

**SIXTH AMENDMENT TO  
DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

SIXTH AMENDMENT, dated as of October \_\_, 2009 (this "Amendment"), to the DEBTOR-IN-POSSESSION CREDIT AGREEMENT, dated as of March 3, 2009 (as amended, by the First Amendment, dated as of July 24, 2009, the Second Amendment, dated as of July 24, 2009, the Third Amendment, dated as of August 14, 2009, the Fourth Amendment, dated as of October 5, 2009, the Fifth Amendment, dated as of October \_\_, 2009, and as further amended, supplemented, extended, restated or otherwise modified from time to time, the "DIP Term Loan Credit Agreement"), among LYONDELLBASELL INDUSTRIES AF S.C.A., a company existing under the laws of the Grand Duchy of Luxembourg (together with its successors and assigns, the "Company"), LYONDELL CHEMICAL COMPANY, a Delaware corporation ("Lyondell"), BASELL USA INC., a Delaware corporation ("Basell USA"), EQUISTAR CHEMICALS, LP, a Delaware limited partnership ("Equistar"), HOUSTON REFINING LP, a Delaware limited partnership ("Houston Refining"), MILLENNIUM CHEMICALS INC., a Delaware corporation ("Millennium"), MILLENNIUM PETROCHEMICALS INC., a Virginia corporation ("Millennium Petrochemicals," together with Lyondell, Basell USA, Equistar, Houston Refining and Millennium, collectively, the "Borrowers" and each individually, a "Borrower"), UBS AG, STAMFORD BRANCH, as Administrative Agent and Collateral Agent, and each NM Lender and Roll-Up Lender party thereto from time to time (collectively, the "Lenders" and each individually, a "Lender").

RECITALS

WHEREAS, the Borrowers have requested that the Lenders make certain amendments to the DIP Term Loan Credit Agreement; and

WHEREAS, the Lenders have agreed to amend the DIP Term Loan Credit Agreement solely upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. Defined Terms. Unless otherwise noted herein, terms defined in the DIP Term Loan Credit Agreement and used herein shall have the meanings given to them in the DIP Term Loan Credit Agreement.

2. Amendment to Section 1.01 (Defined Terms) of the DIP Term Loan Credit Agreement. The definition of "Maturity Date" set forth in Section 1.01 is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

“Maturity Date’ means the earliest of (a) February 3, 2010 or such later date if extended in accordance with Section 2.05, (b) the Consummation Date, (c) the date of the acceleration of the loans and the termination of the commitments under the DIP ABL Facility (including, without limitation, as a result of the occurrence of any event of default thereunder) and (d) the date of the acceleration of the Loans and termination of the NM Commitments under Section 8.02.”

3. Amendments to Schedule 6.04(a) (13-Week Projection Updates) to the DIP Term Loan Credit Agreement. Schedule 6.04(a) of the DIP Term Loan Credit Agreement is hereby amended by adding the following additional “Delivery Date” and “13-Week Period” entries as set forth below to the table set forth therein, in their respective appropriate chronological order:

<u>Delivery Dates:</u>	<u>13-Week Period</u>
January 11, 2010	January 9, 2010 – April 9, 2010
February 1, 2010	January 30, 2010 – April 30, 2010

4. Amendments to Sections 6.18(c) and (d) (Certain Milestones) of the DIP Term Loan Credit Agreement. Sections 6.18(c) and (d) of the DIP Term Loan Credit Agreement are hereby amended by deleting such paragraphs in their entirety and inserting in lieu thereof the following:

“(c) by December 4, 2009, obtain approval by the Bankruptcy Court of such disclosure statement related to such Reorganization Plan; *provided* that if the Debtors have commenced a hearing prior to December 4, 2009 with a reasonable belief that the approval could be obtained at such hearing by such date and, due to the Bankruptcy Court’s availability, the hearing has not concluded by December 14, 2009, then such deadline shall be deemed extended through December 21, 2009 to accommodate the Bankruptcy Court’s availability; and

(d) by January 20, 2010, obtain confirmation by the Bankruptcy Court of such Reorganization Plan; *provided* that if the Debtors have commenced a hearing prior to January 20, 2010 with a reasonable belief that such confirmation could be obtained at such hearing commencing by such date and, due to the Bankruptcy Court’s availability, the hearing has not concluded by January 20, 2010, then such deadline shall be deemed extended by up to twenty-one (21) days to accommodate the Bankruptcy Court’s availability, and the Maturity Date shall be adjusted by a like amount.”

5. Amendments to Section 7.11(a) (Minimum Cumulative Consolidated EBITDAR) of the DIP Term Loan Credit Agreement. Section 7.11(a) of the DIP Term Loan Credit Agreement is hereby amended by adding the additional “Test Period” and “Minimum Cumulative Consolidated EBITDAR” entry as set forth below to the table set forth therein in its appropriate chronological order:

<u>Test Period</u>	<u>Minimum Cumulative Consolidated EBITDAR</u>
January 1, 2009 to January 31, 2010	\$1,615,000,000

6. Amendments to Section 7.11(c) (Limitation on Capital Expenditures) of the DIP Term Loan Credit Agreement. Section 7.11(c) of the DIP Term Loan Credit Agreement is hereby amended by adding the additional “Capital Expenditure Test Period” and “Cumulative Capital Expenditure Amount” entry as set forth below to the table set forth therein in its appropriate chronological order:

<u>Capital Expenditure Test Period</u>	<u>Cumulative Capital Expenditure Amount</u>
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<u>Capital Expenditure Test Period</u>	<u>Cumulative Capital Expenditure Amount</u>
January 1, 2010 to March 31, 2010	\$300,000,000

7. Representations and Warranties. To induce the other parties hereto to enter into this Amendment, the Borrowers' Agent hereby represents and warrants to each of the Lenders that the representations and warranties contained in Article V of the DIP Term Loan Credit Agreement are true and correct in all material respects on and as of the date hereof with the same effect as though made on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties were true and correct in all material respects as of such earlier date).

8. Conditions to Effectiveness. This Amendment shall become effective, as of the date first written above, upon:

(a) the execution and delivery of counterparts of this Amendment duly executed by the Borrowers' Agent and (i) with respect to the amendment of the term "Maturity Date" in Section 2 hereof, each NM Lender, (ii) with respect to the amendments set forth in Sections 3 and 4 hereof, the Required Class Lenders in respect of the NM Loans and (iii) otherwise, the Required Lenders; and

(b) the payment in Same Day Funds by the Borrowers' Agent to the Administrative Agent (for the account of the Lenders on a pro rata basis) of an extension fee in the amount equal to 0.10% of the Total Outstandings and the aggregate unused NM Commitments.

9. Limited Effect. Except as expressly provided hereby, all of the terms and provisions of the DIP Term Loan Credit Agreement and the other Loan Documents are and shall remain in full force and effect. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the DIP Term Loan Credit Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrowers that would require the waiver or consent of the Administrative Agent or the Lenders. This Amendment shall constitute a "Loan Document" for all purposes of the DIP Term Loan Credit Agreement and the other Loan Documents.

10. **GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.**

11. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart hereof by facsimile or email transmission shall be effective as delivery of a manually executed counterpart hereof.

12. Headings. Section or other headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

LYONDELL CHEMICAL COMPANY, as Borrowers'  
Agent

By: \_\_\_\_\_  
Name:  
Title: