EXHIBIT A

Objections to the Motion

OBJECTING PARTY	NO.	OBJECTION	DEBTORS' RESPONSE/RESOLUTION
Altech Inspections, Inc. ("Altech")	469	Altech objects to the Motion to the extent that the Debtors seek to grant the DIP Lenders senior liens that would prime certain valid and perfected mechanic's, contractor's or materialmen's liens on real and personal property without providing adequate protection pursuant to section 361 of the Bankruptcy Code. (¶¶ 10-13.) These liens were allegedly made against Houston Refining LP in connection with worked performed at 12000 Lawndale, Houston, Texas. (¶ 2.)	Paragraph 10(c) of the Final Order moots Altech's Objection. The Debtors believe Altech will consent to the Final Order.
J.V. Industrials, Ltd. ("J.V. Industrials")	470	J.V. Industrials objects to the Motion to the extent that the Debtors would grant the DIP Lenders senior liens priming certain valid and perfected mechanic's, contractor's or materialmen's liens on real and personal property, without providing adequate protection pursuant to section 361 of the Bankruptcy Code. (¶¶ 14-16.) These liens were allegedly made against Equistar Chemical, Houston Refining LP and Lyondell Chemical Company in connection with worked performed in 2008 at various locations in Texas. (¶ 2.)	Paragraph 10(c) of the Final Order moots J.V. Industrials' objection. The Debtors believe J.V. Industrials will consent to the Final Order.
Shaw Group, Inc., Shaw Maintenance, Inc., and affiliates (collectively, "Shaw Group")	482	Shaw Group objects to the Motion to the extent that the Debtors would prime certain valid mechanic's, materialmen's constitutional or other liens in and to real and personal property of the Debtors, in connection with work performed at the Debtors' plants in various states, including Texas and Louisiana, absent the Debtors providing adequate protection to the Shaw Group as the holder of these liens. (¶¶ 3-5.)	Paragraph 10(c) of the Final Order moots Shaw Group's Objection. The Debtors believe Shaw Group will consent to the Final Order.

City of Mansfield, Dallas County, Galveston County, Harris County, Houston Independent School District, Liberty County, Matagorda County, Neuces County, Polk County, Refugio County and San Patricio County, Ad Valorem Tax Jurisdictions in the State of Texas (collectively, the "Taxing Authorities")	490	The Taxing Authorities assert secured tax claims for the 2008 tax year on real and personal property owned by the Debtors. Paragraphs 10(b) and 16(a) of the Interim Order exempted the ad valorem tax liens of these claimants from being primed by the liens of the DIP Lenders. (¶¶ II, IV.) In an abundance of caution, the claimants filed a joint limited conditional objection to ensure that this exemption is included in the Final Order to the Motion. (¶ V.)	The Taxing Authorities' objection is mooted by the Final Order. The Debtors believe the Taxing Authorities will consent to the Final Order.
Oiltanking Houston, L.P.	514	Oiltanking Houston, L.P. objects to the Motion to the extent that the Motion permits the Debtors to provide priming liens to the DIP Lenders with respect to property that is already subject to Oiltanking Houston, L.P.'s security interests. (¶¶ 7.) Oiltanking Houston, L.P. asserts security interests in products owned by Houston Refining L.P. and Equistar Chemicals, L.P. pursuant to storage agreements between the parties, and asserts that such security interests may not be primed unless Oiltanking Houston, L.P. is given adequate protection. (¶¶ 4, 8.)	The parties are working to resolve this objection prior to the hearing. To the extent not resolved, the objection is addressed by ¶ 10(c) of the Final Order.
Galena Park Indep. School District, Spring	538	The School Districts assert secured tax claims on real and personal property owned by the Debtors. (¶ 1.) Paragraph 16(a) of the Interim Order to the Motion exempted the ad	The School Districts' Objection is mooted by the Final Order. The Debtors believe the School Districts will consent to the Final Order.

Branch Indep. School District, Sheldon Indep. School District, La Porte Indep. School District, City of La Porte, Clear Creek Indep. School District, Alief Indep. School District, Channelview Indep. School District, Crosby Indep. School District, Spring Indep. School District, Chambers County, Barbers Hill Indep. School District, Brazoria County, Liberty Indep. School District, Woodlands Metro MUD, Woodlands RUD #2, Ad Valorem Tax Jurisdictions in the State of Texas (collectively, the "School Districts")		valorem tax liens of these claimants from being primed by the liens of the DIP Lenders. (¶ 4.) However, the DIP Motion does not expressly state that these exceptions from priming will be included in the Final Order; therefore, the claimants file a joint limited conditional objection to ensure that this exemption is included in the Final Order to the Motion. (¶ 5.) The School Districts subsequently suggested by phone call that they also will object to the extent the DIP Financing primes their postpetition statutory lien.	To the extent the School Districts raise this objection, this issue is addressed properly by paragraph 10(d) of the Final Order.
Elgin, Joliet and Eastern Railway Company	556	EJ&E objects to the DIP Motion to the extent that the Debtors seek to prime EJ&E's alleged liens without providing adequate protection. (¶¶ 38-40.) EJ&E argues that	The parties are working to resolve this objection prior to the hearing. To the extent not resolved, the EJ&E objection is addressed by ¶ 10(d) of the Final Order.

("EJ&E")		in the absence of adequate protection or the recognition of first priority of EJ&E's post-petition liens that automatically arise when goods are transported, neither the Debtors nor EJ&E can continue to engage in transactions for the transportation and storage of the Debtors' goods. (¶¶ 25-28.) EJ&E is an alleged common carrier and warehouseman for Equistar Chemicals, LP, and asserts first priority statutory liens that arise automatically when EJ&E accepts goods for transportation and services. (¶¶ 1, 3.)	
GIM Channelview Cogeneration, LLC and GIM Retail Energy, LLC (collectively, "GIM")	563	GIM objects to the DIP Motion on the grounds that the Debtors seek to grant the DIP Lenders a first priority lien in the Facility operated by GIM, which would be in breach of the parties' lease agreement. (¶ 19.) GIM also objects to the DIP Motion to the extent that the Debtors seek to alter the supply agreements by granting the DIP Lenders a priming or equal lien in GIM's netting rights. (¶¶24-25.) GIM and Equistar are parties to (i) certain supply agreements, whereby Equistar contracts to purchase all of its steam and electricity needs at a fixed price; and (ii) a certain lease agreement, whereby GIM leases from Equistar the land upon which the Facility is located. (¶¶ 7-8.) GIM operates a cogeneration facility in Channelview Texas and supplies all of the steam and electricity required for the petrochemical plant next to the facility operated by Equistar Chemicals, L.P.	The parties are working to resolve this objection prior to the hearing. Paragraph 10(c) of the Final Order moots the first portion of GIM's objection. The lenders will address the remainder of GIM's argument.
Veolia ES Industrial Services, Inc. ("VES-IS")	634	VES-IS objects to the DIP Motion insofar as it seeks to prime any statutory mechanic's liens VES-IS might have without providing adequate protection. (¶ 10.) If the final DIP order includes language protecting VES-IS's rights, VES-IS does not otherwise object. Pursuant to a Field Services Contract, VES-IS services Lyondell-Citgo Refining's capital machinery and equipment in the state of Texas. (¶ 2.) VES-IS claims it is entitled to mechanic's liens for its services pursuant to Chapter 53 of the Texas Property Code, which provides such liens to certain construction service providers.	Paragraph 10(c) of the Final Order moots VES-IS' Objection. The Debtors believe VES-IS will consent to the Final Order.

		(¶¶ 5-9.)	
Greif, Inc. ("Greif")	819	Greif has certain executory contracts with the Debtors pursuant to which it asserts various warehousemen's and artisans liens. Greif asserts the Debtors have not provided them with adequate protection necessary to justify a priming lien, and point out a discrepancy between the Term Sheet and the Order (which does not authorize the priming lien), and asks that such lien be eliminated from the Term Sheet. (¶¶ 4-6.)	Paragraph 10(c) of the Final Order moots Greif's Objection. The Debtors believe Greif will consent to the Final Order. Additionally, the discrepancy between the Term Sheet and the Order has been corrected so that both provide for priming liens.
Law Debenture Trust Company of New York ("LDTC")	858	LDTC objects to the Motion on behalf of the holders of over $241 million in unsecured notes issued by Millennium America, Inc. ("Millennium"). The Millennium Indenture contains a standard "equal and ratable" clause, pursuant to which Millennium promises to either limit its aggregate secured debt to 15% of tangible assets or to provide the Millennium noteholders with *pari passu* treatment with any additional secured debt they issue. (¶¶ 4, 8.) LDTC claims that on January 15, 2009, Millennium reaffirmed its covenants and obligations under the Indenture. (¶ 5.) LDTC claims the DIP Financing improperly ignores the "equal and ratable" restriction and grants the DIP Lenders numerous priority liens on Millennium assets. (¶¶ 9-11.) The Senior Secured Credit Facility and the Bridge Facility were made subject to the restrictions in the Millennium Indenture, and LDTC asserts that the same lenders are now participating in the DIP Financing and attempting to escape these restrictions. (¶ 11.) Furthermore, LDTC objects to cross-collateralization of the Debtors' assets (despite the fact that the Debtors have	This Objection remains unresolved. An equal and ratable clause is a form of negative pledge, is not enforceable in bankruptcy, and does not give rise to a postpetition claim. (¶¶ 41-43.) Furthermore, LDTC has provided no evidence in support of its claim that the Debtors reaffirmed their commitment to the Millennium Noteholders on January 15, 2009. Such agreement would require Court approval under section 363 of the Bankruptcy Code and LDTC's efforts to obtain reaffirmation would violate the automatic stay under section 362 of the Bankruptcy Code. (¶ 44 n.10.)

