

No.	PROJECT JUPITER JVCO OPERATING SERVICES AGREEMENT TERM SHEET ¹	
1.	Parties	Louisiana Integrated PolyEthylene JV LLC (“ Service Provider ”) Sasol Chemicals (USA) LLC (“ Service Recipient ”) (Service Provider and Service Recipient being referred to individually as a “ Party ” and collectively as the “ Parties ”)
2.	Scope of Agreement	Service Provider will provide certain specified operating services (“ Services ”) to the Service Recipient’s assets located at the Service Recipient’s complex near Lake Charles, Louisiana, which are highlighted in Section 3 of this Term Sheet.
3.	Services; Assets	<ul style="list-style-type: none"> • Specific Services to be outlined in a schedule to the definitive agreement contemplated hereby (such definitive agreement covering solely the Services addressed by this Term Sheet, the “Agreement”), which shall be materially consistent with those on Exhibit A. • The process by which Service Recipient will request Services will be detailed in the Agreement. • Any reasonable restrictions (both minimum and maximum) as to the scope and amount of the Services, including, but not limited to, those based on design parameters, will be set out in the Agreement. • The Services shall apply to those assets set forth on Exhibit A.
4.	Subcontracting	<ul style="list-style-type: none"> • Service Provider will be entitled to subcontract performance of the Services and change any subcontractors so utilized, but will generally not be responsible for breaches and performance failures by its contractors and subcontractors (including any regulated third party utility or governmental authority providing inputs for the Services). • If Service Provider subcontracts any Services, to the extent Service Provider is able under its arrangements with the applicable subcontractor, Service Provider will, at Service Recipient’s sole cost and expense, endeavor to provide Service Recipient with benefits of any warranties, discounts or rebates available under such subcontracting arrangements. • Prior to Service Provider’s utilization of subcontractors which will perform Services on Service Recipient’s facilities or lands, Service Provider shall furnish to Service Recipient the names and the intended scope of work of all such subcontractors. • Service Provider shall use commercially reasonable efforts to require each subcontractor, in each contract with a subcontractor entered into after the date of the Agreement (or any renewal of a contract entered into prior to such time, provided that Service Provider shall only be required to attempt to obtain such amendments or rights once per contract year with respect to any evergreen renewals of existing contracts), to name Service Recipient as (i) an additional insured, and (ii) an additional indemnified party, in each case, under all subcontracting agreements for the provision of services.

¹ Capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the MIPA.

		<ul style="list-style-type: none"> If necessary to recover any damages incurred by Service Recipient, Service Provider shall use commercially reasonable efforts (at Service Recipient's sole cost and expense) to enforce all agreements and remedies with subcontractors for the Services provided to Service Provider.
5.	Changes to Services/Facilities	To adjust the scope of Services provided and/or assets covered by the Services outside of the minimum and maximum amount framework set out in the Agreement, Service Recipient must make a written request for a change. The Parties must mutually agree as to any price adjustment for such a change.
6.	Standard of Performance	Services to be provided in accordance with prudent industry practices and applicable laws (including Environmental Laws).
7.	Oversight Rights	Representatives of the Parties will meet quarterly to discuss the Services provided under the Agreement.
8.	Audit Rights	<p>Service Recipient may at its sole cost and expense audit records of Service Provider (i) to determine if costs have been correctly invoiced, (ii) for routine safety or compliance purposes, in each case no more than once per calendar year and (iii) upon the occurrence or discovery of any material environmental, health or safety event in connection with the Services. Audits must be performed upon reasonable advance notice, during Service Provider's normal business hours and in a manner designed to cause minimal disruption to Service Provider's business and facilities and may be performed by reasonably qualified third parties.</p> <p>With respect to an audit under clause (i), the scope of audit covers costs incurred for the Service Provider's two fiscal years most recently completed and such audit shall only be for the two fiscal years most recently completed at the time such audit is initiated.</p>
9.	Term; Termination Rights	<p>Primary term of 5 years, with annual evergreen renewals until terminated by Service Recipient upon 180 days' notice prior to the end of the primary term or any renewal term. To the extent any capital sharing arrangements for capital costs incurred for new facilities in accordance with this Agreement, the term will be extended to coincide with such capital sharing period.</p> <p>Agreement may otherwise be terminated as set forth in the Default Section (Section 17) of this Term Sheet below.</p>
10.	Compensation	Fee and charge mechanics for the Services will be consistent with the descriptions on Exhibit A .
11.	Payment Terms/Invoicing	Invoices provided monthly and must be paid within 20 days from the receipt of the invoice. If Service Recipient has not paid an invoice within 20 days from the receipt of such invoice, Service Provider must send Service Recipient a written notice of non-payment. Service Recipient must pay all undisputed amounts of invoices within 30 days of such written notice or will be considered in breach after such 30 day cure period. Interest to accrue on late, non-disputed amounts at the WSJ prime rate plus 1.5% per annum not paid within 20 days from the receipt of such invoice. Service Provider shall have the right to suspend the Services upon failure to make timely payments by Service Recipient.
12.	Changes in Law	Service Provider to be reimbursed for Service Recipient's pro rata share of all compliance costs incurred to respond to a change in Law affecting the Services,

