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13 April 2014

Case M.6905 – INEOS/SOLVAY/JV

COMMITMENTS TO THE EUROPEAN COMMISSION

Pursuant to Articles 8(2) of Council Regulation (EC) No 139/2004 (the “**Merger Regulation**”), INEOS AG (“**INEOS**”) and Solvay SA (“**Solvay**”) (the “**Notifying Parties**”) hereby enter into the following Commitments (the “**Commitments**”) vis-à-vis the European Commission (the “**Commission**”) with a view to rendering the creation of a full-function joint venture between INEOS and Solvay (the “**Concentration**”) compatible with the internal market and the functioning of the EEA Agreement (the “**Joint Venture**”).

This text shall be interpreted in light of the Commission’s decision pursuant to Article 8(2) of the Merger Regulation to declare the Concentration compatible with the internal market and the functioning of the EEA Agreement (the “**Decision**”), in the general framework of European Union law, in particular in light of the Merger Regulation, and by reference to the Commission Notice on remedies acceptable under Council Regulation (EC) No 139/2004 and under Commission Regulation (EC) No 802/2004 (the “**Remedies Notice**”).

Section A. Definitions

1. For the purpose of the Commitments, the following terms shall have the following meaning:

Affiliated Undertakings: undertakings controlled by the Notifying Parties and/or by the ultimate parents of the Notifying Parties, including the joint venture, whereby the notion of control shall be interpreted pursuant to Article 3 of the Merger Regulation and in light of the Commission Consolidated Jurisdictional Notice under Council Regulation (EC) No 139/2004 on the control of concentrations between undertakings (the “**Consolidated Jurisdictional Notice**”).

Assets: the assets that contribute to the current operation or are necessary to ensure the viability and competitiveness of the Divestment Businesses as indicated in Section B and described more in detail in the Schedule.

Closing: the transfer of the legal title to the Divestment Businesses to the Purchaser.

Closing Period: the period of [...]* months from the approval of the Purchaser and the terms of sale by the Commission.

Confidential Information: any business secrets, know-how, commercial information, or any other information of a proprietary nature that is not in the public domain.

Conflict of Interest: any conflict of interest that impairs the Trustee's objectivity and independence in discharging its duties under the Commitments.

Divestment Business: the business or businesses as defined in Section B and in the Schedule which the Notifying Parties commit to divest.

Divestiture Trustee: one or more natural or legal person(s) who is/are approved by the Commission and appointed by the Notifying Parties and who has/have received from the Notifying Parties the exclusive Trustee Mandate to sell the Divestment Businesses to a Purchaser at no minimum price.

Effective Date: the date of adoption of the Decision.

First Divestiture Period: the period of [...] months from the Effective Date.

Hold Separate Manager: the person appointed by the Notifying Parties for the Divestment Businesses to manage the day-to-day business under the supervision of the Monitoring Trustee.

INEOS: INEOS AG, incorporated under the laws of Switzerland, with its registered office at Avenue des Uttins 3, CH-1180, Rolle, Vaud, Switzerland and registered under number CH-550-1066387-4.

Key Personnel: all personnel necessary to maintain the viability and competitiveness of the Divestment Businesses, as listed in the Schedule, including the Hold Separate Manager.

Monitoring Trustee: one or more natural or legal person(s) who is/are approved by the Commission and appointed by the Notifying Parties, and who has/have the duty to monitor the Notifying Parties' compliance with the conditions and obligations attached to the Decision.

Parties: the Notifying Parties and the undertaking that is the target of the concentration.

Personnel: all staff currently employed by the Divestment Businesses, including staff seconded to the Divestment Businesses, shared personnel as well as the additional personnel listed in the Schedule.

Purchaser: the entity or entities approved by the Commission as acquirer of the Divestment Businesses in accordance with the criteria set out in Section D.

Purchaser Criteria: the criteria laid down in paragraph 24 of these Commitments that the Purchaser must fulfil in order to be approved by the Commission.

Runcorn EDC Plant: the EDC plant site (comprising DC3 and EDC 1&2 plants) located at INEOS' Runcorn site, UK, that the Notifying Parties have committed to divest, as defined in the Schedule.

Runcorn MCP Site: the membrane chlorine plant located at INEOS' Runcorn site in the UK, that the Notifying Parties have committed to divest, as defined in the Schedule.

Schedule: the schedule to these Commitments describing more in detail the Divestment Businesses.

Solvay: Solvay SA, incorporated under the laws of Belgium, with its registered office at Rue de Ransbeek, 310, B-1120 Brussels, Belgium and registered under number 0403.091.220.

Trustee(s): the Monitoring Trustee and/or the Divestiture Trustee as the case may be.

Trustee Divestiture Period: the period of [...] months from the end of the First Divestiture Period.

Section B. The commitment to divest and the Divestment Business

Commitment to divest

2. In order to maintain effective competition, the Notifying Parties commit to divest, or procure the divestiture of the Divestment Businesses by the end of the Trustee Divestiture Period as a going concern to a purchaser and on terms of sale approved by the Commission in accordance with the procedure described in paragraph 25 of these Commitments. To carry out the divestiture, the Notifying Parties commit to find a purchaser and to enter into a final binding sale and purchase agreement for the sale of the Divestment Businesses within the First Divestiture Period. If the Notifying Parties have not entered into such an agreement at the end of the First Divestiture Period, the Notifying Parties shall grant the Divestiture Trustee an exclusive mandate to sell the Divestment Businesses in accordance with the procedure described in paragraph 37 in the Trustee Divestiture Period.
3. It is the Notifying Parties' preference to retain the option of selling the Divestment Businesses to two separate purchasers and implementing the Concentration on a hold separate basis before the divestiture of the Divestment Businesses. However, the Notifying Parties hereby commit to defer implementation of the Concentration until they or the Divestiture Trustee have entered into a final binding sale and purchase agreement for the sale of the Divestment Businesses and the Commission has approved the purchaser and the terms of sale in accordance with paragraph 25. [...]*
4. The Notifying Parties shall be deemed to have complied with this commitment if:
 - (i) by the end of the Trustee Divestiture Period, the Notifying Parties or the Divestiture Trustee have entered into a final binding sale and purchase agreement and the Commission approves the proposed purchaser and the terms of sale as being consistent with the Commitments in accordance with the procedure described in paragraph 25; and

- (ii) the Closing of the sale of the Divestment Businesses to the Purchaser takes place within the Closing Period.
5. In order to maintain the structural effect of the Commitments, the Notifying Parties shall, for a period of 10 years after Closing, not acquire, whether directly or indirectly, the possibility of exercising influence (as defined in paragraph 43 of the Remedies Notice, footnote 3) over the whole or part of the Divestment Businesses, unless, following the submission of a reasoned request from the Notifying Parties showing good cause and accompanied by a report from the Monitoring Trustee (as provided in paragraph 51 of these Commitments), the Commission finds that the structure of the market has changed to such an extent that the absence of influence over the Divestment Businesses is no longer necessary to render the proposed concentration compatible with the internal market.

