

## REQUEST FOR PRODUCTION OF DOCUMENTS

### A. Definitions

The Debtors hereby incorporate by reference the uniform definitions set forth in Rule 26.3 of the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York. In addition, the following definitions apply:

1. “AspenTech” means Aspen Technology, Inc. and any of its present or former subsidiaries, affiliates, predecessors and successors.

2. “AspenTech Parties” means AspenTech and its officers, directors, employees, contractors and agents, and any other person or entity acting at the direction or under the control of AspenTech Technology, Inc., including without limitation, Rick Bilberry, Hank Harrity, Pam Romig, David Reumuth, Bruno Galli and Wes Toler.

3. “1999 License Agreement” means the Special Option Software License Agreement and Lyondell-Citgo Amendment dated as of June 30, 1999, by and among Lyondell Chemical Company, Lyondell Chemical Worldwide, Lyondell Methanol Company LP and certain of their affiliates and AspenTech, together with all subsequent amendments.

4. “1999 Support Agreement” means the Special Option Software Support Agreement dated as of June 30 1999 by and among Lyondell Chemical Company, Lyondell Chemical Worldwide, Lyondell Methanol Company LP and certain of their affiliates and AspenTech, together with all subsequent amendments.

5. “2008 License Agreement” means the Software License and Maintenance Agreement dated effective as of December 22, 2008, by and among Lyondell Chemical Company, LyondellBasell Industries AF S.C.A. and certain of their affiliates, and AspenTech.

6. “2008 Transaction” means the transaction pursuant to which the 1999 License Agreement was superseded and replaced by the 2008 License Agreement.

7. “Communication” means any exchange of words or ideas to another person or entity, transmitted by any media, whether face-to-face, by telephone or email, written or oral, direct or indirect, formal or informal and includes any document recording, transcribing, or summarizing of such communication.

8. “Consent Order” means the order entered on July 31, 2007 against AspenTech in In re Aspen Technology Inc., Admin. Proc. File No. 3-12718 (SEC July 31, 2007).

9. “Document” has the meaning ascribed to it in Rule 34 of the Federal Rules of Civil Procedure, and shall include but is not limited to all written, typed, printed, or recorded matter, including but not limited to charts, electronic mail, files and computer data, whether printed or not, reports, memoranda, notes, letters and other correspondence, summaries, abstracts, studies, surveys, graphs, statistics, forms, work papers, logs, and indexes in AspenTech’s possession, custody or control, wherever located. This also includes but is not limited to any electronically stored data on magnetic or optical storage media as an “active” file or files (readily readable by one or more computer applications or forensics software); any “deleted” but recoverable electronic files on said media; any electronic file fragments (files that have been deleted and partially overwritten with new data); and slack (data fragments stored randomly from random access memory on a hard drive during the normal operation of a computer or residual data left on the hard drive after new data has overwritten some but not all of previously stored data). Drafts and non-identical copies shall be considered separate documents within the meaning of this term.

10. “Identify,” when referring to natural persons or business entities, means to set forth: (a) their full and customarily used names; (b) their job titles, along with the dates during which they held each title; and (c) their current addresses, or if their current addresses are not known, their last known addresses (including both business and home addresses in the case

of natural persons). Once a person or entity has been identified in this manner, it shall be sufficient thereafter when identifying that person or entity to state only the full name of that person or entity.

11. “Identify,” when referring to a document means to set forth the date of preparation, the person signing the document, to whom the document was sent, the nature of the document (memorandum, letter, etc.), the general subject matter of the document, its title, if any, and the identifying numbers, letters or combination thereof, if any, the identity, business affiliation and address of the person who has custody of the document or any copy of it and any other description necessary to enable its custodian to locate the document.

12. “Identify,” when referring to a communication means to set forth the place at which and the date on which such communication occurred, the person to whom the communication was made and each other person who was present (in person or by telephone) when it was made, the subject and substance of each such communication, and any document which relates or refers to each such communication or was prepared or made during the course thereof or as a consequence thereof.

13. “Lyondell Parties” means, individually and collectively as the case may be, Lyondell Chemical Company, Lyondell Chemical Worldwide, Lyondell Methanol Company LP, and LyondellBasell Industries AF S.C.A.