		excluding any compliance costs relating to capital expenditures or safety or regulatory requirements not necessary for the Services.
13.	Limitations on Liability	<p>Service Provider’s liability shall be only with respect to its indemnity obligations and will be limited to actual direct damages, and Service Provider fully disclaims any and all other liabilities and warranties of any type.</p> <p>No action may be maintained by Service Recipient for loss or damage unless a timely written claim has been given and unless such action is commenced within 24 months following the termination of the Agreement.</p> <p>The Agreement shall provide that in no event shall either Party’s Group have any liability under any provision of the Agreement for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income (excluding amounts explicitly due to Service Provider for the Services provided under the Agreement), loss of business reputation or opportunity relating to the breach or alleged breach of the Agreement, or diminution of value or any damages based on any type of multiple, whether based on statute, contract, tort or otherwise, and whether or not arising from the other Party’s sole, joint, or concurrent negligence, strict liability or other fault except for indemnification obligations in respect of third party claims specifically provided for in the Agreement.</p>
14.	Indemnities	<ul style="list-style-type: none"> • To the fullest extent permitted by applicable law, Service Recipient and Service Provider shall release, indemnify, defend and hold harmless the other Party and its directors, officers, employees, managers, members, partners, controlling persons and equity holders (collectively, as to each of Service Recipient and Service Provider, in each case, the Party’s “Group”) from and against any and all claims, losses or damages suffered, incurred or sustained in connection with the Agreement to the extent arising in connection with (i) personal injury or death of the indemnifying Party’s employees, or (ii) destruction or damage to the indemnifying Party’s property. • To the fullest extent permitted by applicable law, and except to the limited extent Service Recipient is entitled to indemnity from Service Provider, Service Recipient shall release, indemnify, defend and hold harmless the Service Provider and its Group from and against any and all claims, losses or damages suffered, incurred or sustained in connection with the Agreement to the extent arising in connection with the performance of the Services on Service Provider’s property except to the extent such claims, losses or damages arise out of or are attributable to the fraud, gross negligence or willful misconduct of Service Provider. • To the fullest extent permitted by applicable law, Service Provider shall release, indemnify, defend and hold harmless the Service Recipient and its Group from and against any and all claims, losses or damages suffered, incurred or sustained in connection with the Agreement to the extent arising in connection with the fraud, gross negligence or willful misconduct of Service Provider. • The Agreement will include customary statutory employer language in accordance with Louisiana law requirements, as well as savings provisions (if necessary) consistent with the provisions included in the Operating Services Agreement in the event the Agreement were deemed to be a construction contract under the Louisiana Anti-Indemnity Statute. • The Agreement shall not hinder, impact or otherwise affect the indemnification rights of LyondellBasell LC Offtake LLC or Service

		Provider or its or their affiliates pursuant to the Business Separation Agreement (the “BSA”) for Retained Environmental Liabilities (as defined therein), and in the event of a conflict between the BSA and the Agreement with respect to such matters, the BSA shall take precedence.
15.	Insurance	Insurance requirements to be negotiated in the Agreement and will be aligned with the indemnity regime and liability framework.
16.	Force Majeure/Casualty Events	<p>Force Majeure:</p> <ul style="list-style-type: none"> • Events of force majeure will be customary in scope and further defined in the Agreement. • Payment obligations and indemnity obligations, among other obligations of the Parties, will not be excused by force majeure. • Parties must attempt to remedy force majeure with due diligence and all reasonable dispatch. <p>Casualty Loss:</p> <ul style="list-style-type: none"> • To the extent Service Provider’s covered assets used to provide the Services are damaged due to force majeure or other casualty loss, Service Provider shall elect from the following options: (i) repair/replace the applicable assets (provided the Parties shall share the costs, including deductibles and/or retentions, of such repair or replacement proportionally based on usage to the extent not covered by unaffiliated third party insurance proceeds actually received by Service Provider directly in connection with such damage), (ii) provide the Service covered by the applicable assets through an alternative means (at least the level of service prior to such force majeure/casualty loss event), or (iii) tender an amount of funds (based on a determination by an independent appraiser) to Service Recipient corresponding to the amount needed to repair/replace the applicable assets such that the equivalent level of Services (as existing prior to the force majeure/casualty loss event) is provided; provided that (a) Service Provider shall have no obligation to repair/replace the applicable assets to the extent such damage is due solely to the gross negligence or willful misconduct of Service Recipient, and (b) to the extent such damage is due solely to the gross negligence or willful misconduct of Service Recipient, Service Provider shall nonetheless continue to provide as many of the Services as reasonably practicable in light of such damage without a duty to repair/replace, though the overall scope of Services provided may be reduced due to such damage. • Service Provider shall provide Service Recipient prompt notice of any notice by any governmental authority of any condemnation proceeding. If a covered asset used to provide the Services is subject to condemnation, Service Provider shall be excused from providing such Service for the remainder of the term of the Agreement; provided that Service Provider shall nonetheless continue to provide as many of the Services as reasonably practicable in light of such damage without a duty to repair/replace, though the overall scope of Services provided may be reduced due to such damage.
17.	Default	<p>Service Provider may terminate for:</p> <ul style="list-style-type: none"> • Service Recipient failure to pay costs invoiced if not cured within 30 days of Service Recipient’s receipt of a notice of non-payment delivered pursuant to Section 11; • Service Recipient material breach of Agreement if not cured within 30 days of notice, or, if such material breach is not capable of being cured in such 30 day period, for so long as Service Recipient is diligently working

		<p>to cure (not to exceed 180 days in the aggregate for each such breach); and</p> <ul style="list-style-type: none"> • Service Recipient insolvency or bankruptcy. <p>Service Recipient may terminate for:</p> <ul style="list-style-type: none"> • Service Provider material breach of Agreement if not cured within 30 days of notice, or, if such material breach is not capable of being cured in such 30 day period, for so long as Service Provider is diligently working to cure (not to exceed 180 days in the aggregate for each such breach); • Service Provider insolvency or bankruptcy; and • Any other events agreed by the Parties in the Agreement.
18.	Assignment	<p>The Agreement may not be assigned without prior written consent of the other Party (which consent may be withheld in the non-assigning Party’s sole discretion); provided that the non-assigning Party may not unreasonably withhold such consent for assignments to affiliates or to third parties to the extent such affiliate or third party also acquires all or substantially all of the assets or facilities which are used by the assigning Party to perform the services. In any such case, the assignor shall not be relieved of any liabilities or obligations which accrued prior to such transfer.</p> <p>Consent will not be required for assignments as collateral to a lender providing project financing.</p>
19.	Dispute Resolution	<p>Disputes to be settled by informal negotiations, followed by litigation with exclusive venue in Houston, Texas. Customary jury trial waiver to be included. Texas law governs.</p>
20.	Third Party Beneficiaries	<p>Other than third parties covered by the indemnification provisions, there will be no third party beneficiaries to the Agreement.</p>
21.	Non-Recourse	<p>Customary mutual non-recourse provision in favor of each of the Parties to be included.</p>
22.	Intellectual Property	<p>No intellectual property of either Party will be transferred or licensed under the Agreement.</p>
23.	Confidentiality	<p>Agreement will contain customary mutual confidentiality restrictions regarding information transferred under the Agreement, with customary carve-outs. Press releases and other public announcements will generally be prohibited other than to comply with a legal proceeding or with stock exchange rules. Parties desiring to make a press release must give reasonable review and comment rights to the other Party in advance of making the press release. The Agreement will include prohibitions on commercial employees of Service Recipient from having access to commercially-sensitive confidential information of Service Provider.</p>
24.	Expenses	<p>Each Party will bear its own expenses in accordance with negotiation of the Agreement.</p>
25.	Miscellaneous	<p>Agreement to contain other, customary miscellaneous provisions for a contract of this type, including customary bankruptcy protections; provided, however, that the only bankruptcy protection shall be the Integrated Agreements concept set forth below and there shall be no step-in right.</p>

26.	Integrated Agreements	<p>Each of the Agreement and the other Integrated Agreements shall provide that the Integrated Agreements shall be accepted or rejected as an integrated group and cannot be individually accepted or rejected absent the acceptance or rejection of all other Transaction Documents. Each of the Transaction Documents shall provide that each Transaction Documents is integrated with, and a necessary component of, each other Transaction Documents. Service Provider and Service Recipient shall agree that neither Party will assert, nor directly or indirectly induce any other person to assert, that the Transaction Documents do not represent an integrated transaction.</p> <p>Notwithstanding the other provisions of this Section 26, any default by any party to the other Transaction Documents shall not constitute a default under the Agreement.</p>
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EXHIBIT A²

Operating Services

(Louisiana Integrated PolyEthylene JV LLC (“Service Provider”) provides services to Sasol Chemicals (USA) LLC (“Service Recipient”))

Certain capitalized terms used on this Exhibit A are defined in Exhibit B.

1. General Principles

- 1.1. There are certain assets at the Lake Charles site that shall be owned, operated and maintained by Service Provider but in relation to which Service Recipient shall require services.
- 1.2. To the extent improvements and/or expansions to systems may be required to meet capacity, quality, efficiency, safety, replacement in kind and/or regulatory requirements, capital for such improvements and/or expansions will be shared proportionally by the Parties according to the benefit each Party receives.
- 1.3. An annual true-up for both fixed and variable costs will be performed. Fixed cost allocations will be true-up if either Party’s actual usage is greater than their capacity reservation for the year. Both Parties must agree to amend the capacity reservation according to the results of the true-up for the following year.

2. Laboratory

- 2.1. The West Laboratory shall be owned, operated and maintained by Service Provider. Service Recipient’s employees shall not be permitted to operate any laboratory equipment and shall abide by Service Provider’s environmental, health and safety policies, standards and practices while present at the West Laboratory.
- 2.2. Service Provider shall provide laboratory services to Service Recipient consistent with a prudent operator standard. Service Recipient will deliver any samples for analysis to the laboratory for testing.
- 2.3. The Parties shall agree a reasonable basis for determining the Service Recipient’s share of the fixed costs of laboratory services, including number of analyses, and this shall form the basis of the Service Recipient’s capacity reservation.
- 2.4. The Parties shall discuss and agree operational details.
- 2.5. Service Provider shall maintain a record of Service Recipient analyses performed and this shall be included in the true up mechanism referred to in Section 2.6.1.3.
- 2.6. The service fee for the laboratory service is as follows: ³
 - 2.6.1. Laboratory Service Fee = Service Recipient’s share of fixed and variable costs, where
 - 2.6.1.1. Fixed cost basis shall be agreed by the Parties and Service Recipient’s share shall be based on capacity reservation, as adjusted; and
 - 2.6.1.2. Variable cost basis shall be agreed by the Parties and shall be applied to the Service Recipient analyses.

3. Rail Loading

- 3.1. The West Rail Loading Facilities shall be owned, operated and maintained by Service Provider.

² **Note to Draft:** In preparation of the definitive agreements, the parties will work together to ensure that the definitive agreements include all necessary services, and that there are no gaps in necessary services to operate the plants and facilities and that there is clear delineation of the services being provided under each agreement.

³ **Note to Draft:** The Laboratory Service Fee shall be calculated without duplication of any costs covered by any service fees under any other ancillary service agreement term sheets, and language is to be included in the definitive agreement to ensure no duplication.