Structure and definition of the Divestment Business

6. The Divestment Businesses consist of:
- (i) the S-PVC plant operated by INEOS at Mazingarbe, France ("**Mazingarbe**");
- (ii) the S-PVC plant operated by INEOS at Beek Geleen, the Netherlands ("**Beek Geleen**");
- (iii) the membrane electrolysis cellroom, the EDC/VCM plant and related production assets (including sodium hypochlorite production assets) operated by INEOS at Tessenderlo, Belgium and which are currently integrated with and supply VCM to Mazingarbe and Beek Geleen, excluding the mercury chlorine plant and associated caustic potash production assets ("**Tessenderlo**")
- (Mazingarbe, Beek Geleen and Tessenderlo being together known as "**LVM**");
- (iv) the VCM and S-PVC plants operated by INEOS at Wilhelmshaven, Germany ("**Wilhelmshaven**"); and
- (v) the chlorine cell room (the "**Runcorn MCP Site**") and the EDC plant (the "**Runcorn EDC Plant**") located at INEOS' chemical site at Runcorn in the UK (together "**Runcorn**") which currently supplies EDC to Wilhelmshaven. The divestment of the Runcorn MCP Site will be structured as a [...] legal joint venture between the Joint Venture and the Purchaser for the production of chlorine (and associated by-products) (the "**MCP Joint Venture**")

(Wilhelmshaven and Runcorn being together known as "**Wilhelmshaven / Runcorn**").

Tessenderlo

7. Tessenderlo will be located on a shared site with the mercury cellroom and KOH business retained by the Joint Venture as well as the [...] business owned by [...] and the [...] business owned by a third party, [...]. As the largest on-site operator, the

purchaser of LVM will operate the entire site at Tessenderlo (as INEOS does currently). Specifically:

- (i) The Joint Venture and the purchaser of LVM will enter into an appropriate agreement for the purchaser to operate the mercury electrolysis cellroom and caustic potash production assets on a toll manufacturing basis on behalf of the Joint Venture. No physical carve-out of LVM from the retained business of the Notifying Parties will therefore be required.
 - (ii) INEOS currently operates the [...] business and the [...] business at Tessenderlo on a toll manufacturing basis. The benefit of these agreements will be transferred to the Purchaser who will therefore also operate these assets on a toll manufacturing basis.
8. The Joint Venture and the purchaser of LVM will enter into a further toll manufacturing agreement for the production by LVM of EDC on behalf of the Joint Venture. The Joint Venture will supply chlorine (from the mercury electrolysis cellroom) and ethylene to LVM, which LVM will then process into EDC on behalf of the Joint Venture and supply back to the Joint Venture. The Joint Venture will pay a tolling fee to LVM for this service. The purpose of this arrangement is to give the Joint Venture an outlet for the chlorine produced in the mercury electrolysis cellroom at Tessenderlo as a by-product of the production of caustic potash. This agreement will make use of surplus EDC capacity at Tessenderlo and will not constrain the ability of LVM to supply the VCM requirements of Mazingarbe, Beek Geleen at full capacity. The toll manufacturing agreement will not give the Notifying Parties any insight into LVM's actual on-going costs of production.

Runcorn

9. The Runcorn MCP Site and Runcorn EDC Plant are located on a shared site with the JV at Runcorn. The Runcorn EDC Plant constitutes all the EDC production capacity at Runcorn. All of the assets which are used exclusively by the Runcorn EDC Plant, in particular the pipelines for transporting EDC out of the plant as well as those assets which are located within the perimeter of the Runcorn EDC Plant, will form part of the Divestment Business. The Joint Venture and the Purchaser will enter into appropriate access agreements, for the lifetime of the Runcorn EDC Plant, for shared assets which are located outside the perimeter of the Runcorn EDC Plant (and are therefore not transferred with the Divestment Business) but which contribute to or are necessary for the production of EDC, on terms which are normal in the PVC industry.
10. The Runcorn MCP Site constitutes all of the membrane-based chlorine production assets at Runcorn, including all assets which are used exclusively by the Runcorn MCP Site or are located within the perimeter of the Runcorn MCP Site.
11. The divestment of the Runcorn MCP Site will be structured as a legal joint venture between the Joint Venture and the Purchaser for the production of chlorine (and associated by-products) at the Runcorn MCP Site subject to the following principal terms:

- (i) Joint legal [...] ownership by the Joint Venture and the Purchaser of all assets which are used exclusively by the Runcorn MCP Site;
 - (ii) The right for each of the Joint Venture and the Purchaser to off-take up to half of the chlorine produced at the Runcorn MCP Site annually;
 - (iii) The MCP Joint Venture [...]*
 - (iv) [...]*
 - (v) [...]*
 - (vi) The Joint Venture and the Purchaser will [...]*
 - (vii) Site services necessary for the maintenance of the Runcorn MCP Site [...]*
 - (viii) The Joint Venture and the MCP Joint Venture will [...]*
 - (ix) The Joint Venture and the MCP Joint Venture will [...]*
 - (x) The Joint Venture and the Purchaser [...]*
12. The legal and functional structure of the Divestment Businesses as operated to date is described in the Schedule. The Divestment Businesses, described in more detail in the Schedule, include (subject to third party consents where relevant) all assets and staff that contribute to the current operation or are necessary to ensure the viability and competitiveness of the Divestment Businesses, in particular:
- (i) all tangible and intangible assets (including intellectual property rights, but excluding the right to use the NORVINYL brand under which the Divestment Businesses and other INEOS sites sell S-PVC products);
 - (ii) all licences, permits and authorisations issued by any governmental organisation for the benefit of the Divestment Businesses;
 - (iii) all contracts, leases, commitments and customer orders of the Divestment Businesses; all customer, credit and other records of the Divestment Businesses;
 - (iv) the Personnel; and
 - (v) the benefit, for a transitional period of up to two years after Closing and on terms and conditions equivalent to those at present afforded to the Divestment Businesses, of all current arrangements under which the Notifying Parties or their Affiliated Undertakings supply products or services to the Divestment Businesses, as detailed in the Schedule, unless otherwise agreed with the Purchaser.

