclusively presumed to have accepted a plan and are not entitled to vote to accept or reject the plan. Impaired Classes of which the members will receive no recovery under a plan are deemed to have rejected the plan under section 1126(g) of the Bankruptcy Code and are not entitled to vote to accept or reject the plan.

Only holders of record of Claims or Equity Interests as of the date of the Disclosure Statement Order (*i.e.* [____], 2010) that otherwise are entitled to vote to accept or reject the Plan have been sent a copy of this Disclosure Statement and an appropriately customized Ballot. Only Eligible Holders who are holders of record as of the Record Date have been sent a Subscription Form.

As discussed above, under the Bankruptcy Code, holders of claims or interests whose claims or interests are not impaired are conclusively presumed to have accepted a proposed plan of reorganization. Conversely, any class whose claims or interests do not entitle the holders thereof to receive or retain property under a plan is deemed not to have accepted the plan. Only holders of Claims or Equity Interests in Classes that are