- 3.2. Service Provider shall provide agreed upon rail loading and unloading services (“**West Rail Loading Services**”) to Service Recipient consistent with a prudent operator standard, excluding any loading and unloading services with respect to ethylene oxide.
- 3.3. Service Recipient’s employees shall abide by Service Provider’s environmental, health and safety policies, standards and practices while present at the West Rail Loading Facilities.
- 3.4. The Parties shall agree a reasonable basis for determining the Service Recipient’s share of the fixed costs of West Rail Loading Services, including loading and/or unloading movements and/or a loading and/or unloading time, and this shall form the basis of the Service Recipient’s capacity reservation.
- 3.5. The Parties shall discuss and agree operational details and procedures to assure compliance with applicable Environmental Laws.
- 3.6. Service Provider shall maintain a record of the Service Recipient railcars that Service Provider loads/unloads and this shall be included in the true up mechanism referred to in Section 3.7.1.3.
- 3.7. The service fee for West Rail Loading Services shall be determined as follows: ⁴
 - 3.7.1. West Rail Loading Service Fee = Service Recipient’s share of fixed and variable costs, where:
 - 3.7.1.1. Fixed cost basis shall be agreed by the Parties and Service Recipient’s share shall be based on capacity reservation, as adjusted; and
 - 3.7.1.2. Variable cost basis shall be agreed by the Parties and shall be applied to the recorded movements.

4. Truck Loading

- 4.1. The West Truck Loading Facility shall be owned, operated and maintained by Service Provider.
- 4.2. Service Provider shall provide agreed upon truck loading and unloading services (“**West Truck Loading Services**”) to Service Recipient consistent with a prudent operator standard, excluding any loading and unloading services with respect to ethylene oxide.
- 4.3. Service Recipient’s employees shall abide by Service Provider’s environmental, health and safety policies, standards and practices while present at the West Truck Loading Facility.
- 4.4. The Parties shall agree a reasonable basis for determining the Service Recipient’s share of the fixed costs of West Truck Loading services, including loading and/or unloading movements and/or a loading and/or unloading time, and this shall form the basis of the Service Recipient’s capacity reservation.
- 4.5. The Parties shall discuss and agree operational details and procedures to assure compliance with applicable Environmental Laws.
- 4.6. Service Provider shall maintain a record of the Service Recipient trucks that Service Provider loads/unloads and this shall be included in the true up mechanism referred to in Section 4.7.1.3.
- 4.7. The service fee for West Truck Loading Services shall be determined as follows: ⁵

⁴ **Note to Draft:** The West Rail Loading Service Fee shall be calculated without duplication of any costs covered by any service fees under any other ancillary service agreement term sheets, and language is to be included in the definitive agreement to ensure no duplication.

⁵ **Note to Draft:** The West Truck Loading Service Fee shall be calculated without duplication of any costs covered by any service fees under any other ancillary service agreement term sheets, and language is to be included in the definitive agreement to ensure no duplication.

4.7.1. West Truck Loading Service Fee = Service Recipient's share of fixed and variable costs, where:

4.7.1.1. Fixed cost basis shall be agreed by the Parties and Service Recipient's share shall be based on capacity reservation, as adjusted; and

4.7.1.2. Variable cost basis shall be agreed by the Parties and shall be applied to the recorded movements.

5. Chemicals Storage and Supply

5.1. NaOH

5.1.1. NaOH Storage will be owned, operated and maintained by Service Provider, including piping up to Service Recipient battery limits.

5.1.2. Service Provider shall contract with 3rd party supplier(s) for supply of NaOH. Service Provider will in turn supply Service Recipient NaOH requirements for the Service Recipient EO/EG Unit.

5.1.3. Flows of NaOH shall be measured and recorded through flowmeters to be identified for this purpose. To the extent suitable flowmeters are not currently available, such flowmeters will be installed by Service Recipient at its cost.

5.1.4. The Parties shall discuss and agree operating processes and interfaces required to ensure that Service Provider is able to manage the storage and supply of NaOH to support an uninterrupted supply to Service Recipient's units.

5.1.5. Capacity reservation will be based upon Service Recipient's share of the prior year's total volume of NaOH consumed.

5.2. Sulfuric acid

5.2.1. Ethylene Support Systems (West) shall be owned, operated and maintained by Service Provider, including piping up to the battery limits of Service Recipient units.

5.2.2. Service Provider shall contract with 3rd party supplier(s) for supply of sulfuric acid. Service Provider will in turn supply Service Recipient sulfuric acid requirements for the Service Recipient EO/EG Unit.

5.2.3. Flow of sulfuric shall be measured and recorded through flowmeters to be identified for this purpose. To the extent suitable flowmeters are not currently be available these will be installed by Service Recipient at its cost.

5.2.4. The Parties shall discuss and agree operating processes and interfaces required to ensure that Service Provider is able to manage the storage and supply of sulfuric acid to support an uninterrupted supply to Service Recipient's units.