13. LVM also includes:
- (i) the benefit of a supply agreement with [...]*, for the supply of hydrochloric acid to Tessengerlo;
 - (ii) the benefit of a supply agreement with the Notifying Parties on commercial terms for the supply of hydrogen and sodium hypochlorite which is produced in the Notifying Parties' mercury electrolysis cellroom at Tessengerlo. The purpose of this arrangement is to give the Notifying Parties an outlet for the by-products of caustic potash produced in the mercury electrolysis cellroom at Tessengerlo; and
 - (iii) at the request of the Purchaser, INEOS commits to withdraw the termination notice it issued in [...]* in relation to its current ethylene supply agreement with [...]* at Tessengerlo or to adopt any other reasonable measure that might be required in order to ensure that the option of cancelling or continuing the supply contract with [...]* is available to the Purchaser.
14. Runcorn also includes:
- (i) at the option of the Purchaser, the benefit of a [...]* brine supply agreement from INEOS to the MCP Joint Venture, [...]* and
 - (ii) at the option of the Purchaser, the benefit of a competitive [...]* supply agreement for ethylene from INEOS to the Runcorn EDC Plant, [...]*

Section C. Related commitments

Preservation of viability, marketability and competitiveness

15. From the Effective Date until Closing, the Notifying Parties shall preserve or procure the preservation of the economic viability, marketability and competitiveness of the Divestment Businesses, in accordance with good business practice, and shall minimise as far as possible any risk of loss of competitive potential of the Divestment Businesses. In particular the Notifying Parties undertake:
- (i) not to carry out any action that might have a significant adverse impact on the value, management or competitiveness of the Divestment Businesses or that might alter the nature and scope of activity, or the industrial or commercial strategy or the investment policy of the Divestment Businesses;
 - (ii) to make available, or procure to make available, sufficient resources for the development of the Divestment Businesses, on the basis and continuation of the existing business plans;
 - (iii) to take all reasonable steps, or procure that all reasonable steps are being taken, including appropriate incentive schemes (based on industry practice), to encourage all Key Personnel to remain with the Divestment Businesses, and

not to solicit or move any Personnel to the Notifying Parties' remaining business. Where, nevertheless, individual members of the Key Personnel exceptionally leave the Divestment Businesses, the Notifying Parties shall provide a reasoned proposal to replace the person or persons concerned to the Commission and the Monitoring Trustee. The Notifying Parties must be able to demonstrate to the Commission that the replacement is well suited to carry out the functions exercised by those individual members of the Key Personnel. The replacement shall take place under the supervision of the Monitoring Trustee, who shall report to the Commission.

Hold-separate obligations

16. The Notifying Parties commit, from the Effective Date until Closing, to procure that the Divestment Businesses are kept separate from the businesses that the Notifying Parties will be retaining and, after closing of the notified transaction, to keep the Divestment Businesses separate from the businesses that the Notifying Parties are retaining and to ensure that unless explicitly permitted under these Commitments: (i) management and staff of the businesses retained by the Notifying Parties have no involvement in the Divestment Businesses; (ii) the Key Personnel and Personnel of the Divestment Businesses have no involvement in any business retained by the Notifying Parties and do not report to any individual outside the Divestment Businesses.
17. Until Closing, the Notifying Parties shall assist the Monitoring Trustee in ensuring that the Divestment Businesses are managed as distinct and saleable entities separate from the businesses which the Notifying Parties are retaining. Immediately after the adoption of the Decision, the Notifying Parties shall appoint a Hold Separate Manager. The Hold Separate Manager, who shall be part of the Key Personnel, shall manage the Divestment Businesses independently and in the best interest of the businesses with a view to ensuring their continued economic viability, marketability and competitiveness and their independence from the businesses retained by the Notifying Parties. The Hold Separate Manager shall closely cooperate with and report to the Monitoring Trustee and, if applicable, the Divestiture Trustee. Any replacement of the Hold Separate Manager shall be subject to the procedure laid down in paragraph 15(iii) of these Commitments. The Commission may, after having heard the Notifying Parties, require the Notifying Parties to replace the Hold Separate Manager.
18. To ensure that the Divestment Businesses are held and managed as separate entities the Monitoring Trustee shall exercise the Notifying Parties' rights as shareholder in the legal entity or entities that constitute the Divestment Businesses (except for its rights in respect of dividends that are due before Closing), with the aim of acting in the best interest of the businesses, which shall be determined on a stand-alone basis, as an independent financial investor, and with a view to fulfilling the Notifying Parties' obligations under the Commitments. Furthermore, the Monitoring Trustee shall have the power to replace members of the supervisory board or non-executive directors of the board of directors, who have been appointed on behalf of the Notifying Parties. Upon request of the Monitoring Trustee, the Notifying Parties shall resign as members of the boards or shall cause such members of the boards to resign.

Ring-fencing

19. The Notifying Parties shall implement, or procure to implement, all necessary measures to ensure that they do not, after the Effective Date, obtain any Confidential Information relating to the Divestment Businesses and that any such Confidential Information obtained by the Notifying Parties before the Effective Date will be eliminated and not be used by the Notifying Parties. This includes measures vis-à-vis the Notifying Parties' appointees on the supervisory board and/or board of directors of the Divestment Businesses. In particular, the participation of the Divestment Businesses in any central information technology network shall be severed to the extent possible, without compromising the viability of the Divestment Businesses. The Notifying Parties may obtain or keep information relating to the Divestment Businesses which is reasonably necessary for the divestiture of the Divestment Businesses or the disclosure of which to the Notifying Parties is required by law.

Non-solicitation clause

20. The Parties undertake, subject to customary limitations, not to solicit, and to procure that Affiliated Undertakings do not solicit, the Key Personnel transferred with the Divestment Business for a period of two years after Closing.

Due diligence

21. In order to enable potential purchasers to carry out a reasonable due diligence of the Divestment Businesses, the Notifying Parties shall, subject to customary confidentiality assurances and dependent on the stage of the divestiture process:
- (i) provide to potential purchasers sufficient information as regards the Divestment Businesses;
 - (ii) provide to potential purchasers sufficient information relating to the Personnel and allow them reasonable access to the Personnel.

Reporting

22. The Notifying Parties shall submit written reports in English on potential purchasers of the Divestment Businesses and developments in the negotiations with such potential purchasers to the Commission and the Monitoring Trustee no later than 10 days after the end of every month following the Effective Date (or otherwise at the Commission's request). The Notifying Parties shall submit a list of all potential purchasers having expressed interest in acquiring the Divestment Businesses to the Commission at each and every stage of the divestiture process, as well as a copy of all the offers made by potential purchasers within five days of their receipt.
23. The Notifying Parties shall inform the Commission and the Monitoring Trustee on the preparation of the data room documentation and the due diligence procedure and shall submit a copy of any information memorandum to the Commission and the Monitoring Trustee before sending the memorandum out to potential purchasers.

Section D. The purchaser

24. In order to be approved by the Commission, the Purchaser must fulfil the following criteria:
- (i) The Purchaser shall be independent of and unconnected to the Notifying Parties and their Affiliated Undertakings (this being assessed having regard to the situation following the divestiture).
 - (ii) The Purchaser shall be [...]* and shall have the financial resources, proven expertise and incentive to maintain and develop the Divestment Businesses as viable and active competitive forces in competition with the Parties and other competitors;
 - (iii) The acquisition of the Divestment Businesses by the Purchaser must neither be likely to create, in light of the information available to the Commission, *prima facie* competition concerns nor give rise to a risk that the implementation of the Commitments will be delayed. In particular, the Purchaser must reasonably be expected to obtain all necessary approvals from the relevant regulatory authorities for the acquisition of the Divestment Businesses.
25. The final binding sale and purchase agreement (as well as ancillary agreements) relating to the divestment of the Divestment Businesses shall be conditional on the Commission's approval. When the Notifying Parties have reached an agreement with a purchaser, they shall submit a fully documented and reasoned proposal, including a copy of the final agreement(s), within one week to the Commission and the Monitoring Trustee. The Notifying Parties must be able to demonstrate to the Commission that the purchaser fulfils the Purchaser Criteria and that the Divestment Businesses are being sold in a manner consistent with the Commission's Decision and the Commitments. For the approval, the Commission shall verify that the purchaser fulfils the Purchaser Criteria and that the Divestment Businesses are being sold in a manner consistent with the Commitments including their objective to bring about a lasting structural change in the market. The Commission may approve the sale of the Divestment Businesses without one or more Assets or parts of the Personnel, or by substituting one or more Assets or parts of the Personnel with one or more different assets or different personnel, if this does not affect the viability and competitiveness of the Divestment Businesses after the sale, taking account of the proposed purchaser.

Section E. Trustee**I. Appointment procedure**

26. The Notifying Parties shall appoint a Monitoring Trustee to carry out the functions specified in these Commitments for a Monitoring Trustee. The Notifying Parties commit not to close the Concentration before the appointment of a Monitoring Trustee.
27. If the Notifying Parties have not entered into a binding sale and purchase agreement regarding the Divestment Businesses one month before the end of the First Divestiture

Period or if the Commission has rejected a purchaser proposed by the Notifying Parties at that time or thereafter, the Notifying Parties shall appoint a Divestiture Trustee. The appointment of the Divestiture Trustee shall take effect upon the commencement of the Trustee Divestiture Period.

28. The Trustee shall:
- (i) at the time of appointment, be independent of the Notifying Parties and their Affiliated Undertakings;
 - (ii) possess the necessary qualifications to carry out its mandate, for example have sufficient relevant experience as an investment banker or consultant or auditor; and
 - (iii) neither have nor become exposed to a Conflict of Interest.
29. The Trustee shall be remunerated by the Notifying Parties in a way that does not impede the independent and effective fulfilment of its mandate. In particular, where the remuneration package of a Divestiture Trustee includes a success premium linked to the final sale value of the Divestment Businesses, such success premium may only be earned if the divestiture takes place within the Trustee Divestiture Period.

Proposal by the Notifying Parties

30. No later than two weeks after the Effective Date, the Notifying Parties shall submit the name or names of one or more natural or legal persons whom the Notifying Parties propose to appoint as the Monitoring Trustee to the Commission for approval. No later than one month before the end of the First Divestiture Period or on request by the Commission, the Notifying Parties shall submit a list of one or more persons whom the Notifying Parties proposes to appoint as Divestiture Trustee to the Commission for approval. The proposal shall contain sufficient information for the Commission to verify that the person or persons proposed as Trustee fulfil the requirements set out in paragraph 28 and shall include:
- (i) the full terms of the proposed mandate, which shall include all provisions necessary to enable the Trustee to fulfil its duties under these Commitments;
 - (ii) the outline of a work plan which describes how the Trustee intends to carry out its assigned tasks;
 - (iii) an indication whether the proposed Trustee is to act as both Monitoring Trustee and Divestiture Trustee or whether different trustees are proposed for the two functions.

Approval or rejection by the Commission

31. The Commission shall have the discretion to approve or reject the proposed Trustee(s) and to approve the proposed mandate subject to any modifications it deems necessary

for the Trustee to fulfil its obligations. If only one name is approved, the Notifying Parties shall appoint or cause to be appointed the person or persons concerned as Trustee, in accordance with the mandate approved by the Commission. If more than one name is approved, the Notifying Parties shall be free to choose the Trustee to be appointed from among the names approved. The Trustee shall be appointed within one week of the Commission's approval, in accordance with the mandate approved by the Commission.

New proposal by the Notifying Parties

32. If all the proposed Trustees are rejected, the Notifying Parties shall submit the names of at least two more natural or legal persons within one week of being informed of the rejection, in accordance with paragraphs 26 and 31 of these Commitments.

Trustee nominated by the Commission

33. If all further proposed Trustees are rejected by the Commission, the Commission shall nominate a Trustee, whom the Notifying Parties shall appoint, or cause to be appointed, in accordance with a trustee mandate approved by the Commission.

II. Functions of the Trustee

34. The Trustee shall assume its specified duties and obligations in order to ensure compliance with the Commitments. The Commission may, on its own initiative or at the request of the Trustee or the Notifying Parties, give any orders or instructions to the Trustee in order to ensure compliance with the conditions and obligations attached to the Decision and, in particular, in order to ensure that the terms and conditions of any agreement required for the implementation of the commitments are appropriate for the Purchaser to become a viable and active competitive force in the market for S-PVC.

Duties and obligations of the Monitoring Trustee

35. The Monitoring Trustee shall:
- (i) propose in its first report to the Commission a detailed work plan describing how it intends to monitor compliance with the obligations and conditions attached to the Decision.
 - (ii) oversee, in close co-operation with the Hold Separate Manager, the on-going management of the Divestment Businesses with a view to ensuring their continued economic viability, marketability and competitiveness and monitor compliance by the Notifying Parties with the conditions and obligations attached to the Decision. To that end the Monitoring Trustee shall:
 - (a) monitor the preservation of the economic viability, marketability and competitiveness of the Divestment Businesses, and the keeping separate of the Divestment Businesses from the business retained by

the Parties, in accordance with paragraphs 15 and 16 of these Commitments;

- (b) supervise the management of the Divestment Businesses as distinct and saleable entities, in accordance with paragraph 17 of these Commitments;
 - (c) with respect to Confidential Information:
 - determine all necessary measures to ensure that the Notifying Parties do not after the Effective Date obtain any Confidential Information relating to the Divestment Businesses,
 - in particular strive for the severing of the Divestment Businesses' participation in a central information technology network to the extent possible, without compromising the viability of the Divestment Businesses,
 - make sure that any Confidential Information relating to the Divestment Businesses obtained by the Notifying Parties before the Effective Date is eliminated and will not be used by the Notifying Parties and
 - decide whether such information may be disclosed to or kept by the Notifying Parties as the disclosure is reasonably necessary to allow the Notifying Parties to carry out the divestiture or as the disclosure is required by law;
 - (d) monitor the splitting of assets and the allocation of Personnel between the Divestment Businesses and the Notifying Parties or Affiliated Undertakings;
- (iii) propose to the Notifying Parties such measures as the Monitoring Trustee considers necessary to ensure the Notifying Parties' compliance with the conditions and obligations attached to the Decision, in particular the maintenance of the full economic viability, marketability or competitiveness of the Divestment Businesses, the holding separate of the Divestment Businesses and the non-disclosure of competitively sensitive information;
 - (iv) review and assess potential purchasers as well as the progress of the divestiture process and verify that, dependent on the stage of the divestiture process:
 - (a) potential purchasers receive sufficient and correct information relating to the Divestment Businesses and the Personnel in particular by reviewing, if available, the data room documentation, the information memorandum and the due diligence process, and

- (b) potential purchasers are granted reasonable access to the Personnel;
 - (v) act as a contact point for any requests by third parties, in particular potential purchasers, in relation to the Commitments;
 - (vi) provide to the Commission, sending the Notifying Parties a non-confidential copy at the same time, a written report within 15 days after the end of every month that shall cover the operation and management of the Divestment Businesses as well as the splitting of assets and the allocation of Personnel so that the Commission can assess whether the business is held in a manner consistent with the Commitments and the progress of the divestiture process as well as potential purchasers;
 - (vii) promptly report in writing to the Commission, sending the Notifying Parties a non-confidential copy at the same time, if it concludes on reasonable grounds that the Notifying Parties is failing to comply with these Commitments;
 - (viii) within one week after receipt of the documented proposal referred to in paragraph 25 of these Commitments, submit to the Commission, sending the Notifying Parties a non-confidential copy at the same time, a reasoned opinion as to the suitability and independence of the proposed purchaser and the viability of the Divestment Businesses after the Sale and as to whether the Divestment Businesses are sold in a manner consistent with the conditions and obligations attached to the Decision, in particular, if relevant, whether the Sale of the Divestment Businesses without one or more Assets or not all of the Personnel affects the viability of the Divestment Businesses after the sale, taking account of the proposed purchaser;
 - (ix) assume the other functions assigned to the Monitoring Trustee under the conditions and obligations attached to the Decision.
36. If the Monitoring and Divestiture Trustee are not the same [legal or natural] persons, the Monitoring Trustee and the Divestiture Trustee shall cooperate closely with each other during and for the purpose of the preparation of the Trustee Divestiture Period in order to facilitate each other's tasks.

Duties and obligations of the Divestiture Trustee

37. Within the Trustee Divestiture Period, the Divestiture Trustee shall sell at no minimum price the Divestment Businesses to a purchaser, provided that the Commission has approved both the purchaser and the final binding sale and purchase agreement (and ancillary agreements) as in line with the Commission's Decision and the Commitments in accordance with paragraphs 24 and 25 of these Commitments. The Divestiture Trustee shall include in the sale and purchase agreement (as well as in any ancillary agreements) such terms and conditions as it considers appropriate for an expedient sale in the Trustee Divestiture Period. In particular, the Divestiture Trustee may include in the sale and purchase agreement such customary representations and warranties and indemnities as are reasonably required to effect the sale. The Divestiture Trustee

shall protect the legitimate financial interests of the Notifying Parties, subject to the Notifying Parties' unconditional obligation to divest at no minimum price in the Trustee Divestiture Period.

38. In the Trustee Divestiture Period (or otherwise at the Commission's request), the Divestiture Trustee shall provide the Commission with a comprehensive monthly report written in English on the progress of the divestiture process. Such reports shall be submitted within 15 days after the end of every month with a simultaneous copy to the Monitoring Trustee and a non-confidential copy to the Notifying Parties.

III. Duties and obligations of the Parties

39. The Notifying Parties shall provide and shall cause its advisors to provide the Trustee with all such co-operation, assistance and information as the Trustee may reasonably require to perform its tasks. The Trustee shall have full and complete access to any of the Notifying Parties' or the Divestment Businesses' books, records, documents, management or other personnel, facilities, sites and technical information necessary for fulfilling its duties under the Commitments and the Notifying Parties and the Divestment Businesses shall provide the Trustee upon request with copies of any document. The Notifying Parties and the Divestment Businesses shall make available to the Trustee one or more offices on their premises and shall be available for meetings in order to provide the Trustee with all information necessary for the performance of its tasks.
40. The Notifying Parties shall provide the Monitoring Trustee with all managerial and administrative support that it may reasonably request on behalf of the management of the Divestment Businesses. This shall include all administrative support functions relating to the Divestment Businesses which are currently carried out at headquarters level. The Notifying Parties shall provide and shall cause its advisors to provide the Monitoring Trustee, on request, with the information submitted to potential purchasers, in particular give the Monitoring Trustee access to the data room documentation and all other information granted to potential purchasers in the due diligence procedure. The Notifying Parties shall inform the Monitoring Trustee on possible purchasers, submit lists of potential purchasers at each stage of the selection process, including the offers made by potential purchasers at those stages, and keep the Monitoring Trustee informed of all developments in the divestiture process.
41. The Notifying Parties shall grant or procure Affiliated Undertakings to grant comprehensive powers of attorney, duly executed, to the Divestiture Trustee to effect the sale (including ancillary agreements), the Closing and all actions and declarations which the Divestiture Trustee considers necessary or appropriate to achieve the sale and the Closing, including the appointment of advisors to assist with the sale process. Upon request of the Divestiture Trustee, the Notifying Parties shall cause the documents required for effecting the sale and the Closing to be duly executed.
42. The Notifying Parties shall indemnify the Trustee and its employees and agents (each an "**Indemnified Party**") and hold each Indemnified Party harmless against, and hereby agrees that an Indemnified Party shall have no liability to the Notifying Parties for, any liabilities arising out of the performance of the Trustee's duties under the Commitments,

except to the extent that such liabilities result from the wilful default, recklessness, gross negligence or bad faith of the Trustee, its employees, agents or advisors.