14. “Petition Date” means January 6, 2009.

15. “SEC” means the United States Securities and Exchange Commission

16. “SEC Complaint” means the civil complaint filed in the United States District Court for the District of Massachusetts on January 8, 2007 against David L. McQuillin, Lisa W. Zappala and Lawrence B. Evans (Case No. 1:07-cv-10027).

17. The term “referring or relating to” means any document falling within the scope of discovery allowed by Rule 26(b)(1) of the Federal Rules of Civil Procedure.

18. The terms “and” and “or” shall be construed either conjunctively or disjunctively as necessary to bring within the scope of the request all responses that might otherwise fall outside the scope of this request.

19. The use of the singular form of any word includes the plural and vice versa. The feminine includes the masculine and neuter genders. The past tense includes the present tense where the clear meaning is not distorted by change of tense.

B. Instructions

1. The below document requests seek production of all responsive documents in the possession, custody, or control of AspenTech from all files, wherever located, whether active, in storage or otherwise, and whether public or non-public.

2. Pursuant to Rule 34 of the Federal Rules of Civil Procedure, all documents produced shall be organized and labeled to correspond with the categories in the Document Requests or shall be produced as they are kept in the ordinary course of business. Any document relating to more than one category may be grouped with documents in any applicable category.

3. Pursuant to Rule 34 of the Federal Rules of Civil Procedure, the below document requests are continuing in nature; therefore the subpoenaed parties have a duty to supplement their production promptly upon obtaining or learning of additional responsive documents.

4. The document requests seek the production of all responsive documents created, dated, sent or received during the period beginning January 1, 2007 through the Petition Date, unless some other time period is specified in a particular Request. If any document

requested was formerly in the possession of AspenTech and has been lost, transferred, altered or destroyed, submit a written statement concerning each non-produced document which:

- a. Describes in detail the missing document and its contents;
- b. Identifies the person who prepared or drafted the document and, if applicable, the person to whom the document was sent or delivered;
- c. Specifies the date on which the document was drafted or transmitted;
- d. Specifies the date on which the document was lost, transferred, altered or destroyed and, if applicable, the circumstances surrounding its alteration or destruction.

5. Responses to interrogatories shall set forth each interrogatory and its answer, and each interrogatory shall be answered separately, in writing, under oath. Any objections must be signed by the attorney making them.

6. When an interrogatory requires you to “state the basis” of or for a particular claim, contention or allegation, state in your answer the identity of each and every writing, communication or person, if any, on which you rely, and also each and every legal theory that you think supports, refers to or evidences such claim, contention or allegation.

7. As used herein, the word “or” appearing in an interrogatory should not be read so as to eliminate any part of the interrogatory, but, whenever applicable, should have the same meaning as the word “and.” For example, an interrogatory stating “support or refer” should be read as “support and refer” if an answer that does both can be made.

8. If you cannot answer an interrogatory after conducting a reasonable investigation, please specify the portion of each interrogatory that you claim to be unable to

answer fully and completely, answer to the extent you are able, stating what information you cannot provide and stating what efforts you have made to obtain the yet unknown information, and stating what knowledge, information or belief you have concerning the unanswered portion of each such interrogatory.

9. Duplicate copies of one document need not be produced unless they contain writings or notes that do not appear on all other copies of that document.

10. If you contend that a responsive document is privileged, in whole or in part, and therefore should not be produced or produced in redacted form, the subpoenaed party shall comply with Rule 26(b)(5) of the Federal Rules of Civil Procedure in setting for the information with respect to each claim of privilege.

C. Document Requests

1. All documents referring or relating the replacement, revision or modification of the 1999 License Agreement or the 1999 Support Agreement, including without limitation, (i) all memoranda, reports, emails and other correspondence prepared by any of the AspenTech Parties concerning the foregoing and (ii) all communications between any of the AspenTech Parties and any of the Lyondell Parties concerning the foregoing.

2. All documents referring or relating to the 2008 Transaction, including without limitation, (i) all memoranda, reports, emails and other correspondence prepared by any of the AspenTech Parties concerning the foregoing and (ii) all communications between any of the AspenTech Parties and any of the Lyondell Parties concerning the foregoing.