		not been substantively consolidated), where that cross-collateralization does not specifically benefit Millennium or its subsidiaries. (p. 3.) To limit the purported overreaching in the DIP Financing, LDTC proposes that: (1) the Roll-up Loans and Adequate Protection granted to Existing Primed Secured Facilities provide an equal and ratable lien for the benefit of the Millennium Noteholders (a carve-out); and (2) Millennium America and its subsidiaries may provide guarantees or incur additional secured debt in a dollar-for-dollar exchange for any New Money Loans actually received by Millennium and its subsidiaries, notwithstanding the terms of the Indenture. (¶¶ 6, 12-13.) Millennium joins in the Committee Cash Management Objection. (¶ 7.)	
Shrieve Chemical Company ("Shrieve")	866	Shrieve supplies chemicals to Basell USA, Inc. and Equistar Chemicals, LP, asserts materialmen's liens in certain property at plants in Louisiana and Texas, and has made reclamation demands pursuant to section 546(c) of the Bankruptcy Code. (¶¶ 5-6.) Shrieve objects to the DIP Financing to the extent it would prime Shrieve's liens and/or reclamation rights without providing adequate protection. (¶¶ 7-9.)	Shrieve filed its objection after the deadline with no consent. Paragraph 10(c) of the Final Order moots Shreive's Objection.
Texas Sampling, Inc. ("TSI")	867	TSI supplies sampling equipment to Millennium Chemicals, Inc., asserters materialmen's liens in certain property at its plant in LaPorte Texas, and has submitted reclamation demands pursuant to section 546(c) of the Bankruptcy Code. (¶¶ 5-6.) TSI objects to the DIP financing to the extent it would prime TSI's liens and/or reclamation rights without	TSI filed its objection after the deadline with no consent. Paragraph 10(c) of the Final Order moots TSI's Objection.

		providing adequate protection. (¶¶ 7-8.)	
The Bank of New York Mellon as indenture trustee under the Arco Indenture, and the Bank of New York Mellon Trust Company, N.A., as indenture trustee under the Equistar Indenture (collectively, "BNY")	870	BNY raises the following objections to the DIP Financing: (1) No Proven Benefit to Individual Entities. BNY argues that the DIP Facility would obligate LCC, Equistar, Millennium, and Houston Refining, but the Debtors have not proven that any of these facilities would be benefited by the financing. (¶ 6.) To show the DIP Financing is an appropriate exercise of business judgment, BNY asks the Debtors to prove there is a direct benefit to each individual entity (including providing cash flow analyses at an entity level). (¶¶ 18-20.) (2) Unequal Treatment of Creditors. BNY claims the Noteholders are entitled to the same adequate protection as other prepetition lenders. (¶ 30.) In addition to the equity cushion and additional liens described in the Final DIP Order, BNY seeks additional protection, including, inter alia: payment of past due interest to the Noteholders; no limitation on payment of BNY's fees and expenses for lien investigation; no forced waiver by the Noteholders of their rights to marshaling; participation in the proposed roll-up; and monitoring of collateral. (¶ 13.) (3) De Facto Substantive Consolidation. BNY argues that the DIP Financing "effects a de facto substantive consolidation" because each Debtor would be jointly and severally liable for the borrowings of the other Debtors, regardless of whether the Debtors receive any benefit under the Loan. (¶ 15.)	These Objections remain unresolved. The Debtors respond to the relevant objections as follows: (1) The Debtors have provided information regarding each Debtors' need for financing. (¶ 36 n.8.) LCC and Equistar have substantial cash needs. (¶ 36.) Furthermore, the Debtors function as an integrated group of affiliated companies, and need not prove direct benefit to each individual entity where indirect benefits can be demonstrated by the survival of the enterprise as a whole. (Id.) (2) No applicable law requires different creditors to receive the same adequate protection. Courts specifically allow debtors to provide varying adequate protection based on the creditors' position prior to the petition date. (¶¶ 25.) (3) The Debtors are not requesting de facto substantive consolidation. The Debtors remain separate corporate entities pursuant to the DIP Financing, are not pooling their assets for the purpose of voting on a plan of reorganization, have not eliminated intercompany claims, and are not creating a common fund from which to satisfy liabilities. (¶¶ 33-35.)

		(4) Improper Marshaling Waiver. BNY argues that the DIP Financing improperly waives the Noteholders' alleged marshaling defense. BNY argues that without the protections marshaling allegedly provides to the Noteholders, the DIP Lenders could exhaust the proceeds of the Arco and Equistar collateral before the Noteholders receive any distribution. (¶¶ 25, 27.)	(4) Marshaling is unnecessary when a creditor is oversecured and has recourse to all of a debtor's collateral. (¶¶ 38-40.) The hypothetical situation posed by BNY cannot occur.
		(5) Unequal Roll-Up Participation. BNY objects that the Noteholders, unlike the other prepetition secured lenders, were not afforded an opportunity to participate in the roll-up (BNY Obj. ¶¶ 45-47), and argues that the Debtors must allow the Noteholders to participate in the roll-up "on the same aggregate percentage basis" as other prepetition secured lenders, because it is essentially a form of adequate protection. (¶¶ 46, 50.)	(5) The Debtors are not legally obligated to allow the Noteholders (or anyone) to participate in the roll-up or any other aspect of the DIP Financing, so long as the Debtors have proven that they pursued multiple sources of funding before agreeing to terms that primed prepetition secured lender interests in the Debtors' collateral. (¶ 29-32.)
		(6) Separate Accounting Required. BNY requests: (a) separate and several liability of the DIP Obligations incurred by each of the individual Debtors; (b) separate accounting for each entity's draws on the facility; and (c) prepayment and refinancing of any amounts owed by LCC, Millennium, and Houston Refining, if those entities are able to obtain better financing elsewhere. In short, BNY asks that the entities originally obligated on the Notes be permitted to opt out of the DIP Facility. (¶ 10.)	(6) The Debtors function as an integrated enterprise, in which each individual corporate component will benefit from the successful reorganization of the whole. The Debtors would not have been able to obtain the DIP Financing without the participation of Lyondell Chemical Company and Equistar Chemical, and without recourse to the collateral found in those entities. (¶ 36-37.) They cannot be allowed to opt-out of the DIP Financing without jeopardizing the survival of the Debtors' business enterprise.
		(7) Overly-Broad Collateral Use Prohibition. BNY asserts that, as an oversecured creditor, it is exempt from the prohibition contained in paragraph 21 of the Interim Order and may use its own collateral to investigate and prosecute claims or causes of action in the interests of the Noteholders. (¶ 52.)	(7) To be addressed by Lenders.
		(8) Modifications Required to Cash Management Order.	(8) To be addressed by Lenders.