5.2.5. Capacity reservation will be based upon Service Recipient's share of the prior year's total volume of sulfuric acid consumed.

5.3. The chemicals services fee shall be determined as follows:⁶

5.3.1. Chemicals Services Fee = chemicals cost plus Service Recipient's share of fixed and variable costs, where:

5.3.1.1. Chemicals cost is the actual cost of NaOH and sulfuric acid consumed, this cost to be passed through without any profit margin;

⁶ **Note to Draft:** The Chemical Services Fee shall be calculated without duplication of any costs covered by any service fees under any other ancillary service agreement term sheets, and language is to be included in the definitive agreement to ensure no duplication.

- 5.3.1.2. Fixed cost basis shall be agreed by the Parties and Service Recipient's share shall be based on capacity reservation, as adjusted; and
- 5.3.1.3. Variable cost basis shall be agreed by the Parties and shall be applied to measured quantities.

6. Ethylene Balancing

- 6.1. Service Provider and Service Recipient each produce ethylene and own and operate certain related assets. For operational reasons there is a need from time to time to move ethylene from the Lake Charles site to external storage located in Sulphur, Louisiana or move ethylene back from this storage site to the Lake Charles site.
- 6.2. Service Provider has contracts for both storage and transportation, and this contractual capacity shall be shared between Service Provider and Service Recipient.
- 6.3. The Parties shall agree Service Recipient's share of access to both storage and transportation capacity and this shall form the basis of the Service Recipient's capacity reservation.
- 6.4. The Parties shall agree operating procedures whereby Service Provider shall manage any and all movements of ethylene to and from external storage on behalf of the Parties.
- 6.5. The service fee for Ethylene Services shall be determined as follows:⁷
 - 6.5.1. Ethylene Balancing Service Fee = Service Recipient's share of fixed and variable costs, where:
 - 6.5.1.1. Fixed cost basis shall be agreed by the Parties and Service Recipient's share shall be based on capacity reservation, as adjusted; and
 - 6.5.1.2. Variable cost basis shall be agreed by the Parties and shall be applied to the recorded movements.

7. Interconnecting Pipes and Pipe Racks

- 7.1. **Pipe Racks.** All pipe racks within the boundaries of LCCP Real Property shall be owned and maintained by the Service Provider, while all pipe racks within the boundaries of Service Recipient's land shall be owned and maintained by the Service Recipient.
- 7.2. **Utilities pipes.** Utilities pipes include steam, demineralized water, clarified water, cooling water, wastewater, fire water, potable water, instrument air, and plant air. Unless otherwise specified, Service Provider shall own, operate, and maintain all utilities pipes located within the boundaries of the LCCP Real Property, while Service Recipient shall own, operate, and maintain all utilities pipes within the boundaries of Service Recipient's land.
- 7.3. **Process pipes.** Unless otherwise specified, Service Provider shall own and operate all pipes containing process fluids of which it is the supplier, to Service Provider's units, as well as up to the battery limits of Service Recipient's units, and Service Recipient shall own and operate all pipes containing process fluids of which it is the supplier, to Service Recipient's units, as well as up to the battery limits of Service Provider's units. Unless otherwise specified Service Provider shall maintain all process pipes, regardless of ownership, on the LCCP Real Property the LCCP Real Property while Service Recipient shall maintain all process pipes on Service Recipient's land.
- 7.4. **Pipes originating from third party suppliers.** Unless otherwise specified, and except where such pipes are owned by a supplying third party, Service Provider shall own, operate, and maintain all pipes containing fluids, natural gas, or industrial gases (except oxygen) supplied by third party suppliers, within the boundaries of the LCCP Real Property. Likewise, unless

⁷ **Note to Draft:** The Ethylene Balancing Service Fee shall be calculated without duplication of any costs covered by any service fees under any other ancillary service agreement term sheets, and language is to be included in the definitive agreement to ensure no duplication.

otherwise specified, and except where such pipes are owned by a supplying third party, Service Recipient shall own, operate, and maintain all pipes containing fluids, natural gas or industrial gases (except oxygen) supplied by third party suppliers, within the boundaries of Service Recipient's land.