3. All documents referring or relating to AspenTech's valuation of the 1999 License Agreement and the 2008 License Agreement, including without limitation all documents referring to any comparative valuations of the foregoing.

4. All documents referring or relating to allegations by AspenTech that the Lyondell Parties were in breach of the 1999 License Agreement or the 1999 Support Agreement, including without limitation, (i) all memoranda, reports, emails and other correspondence prepared by any of the AspenTech Parties concerning the foregoing and (ii) all communications between any of the AspenTech Parties and any of the Lyondell Parties concerning the foregoing.

5. All documents referring or relating to the nature, scope and amount of usage of AspenTech software by the Lyondell Parties under the 1999 License Agreement and the 2008 License Agreement, including without limitation, (i) all log files, usage reports, audit reports, support records, memoranda, emails and other documents prepared by any of the AspenTech Parties concerning the foregoing and (ii) all communications between any of the AspenTech Parties and any of the Lyondell Parties concerning the foregoing. The scope of this request is the period from June 30, 1999 through the date of these document requests.

6. All documents referring or relating to the development, use or incorporation in connection with the AspenTech software of any intellectual property in which any of the Lyondell Parties had or have an interest.

7. All documents, including without limitation communications by AspenTech to any of the Lyondell Parties, referring or relating to (i) the withholding, reduction, modification or termination of any software support or other services provided by AspenTech to the Lyondell Parties pursuant to either the 1999 License Agreement or the 1999 Support Agreement, and (ii) any act or omission on the part of AspenTech that could have impaired, disabled, diminished or otherwise prejudiced the ability of the Lyondell Parties to utilize any AspenTech software. The scope of this request is the period from January 1, 2007 through the present.

8. All documents referring or relating to the SEC's investigation of any of the AspenTech Parties concerning any contract, license or other agreement or transaction between AspenTech and any of the Lyondell Parties, including without limitation all documents referring or relating to the Consent Order and SEC Complaint.

9. All documents referring or relating to AspenTech's document retention and destruction policies including, but not limited to, all documents concerning written document retention and destruction policies and the suspension of such policies.

D. Interrogatories

1. Identify all persons, other than your attorneys, answering, providing assistance or with whom you have consulted in the preparation of your answers to these interrogatories, and for each such person, state the position held by that person and when that person became employed by you, state separately the number of each interrogatory for which an answer, assistance or information was provided, and describe separately the nature of the assistance or information provided.

2. Identify all persons who have personal knowledge of, or who participated in meetings concerning, communications referring or relating to, the replacement, revision or modification of the 1999 License Agreement or the 1999 Support Agreement, and describe their involvement.

3. Identify all persons who have personal knowledge of, or who participated in meetings concerning, communications referring or relating to, the negotiation, preparation or execution of the terms of the 2008 License Agreement, and describe their involvement.

4. Identify all persons with knowledge of, or who participated in meetings concerning, communications referring or relating to, the 2008 Transaction, and describe their involvement.

5. Identify all persons with personal knowledge of, or who participated in meetings concerning, communications referring or relating to, any allegation or contention by AspenTech that any of the Lyondell Parties were in violation or breach of the 1999 License Agreement.

6. Identify all persons with personal knowledge of, or who participated in meetings concerning, communications referring or relating to, any valuation of the 1999 License Agreement or the 2008 License Agreement.

7. Identify all persons with personal knowledge of, or who participated in meetings concerning, communications referring or relating to, the development, use or incorporation in connection with AspenTech software of any intellectual property in which any of the Lyondell Parties had or have an interest.

8. Identify all persons with personal knowledge of, or who participated in meetings concerning, communications referring or relating to, the SEC's investigation of any of the AspenTech Parties concerning any contract, license or other agreement or transaction between AspenTech and any of the Lyondell Parties.

9. Identify all persons with personal knowledge of, or who participated in meetings concerning, communications referring or relating to, the Consent Order and SEC Complaint, as they relate to any contract, license or other agreement or transaction between AspenTech and any of the Lyondell Parties.