43. At the expense of the Notifying Parties, the Trustee may appoint advisors (in particular for corporate finance or legal advice), subject to the Notifying Parties' approval (this approval not to be unreasonably withheld or delayed) if the Trustee considers the appointment of such advisors necessary or appropriate for the performance of its duties and obligations under the Mandate, provided that any fees and other expenses incurred by the Trustee are reasonable. Should the Notifying Parties refuse to approve the advisors proposed by the Trustee the Commission may approve the appointment of such advisors instead, after having heard the Notifying Parties. Only the Trustee shall be entitled to issue instructions to the advisors. Paragraph 42 of these Commitments shall apply *mutatis mutandis*. In the Trustee Divestiture Period, the Divestiture Trustee may use advisors who served the Notifying Parties during the Divestiture Period if the Divestiture Trustee considers this in the best interest of an expedient sale.
44. The Notifying Parties agree that the Commission may share Confidential Information proprietary to the Notifying Parties with the Trustee. The Trustee shall not disclose such information and the principles contained in Article 17 (1) and (2) of the Merger Regulation apply *mutatis mutandis*.
45. The Notifying Parties agree that the contact details of the Monitoring Trustee are published on the website of the Commission's Directorate-General for Competition and they shall inform interested third parties, in particular any potential purchasers, of the identity and the tasks of the Monitoring Trustee.
46. For a period of 10 years from the Effective Date the Commission may request all information from the Parties that is reasonably necessary to monitor the effective implementation of these Commitments.

IV. Replacement, discharge and reappointment of the Trustee

47. If the Trustee ceases to perform its functions under the Commitments or for any other good cause, including the exposure of the Trustee to a Conflict of Interest:
 - (i) the Commission may, after hearing the Trustee and the Notifying Parties, require the Notifying Parties to replace the Trustee; or
 - (ii) the Notifying Parties may, with the prior approval of the Commission, replace the Trustee.
48. If the Trustee is removed according to paragraph 47 of these Commitments, the Trustee may be required to continue in its function until a new Trustee is in place to whom the Trustee has effected a full hand over of all relevant information. The new Trustee shall be appointed in accordance with the procedure referred to in paragraphs 26-33 of these Commitments.

49. Unless removed according to paragraph 47 of these Commitments, the Trustee shall cease to act as Trustee only after the Commission has discharged it from its duties after all the Commitments with which the Trustee has been entrusted have been implemented. However, the Commission may at any time require the reappointment of the Monitoring Trustee if it subsequently appears that the relevant remedies might not have been fully and properly implemented.

Section F. The review clause

50. The Commission may extend the time periods foreseen in the Commitments in response to a request from the Notifying Parties or, in appropriate cases, on its own initiative. Where the Notifying Parties request an extension of a time period, they shall submit a reasoned request to the Commission no later than one month before the expiry of that period, showing good cause. This request shall be accompanied by a report from the Monitoring Trustee, who shall, at the same time send a non-confidential copy of the report to the Notifying Parties. Only in exceptional circumstances shall the Notifying Parties be entitled to request an extension within the last month of any period.
51. The Commission may further, in response to a reasoned request from the Notifying Parties showing good cause waive, modify or substitute, in exceptional circumstances, one or more of the undertakings in these Commitments. This request shall be accompanied by a report from the Monitoring Trustee, who shall, at the same time send a non-confidential copy of the report to the Notifying Parties. The request shall not have the effect of suspending the application of the undertaking and, in particular, of suspending the expiry of any time period in which the undertaking has to be complied with.

Section G. Entry into force

52. The Commitments shall take effect upon the date of adoption of the Decision.

.....
duly authorised for and on behalf of
INEOS AG

.....
duly authorised for and on behalf of
Solvay SA

SCHEDULE

1. The Divestment Businesses comprise the S-PVC plant operated by INEOS at Mazingarbe, France, the S-PVC plant operated by INEOS at Beek Geleen, the Netherlands, and the membrane electrolysis cellroom, the EDC/VCM plant and related production assets operated by INEOS at Tessenderlo, Belgium (together, "**LVM**"); and the integrated VCM/S-PVC plant operated by INEOS at Wilhelmshaven, Germany, ("**Wilhelmshaven**") together with the membrane chlorine cellroom and the EDC plant located at INEOS' chemical site at Runcorn in the UK ("**Runcorn**"), as described below.

LVM

2. LVM comprises:
 - (i) INEOS' standalone S-PVC plant located at Chemin des Soldats, FR-62670, Mazingarbe, France, owned by INEOS Chlorvinyls France SAS, with registered office at the same address (the "**Mazingarbe**");
 - (ii) INEOS' standalone S-PVC plant located at Koolwaterstofstraat 1, Beek Geleen, NL-6161 RA, the Netherlands, owned by INEOS ChlorVinyls Limburg B.V., with registered office at 6160 AP Geleen, the Netherlands (the "**Beek Geleen**"); and
 - (iii) INEOS' membrane chlorine plant, EDC/VCM plant and related assets located at Heilig Hartlaan 21, Tessenderlo, B-3980, Belgium, owned by INEOS ChlorVinyls Belgium N.V., with registered office at the same address (the "**Tessenderlo**").
3. In accordance with paragraph 12 of these Commitments, subject to third party consent where relevant, LVM includes, but is not limited to:
 - (i) the following main tangible assets:
 - (a) the S-PVC plant owned and operated by INEOS at Chemin des Soldats, FR-62670 Mazingarbe, France, together with the lease of the land on which the S-PVC plant is located, the on-site pilot plant facility, and all of the manufacturing equipment installed at the S-PVC plant which contributes to the current operation or is necessary to ensure the viability and competitiveness of Mazingarbe. Such installed equipment includes the assets described in more detail in Annex 1;
 - (b) the S-PVC plant owned and operated by INEOS at Koolwaterstofstraat 1, Beek Geleen, NL-6161 RA, the Netherlands, together with the lease of the land on which the S-PVC plant is located, and all of the manufacturing equipment installed at the S-PVC plant which contributes to the current operation or is necessary to ensure the viability and competitiveness of Beek Geleen. Such installed equipment includes the assets described in more detail in Annex 1;

- (c) the membrane electrolysis cellroom, the EDC/VCM plant and related production assets owned and operated by INEOS at Heilig Hartlaan 21, Tessenderlo, B-3980, Belgium, together with the lease of the land on which the plants are located and all of the manufacturing equipment installed at the plants which contributes to the current operation or is necessary to ensure the viability and competitiveness of Tessenderlo. Such installed equipment includes the assets described in more detail in Annex 1;
 - (d) all raw materials, stock, semi-finished and finished goods held at LVM at the time of the transfer to the purchaser of LVM;
 - (e) all the non-manufacturing facilities and buildings owned by LVM;
 - (f) access to EDC export facilities located at Tessenderlo which will remain in the ownership of the Joint Venture;
- (ii) all the intangible assets which contribute to the current operation or which are necessary to ensure the viability and competitiveness of LVM, including the following main intangible assets:
- (a) all of the intellectual property which is owned by LVM at the date of the completion of the divestment including product recipes (including operating know-how and recipe formulations and any customer specific recipe formulations) used to produce chlorine, EDC, VCM and related products at Tessenderlo and all S-PVC K-values manufactured by Mazingarbe and Beek Geleen; and
 - (b) with the exception of the intellectual property described at paragraph 4 below, a perpetual, irrevocable, non-exclusive, royalty-free licence or sub-licence for use for production at LVM of the intellectual property that is used in connection with the manufacture and / or sale of commodity S-PVC by Mazingarbe and Beek Geleen, and chlorine, EDC, VCM and related products by Tessenderlo, including in-house technology licences;
- (iii) all the licences, permits and authorisations which are held by LVM and which constitute all the licences, permits and authorisations needed to operate LVM including local authority, environmental and health and safety permits;
- (iv) the following main contracts, agreements, leases, commitments and understandings with LVM's current customers and suppliers, including in particular:
- (a) key supply contracts relating to Mazingarbe, as summarised in Annex 2 (Mazingarbe Supply Contracts);