- 7.5. **Oxygen.** Service Recipient shall own, operate, and maintain all oxygen pipes for the entire Lake Charles site. As required, Service Provider shall grant Service Recipient servitude(s) necessary to maintain, operate, remove, and/or repair the oxygen pipes located within the LCCP Real Property.
- 7.6. **Ethylene Oxide pipes.** Service Recipient shall own, operate, and maintain all ethylene oxide pipes for the entire Lake Charles site. As required, Service Provider shall grant Service Recipient servitude(s) necessary to maintain, operate, remove, repair the ethylene oxide pipes located within the LCCP Real Property.
- 7.7. **Ethylene pipes.** The terms of Section 7.3 shall apply to ethylene pipes except that Service Provider shall also own and operate all ethylene common headers for the entire Lake Charles site.
- 7.8. Service Provider and Service Recipient shall coordinate all planned maintenance, repairs, (and to the extent applicable) integrity testing for all pipes where such maintenance, repairs, or integrity testing may impact the safety or operations of the other Party. Where a Party is responsible for maintenance and repairs on pipes owned by the other Party, the Parties shall agree upon maintenance standards and schedules, including an annual budget for such maintenance, and the Party who owns the pipes shall have the right to observe such maintenance activities performed or caused to be performed by the Party responsible for maintenance. Maintenance costs incurred by a Party to maintain the other Party's owned pipes shall be passed back to such other Party with no mark-up.
- 7.9. Boundaries between the LCCP Real Property and Service Recipient's land, as well as ownership of pipe racks and pipes, shall be set forth in an exhibit attached to the final Agreement and identified with markings in the field.

8. General

- 8.1. Any services required to support extraordinary activities or events such as projects or major turnarounds shall be addressed on a case by case basis and do not form part of the scope of the Agreement.

EXHIBIT B⁸

“**Agreement**” has the meaning given to it in Section 3 of this Term Sheet.

“**Chemicals Services Fee**” has the meaning given to it in Section 5.3.1 of Exhibit A.

“**Ethylene Balancing Services Fee**” has the meaning given to it in Section 6.5.1 of Exhibit A.

“**Ethylene Support Systems (West)**” means means the ethylene support systems an illustration of which is shown as number 052 on the LCCP Facilities and Real Property Map..

“**Group**” has the meaning given to it in Section 14 of this Term Sheet.

“**Laboratory Service Fee**” has the meaning given to it in Section 2.6.1 of Exhibit A.

“**LCCP Facilities and Real Property Map**” means the maps set forth on Section 1.01(c) of the MIPA Disclosure Schedule.

“**LCCP Real Property**” has the meaning given to it in the MIPA.

“**MIPA**” means that certain Membership Interest Purchase Agreement among Service Recipient, Service Provider, LyondellBasell LC Offtake LLC, Lyondell Chemical Company and Sasol Limited, dated as of October 1, 2020.

“**NaOH Storage**” means the NaOH storage facility an illustration of which is shown the facility immediately adjacent to the north of the Fire Water pond number 981 on the LCCP Facilities and Real Property Map.

“**Party**” and “**Parties**” have the meanings given to them in Section 1 of this Term Sheet.

“**Service Provider**” has the meaning given to it in Section 1 of this Term Sheet.

“**Service Recipient**” has the meaning given to it in Section 1 of this Term Sheet.

“**Service Recipient EO/EG Unit**” means the EO/EG unit (including 020 storage and 081 EO/EG flare areas) an illustration of which is shown as number 020 on the LCCP Facilities and Real Property Map.

“**Services**” has the meaning given to it in Section 2 of this Term Sheet.

“**West Laboratory**” means the laboratory an illustration of which is shown the facility immediately adjacent to the east of the West Truck Loading Facility on the LCCP Facilities and Real Property Map.

“**West Rail Loading Facilities**” means the rail loading facility an illustration of which is shown as number 079.1 on the LCCP Facilities and Real Property Map.

“**West Rail Loading Services Fee**” has the meaning given to it in Section 3.7.1 of Exhibit A.

“**West Rail Loading Services**” has the meaning given to it in Section 3.2 of Exhibit A.

“**West Truck Loading Facility**” means the truck loading facility an illustration of which is shown as number 078.1 on the LCCP Facilities and Real Property Map.

“**West Truck Loading Service Fee**” has the meaning given to it in Section 4.7.1 of Exhibit A.

⁸ **Note to Draft:** Where references are made to the definition in another agreement (such as the MIPA), for definitive agreements the actual definition shall be incorporated from the referenced agreement.

“West Truck Loading Services” has the meaning given to it in Section 4.2 of Exhibit A.