		Finally, BNY requests certain modifications to the Cash Management Order regarding intercompany transfers to non-Debtor affiliates, to allow for removal of liens if the claims are successfully avoided. (¶¶ 53-55.)	
The Official Committee of Unsecured Creditors (the "Committee")	879	In general, the Committee objects to the DIP Financing on the grounds that the terms of the DIP Financing are not fair and reasonable. (¶¶ 26-28.) The Committee also argues that the terms of the DIP Financing "unfairly hand over all of [the Debtors]' enterprise value and cede control to the Postpetition Lenders to the detriment of unsecured creditors." (¶ 27.) More specifically, the Committee objects to the following provisions of the DIP Financing: (1) Early Maturity. The Committee states that the DIP Financing terminates prematurely. (¶ 32.) The Committee argues that the proposed December 15, 2009 maturity date would require the Debtors to emerge from chapter 11 while their enterprise value was artificially deflated, given the volatility of commodity prices. (¶ 34.) (2) Prohibitively Restrictive Financial Covenants. The Committee argues that DIP Facility contemplates four financial covenants and a related provision on excess liquidity that may be difficult for the Debtors to meet given the volatility of their industry, and are unnecessary given the Debtors' enterprise value. (¶¶ 35-39.) (3) Captive Management. The Committee states that the Debtors intend to effect changes in senior management and install a chief restructuring officer based upon joint recommendations from the Debtors' and Prepetition Lenders' financial advisors, and the Committee has been improperly excluded from this process. (¶ 40.) The Committee "fears that these are thinly disguised mechanisms by which the DIP Lenders may soon install captive management and wrest	These objections remain unresolved. The Debtors assert that the Committee's Objection is, in essence, an unsubstantiated claim that the Committee could have negotiated a better deal and not a substantive claim that the terms of the DIP Financing are legally insufficient. (p. 3-4.) (1) This is a business point that has been extensively negotiated between the parties and is a condition of receiving the DIP Financing. The Debtors attempted to obtain a later maturity date, and will introduce testimony that it is feasible for the Debtors to reorganize before the proposed maturity date. (¶ 11.) (2) Financial covenants are standard. (¶ 11.) Better terms are not available. The Committee submits no evidence in support of its assertion that these provisions are "tripwires" for early events of default. (Id.) (3) These provisions represent a reasonable balance between the Debtors' need to operate their businesses and the Lenders' desire for oversight. (¶ 11.)

		operational control away from the Debtors." (¶ 5.) The Committee requests that it be included in any decisions regarding the Debtors' future management. (¶ 47.)	
		(4) <u>Pricing</u>. The Committee asserts that the pricing on the DIP Financing is "confiscatory." (¶ 42.) The Committee argues that the effective interest and fees on the "new money" is approximately 20% "all-in." (¶ 7.) The Committee asserts that it does not make "economic sense" to borrow money at 20% all-in cost to pay interest on the $3.25 billion Roll-Up of the Senior Secured Credit Facility, which would otherwise accrue interest at 6 to 7%. (¶¶ 7, 44.)	(4) These are the best terms available to the Debtors at this time. The Committee has put forth no evidence of better financing terms and has not worked to procure them. (¶ 11.)
		(5) <u>Failure to Cut Costs</u>. The Committee argues that the Debtors have not adequately demonstrated that they have cut costs to reduce their borrowing needs. (¶¶ 6, 43.)	(5) The Committee has no suggestions as how the Debtors are to cut costs, and has put forth no analysis in support of particular plant closures. While idling plants may result in long-term cost savings for the Debtors, in the short term, doing so will result in increased expenses. (¶ 11.)
		(6) <u>Excessive Adequate Protection</u>. The Committee argues that the Prepetition Lenders are substantially oversecured, and therefore the lenders are not entitled to adequate protection beyond the equity cushion. The Committee asserts that the Debtors should not be authorized to make payments in the form of current interest on the non-rolled-up portion of the prepetition Senior Secured Credit Facility and other costs (including postpetition interest on the Arco and Equistar bonds). (¶ 45.) The Committee asserts that the Court found at the initial hearing that there was a significant equity cushion based on the Duff & Phelps valuation and that this cushion alone provides adequate protection. (¶ 8.) Moreover, the Committee argues that the Debtors' valuation undervalues the assets of the Company. (¶¶ 8, 50.)	(6) The Committee misstates the relevant law. Although an equity cushion <u>may</u> provide adequate protection, it does not do so in all cases. The presence of an equity cushion is not determinative of whether secured lenders may be entitled to additional adequate protection. The Bankruptcy Code does not prohibit multiple forms of adequate protection, and specifically authorizes both providing of replacement liens and payment of postpetition interest to oversecured creditors. (¶¶ 13-20.)
		(7) <u>Self-Serving Restrictions on Claim Investigation &</u>	(7) To be addressed by lenders.

		Inappropriate Liens on Recoveries. The Committee argues that the DIP Financing improperly restricts the Committee's ability to challenge prepetition transactions. (¶ 9.) The DIP Financing would impose a deadline (which cannot easily be extended) and $250,000 budget cap on investigation of claims against the Prepetition Lenders. (¶¶ 54-58.) The Committee states that these provisions effectively amount to the Prepetition Lenders' use of the DIP Facility to shield themselves from inquiry into, and liability on, potential fraudulent transfers related to the December 2007 merger. (¶¶ 9, 55.) The Committee also argues that it has been denied standing to pursue such claims. (¶ ¶ 54, 56.) The Committee argues that these provisions are improper under applicable law. The Committee states that courts in multiple other cases have permitted extensions of investigation periods and uncapped budgets. (¶¶ 55, 57.) The Committee requests (1) the deadline be subject to further extension on showing of good cause, (2) that the requirement for the Committee to move for standing be eliminated, and (3) that the cap on fees and expenses be eliminated. (¶ 58.) (8) The DIP Financing Improperly Encumbers Previously Unencumbered Assets. The Committee argues that the Prepetition Lenders improperly seek liens and superpriority claims on all Chapter 5 avoidance actions, rather than allowing such recoveries to benefit the estate. (¶ 59-62.) (9) Other Unacceptable & Unfair Terms. The Committee also objects to the DIP Financing with respect to: (i) the proposed section 506(c) waiver (¶¶ 63-64); (ii) the "vague" nature of the Roll-Up provisions, including (1) an absence of a provision permitting disgorgement of interest and other payments if the Roll-Up is challenged, (2) the failure to treat the Roll-Up as a fully secured claim on which the Debtor must make current payments of interest and (3) the lack of a statement requiring the Debtors to use "reasonable	 (8) To be addressed by lenders. (9) The roll-up is not controversial. (¶ 21.) The DIP Financing does not effect a de facto substantive consolidation. (¶ 33-35.)

		endeavors" to repay the Roll-Up in cash at confirmation or, failing that, over no more than five years (¶¶ 65-66); and (iii) the expansion of the scope of collateral for the Arco/Equistar Notes, to grant the Noteholders postpetition security interests in assets of debtor entities against which they did not hold prepetition security interests (¶¶ 67-69). The Committee asserts that this amounts to a pooling of collateral "tantamount to a ruling in favor of substantive consolidation." (¶ 69.) Finally, the Committee requests participation in management review, a copy of the Blavatnik family sponsor letter agreement and information on consideration paid to Mr. Blavatnik for such agreement, provision for DIP lenders to disgorge attorneys' fees used to unsuccessfully defend avoidance actions, and modification to the Citibank release provision. (¶ 70.)	
ABN AMRO Bank N.V. ("ABN")	887	ABN holds approximately $3.4 billion in outstanding claims against the Debtors and their affiliates, including approximately $1.4 billion extended under the Senior Facility Prepetition Credit Agreement. ABN is a Term DIP Lender and an ABL DIP Lender, and funded a substantial portion of the interim DIP financing. (¶¶ 1-3.) ABN argues that, as currently drafted, the Term DIP Credit Agreement and the Proposed Pre-Petition Amendment could jeopardize the Roll Up DIP Lenders' existing lien rights in collateral outside the United States. (¶¶ 4, 6.) ABN points out that the Roll Up DIP Loans are being treated as a separate tranche of DIP Lender with full voting rights and are receiving new notes on account of the Roll Up DIP Loans, rather than remaining debt outstanding under the Senior Facility Prepetition Credit Agreement. (¶ 5.) According to ABN, this structure inappropriately gives the holders of Roll Up DIP Loans significant control over the DIP Financing and poses risks to the Roll Up Lenders' liens in Non-US Collateral. (¶ 6.)	Of the fourteen DIP Lenders, only ABN considers the provisions concerning the roll-up loans to be unsatisfactory. The ABN Objection does not address the single legal issue before the Court — whether the DIP Financing meets the criteria of the Bankruptcy Code, particularly section 364. In addition, we understand that the remaining lenders will absorb ABN's share of the Term Loan. (¶ 45.)

		Specifically, the Proposed Prepetition Amendment modifies the sharing provision in the credit agreement, such that payments to the Roll Up DIP Lenders will not be shared with the "non-rolled up" lenders. However, if liens on the Non-US Collateral are compromised as a result of this structure, the non-roll-up lenders must nonetheless share the remaining Non-US Collateral pro rata with the DIP Lenders. This structure is unfair to the non-rollup lenders. (¶¶ 7-8.) The DIP Term Agent has refused to modify these provisions, and has included a provision exculpating its own actions regarding the Roll Up DIP Loans. (¶ 9.) The DIP Term Sheet provides the DIP Documentation must be satisfactory to each member of the Instructing Group. ABN refuses to approve the Term DIP Credit Agreement, the Proposed Pre-Petition Amendment, and the Proposed Final Order until they are modified to correct these claimed inequities. ABN is also willing to assign its loan commitments to another lender subject to the same modifications (¶¶ 10-11.)	