- (b) all customer contracts relating solely to Mazingarbe, in particular key customer contracts, a sample of which is summarised in Annex 3 (Mazingarbe Customer Contracts);
- (c) key supply contracts relating to Beek Geleen, as summarised in Annex 4 (Beek Geleen Supply Contracts);
- (d) all customer contracts relating solely to Beek Geleen, in particular key customer contracts, a sample of which is summarised in Annex 5 (Beek Geleen Customer Contracts);
- (e) key supply contracts relating to Tessenderlo, as summarised in Annex 6 (Tessenderlo Supply Contracts);
- (f) all customer contracts relating solely to Tessenderlo, in particular key customer contracts, a sample of which is summarised in Annex 7 (Tessenderlo Customer Contracts);
- (g) the benefit of a supply agreement with a third party, [...]*, for the supply of hydrochloric acid to Tessenderlo; and
- (h) the benefit of a supply agreement with the Notifying Parties on commercial terms for the supply of hydrogen and sodium hypochlorite which is produced in the Notifying Parties' mercury electrolysis cellroom at Tessenderlo;

INEOS will use best endeavours to assign, novate or transfer the portion of contracts, leases and commitments which are held by a retained INEOS business but which are supplied by or to LVM. These include:

- (a) supply agreements pursuant to which PVC additives are supplied to the INEOS ChlorVinyls business (see further Annex 2 (Mazingarbe Supply Contracts) and Annex 4 (Beek Geleen Supply Contracts));
 - (b) customer contracts entered into by more than one INEOS entity. By the time of completion of the divestment, INEOS will use best endeavours to carve out separate customer contracts relating to the volumes supplied solely by LVM.
- (v) customer, credit and other records which are held by LVM, including the records contained in the [...]* (or other relevant INEOS entity) database which relate to LVM only;
 - (vi) in line with applicable employment laws and other relevant legislation, the Personnel shown in Annex 8 (LVM Personnel) (who are currently employed by LVM);

- (vii) in line with applicable employment laws and other relevant legislation, the Key Personnel shown in Annex 8 (LVM Personnel) (who are currently employed by LVM); and
- (viii) at the Purchaser's request, arrangements for the supply of products or services by the Notifying Parties (on substantially the same terms as those products or services are supplied to LVM at completion of the divestment) for a transitional period after divestment, including the right to use the brand name NORVINYL, for a transitional period after divestment in order to maintain the viability and competitiveness of LVM.

4. LVM shall not include:

- (i) any right to use the Parties' names or logos in any form;
- (ii) use of the NORVINYL brand under which Mazingarbe and Beek Geleen sell S-PVC products, unless such usage is required for a transitional period, if requested by the Purchaser, in order to maintain the viability and competitiveness of LVM; and
- (iii) certain assets relating to the production of caustic potash located at Tessenderlo, including:
 - (a) the mercury chlorine cellroom;
 - (b) the potassium chloride storage and brine system;
 - (c) the caustic potash storage and loading facilities located in Tessenderlo and [...]*;
 - (d) the caustic potash transfer pipelines on-site at Tessenderlo and between Tessenderlo and [...]*; and
 - (e) product purification equipment used solely for the removal of mercury from chlorine and caustic potash.

5. If there is any asset or personnel which is not covered by paragraph 3 of this Schedule but which is both used (exclusively or not) by LVM and necessary for the continued viability and competitiveness of LVM, that asset or adequate substitute will be offered to potential purchasers.

Wilhelmshaven

6. Wilhelmshaven comprises INEOS' VCM and S-PVC plants located at Sitz der Gesellschaften: Inhausersieler Straße 25, 26388 Wilhelmshaven, Germany, owned by INEOS Vinyls Deutschland GmbH, with registered office at the same address; and

7. Following paragraph 12 of these Commitments, subject to third party consent where relevant, Wilhelmshaven includes, but is not limited to:
- (i) the following main tangible assets:
 - (a) the VCM plant and the S-PVC plant owned and operated by INEOS at Sitz der Gesellschaftern: Inhausersieler Straße 25-26388, Wilhelmshaven, Germany, together with the long lease of the land on which the plants are located and all of the manufacturing equipment installed at the plants which contributes to the current operation or is necessary to ensure the viability and competitiveness of these plants. Such installed equipment includes all the assets described at Annex 9 (Wilhelmshaven Assets);
 - (b) all raw materials, stock, semi-finished and finished goods held at Wilhelmshaven at the time of the transfer to the purchaser of Wilhelmshaven;
 - (c) all the non-manufacturing facilities and buildings owned by Wilhelmshaven;
 - (ii) all of the intangible assets which contribute to the current operation or which are necessary to ensure the viability and competitiveness of Wilhelmshaven, including the following main intangible assets:
 - (a) all of the intellectual property which is owned by Wilhelmshaven at the date of the completion of the divestment including product recipes (including know how and recipe formulations and any customer specific recipe formulations) used to produce VCM and all S-PVC K-grades manufactured by the plants; and
 - (b) with the exception of the intellectual property described at paragraph 8 below, a perpetual, irrevocable, non-exclusive, royalty-free licence or sub-licence for use for production at Wilhelmshaven of the intellectual property that is used in connection with the manufacture and / or sale of VCM and commodity S-PVC by Wilhelmshaven, including in-house technology licences;
 - (iii) all the licences, permits and authorisations which are held by Wilhelmshaven and which constitute all the licences, permits and authorisations needed to operate Wilhelmshaven including local authority, environmental and health and safety permits;
 - (iv) the following main contracts, agreements, leases, commitments and understandings with Wilhelmshaven's current customers and suppliers, including in particular:

- (a) key supply contracts as summarised in Annex 10 (Wilhelmshaven Supply Contracts); and
- (b) all customer contracts relating solely to Wilhelmshaven, in particular, key customer contracts, a sample of which is summarised in Annex 11 (Wilhelmshaven Customer Contracts);

INEOS will use best endeavours to assign, novate or transfer the portion of contracts, leases and commitments which are held by a retained INEOS business but which are supplied by or to Wilhelmshaven. These include:

- (a) supply agreements pursuant to which PVC additives are supplied to the INEOS Chlorvinyls business (see further Annex 10 (Wilhelmshaven Supply Contracts));
 - (b) customer contracts entered into by more than one INEOS entity. By the time of completion of the divestment, INEOS will use best endeavours to carve out separate customer contracts relating to the volumes supplied solely by Wilhelmshaven.
- (v) customer, credit and other records which are held by Wilhelmshaven or which are held by any other INEOS entity in relation to Wilhelmshaven only;
 - (vi) in line with the applicable employment laws and other relevant legislation, the required Personnel shown in Annex 12 (Wilhelmshaven Personnel) (who are currently employed by Wilhelmshaven);
 - (vii) in line with the applicable employment laws and other relevant legislation, the Key Personnel shown in Annex 12 (Wilhelmshaven Personnel) (who are currently employed by Wilhelmshaven); and
 - (viii) at the Purchaser's request, arrangements for the supply of products or services by the Notifying Parties or Affiliated Undertakings (on substantially the same terms as those products or services are supplied to Wilhelmshaven at completion of the divestment) for a transitional period after divestment, including the right to use the brand name NORVINYL for a transitional period in order to maintain the viability and competitiveness of Wilhelmshaven.

8. Wilhelmshaven shall not include:

- (i) personnel based at other INEOS plants which dedicate a percentage of their workload to operations at Wilhelmshaven;
- (ii) any right to use the Parties' names or logos in any form; and
- (iii) use of the NORVINYL brand under which Wilhelmshaven sells S-PVC products, unless such usage is required for a transitional period, if requested by the

Purchaser, in order to maintain the viability and competitiveness of Wilhelmshaven.

9. If there is any asset or personnel which is not covered by paragraph 7 of this Schedule but which is both used (exclusively or not) by Wilhelmshaven and necessary for the continued viability and competitiveness of Wilhelmshaven, that asset or adequate substitute will be offered to potential purchasers.

Runcorn

10. Runcorn comprises the membrane chlorine plant (the "**Runcorn MCP Site**") and the EDC production facilities (the "**Runcorn EDC Plant**") at INEOS' chemical site in Runcorn, the UK, owned by INEOS ChlorVinyls Limited, with registered office at Runcorn Site, South Parade, PO Box 9, Runcorn, Cheshire WA7 4JE, UK.
11. The Runcorn EDC Plant will be divested outright to the Purchaser. The divestment of the Runcorn MCP Site will be structured as a 50/50 joint venture between the Joint Venture and the Purchaser for the production of chlorine (and associated by-products) (the "**MCP Site Joint Venture**").
12. Following paragraph 12 of these Commitments, subject to third party consent where relevant, the Runcorn EDC Plant, which will be divested outright to a Purchaser, includes, but is not limited to:
- (i) the following main tangible assets:
 - (a) The Runcorn EDC Plant owned and operated by INEOS at South Parade, Runcorn, Cheshire WA7 4JE, the UK, together with the lease of the land on which the plant is located (a lease for the lifetime of the Runcorn EDC Plant) and all the installed manufacturing and other equipment which are located on site of the plant and contribute to its operation, as well as perpetual agreements for access to any other assets on the remainder of the Runcorn site which will remain in the ownership of the Joint Venture and which contribute to or are necessary to the operation of the Runcorn EDC Plant. Such installed equipment includes the assets set out in Annex 13 (Runcorn Assets);
 - (b) all raw materials, stock, semi-finished and finished goods held at or for the use of the Runcorn EDC Plant at the time of the transfer to the Purchaser;
 - (c) all the non-manufacturing facilities and buildings owned by or for the use of the Runcorn EDC Plant;
 - (ii) all of the intangible assets which contribute to the current operation or which are necessary to ensure the viability and competitiveness of the Runcorn EDC Plant, including the following main intangible assets:

- (a) all of the intellectual property which is owned by the Runcorn EDC Plant at the date of the completion of the divestment used to produce EDC; and
 - (b) with the exception of the intellectual property described at paragraph 14 below, a perpetual, irrevocable, non-exclusive, royalty-free licence or sub-licence for use for production at Runcorn of the intellectual property that is used in connection with the manufacture and / or sale of EDC by Runcorn, including in-house technology licences;
- (iii) all the licences, permits and authorisations which are held by the Runcorn EDC Plant and which constitute all the licences, permits and authorisations needed to operate the Runcorn EDC Plant including local authority, environmental and health and safety permits;
- (iv) the following main contracts, agreements, leases, commitments and understandings with the Runcorn EDC Plant's current suppliers, including in particular:
- (a) key supply contracts as summarised in Annex 14 (Runcorn Supply Contracts); and
 - (b) the benefit of a [...]* supply agreement with INEOS on terms and conditions [...]* to supply ethylene to the EDC plants at Runcorn and on terms and conditions [...]* to supply ethylene to the VCM plant at Wilhelmshaven, if the Purchaser so requires.

INEOS will use best endeavours to assign, novate or transfer the portion of contracts, leases and commitments which are held by a retained INEOS business but which are supplied by or to Runcorn. These include supply agreements (see further Annex 14 (Runcorn Supply Contracts)).

- (v) customer, credit and other records which are held by the Runcorn EDC Plant or which are held by any other INEOS entity in relation to the Runcorn EDC Plant only;
- (vi) in line with the applicable employment laws and other relevant legislation, the required Personnel shown in Annex 16 (Runcorn Personnel) (who are currently employed by the Runcorn EDC Plant);
- (vii) in line with the applicable employment laws and other relevant legislation, the Key Personnel shown in Annex 16 (Runcorn Personnel) (who are currently employed by the Runcorn EDC Plant); and
- (viii) at the Purchaser's request, arrangements for the supply of products or services by the Notifying Parties or Affiliated Undertakings (on substantially the same terms as those products or services are supplied to the Runcorn EDC Plant at completion of the divestment) for a transitional period after divestment.

13. Following paragraph 12 of these Commitments, subject to third party consent where relevant, the Runcorn MCP Site, which will be transferred to the MCP Joint Venture, includes, but is not limited to:
- (i) the following main tangible assets:
 - (a) The Runcorn MCP Site owned and operated by INEOS at South Parade, Runcorn, Cheshire WA7 4JE, the UK, together with the lease of the land on which the plant is located (a lease for the lifetime of the Runcorn MCP Site) and all the installed manufacturing and other equipment which are located on site of the plant and contribute to its operation, as well as perpetual agreements for access to any other assets on the remainder of the Runcorn site which will remain in the ownership of the Joint Venture and which contribute to or are necessary to the operation of the Runcorn MCP Site. Such installed equipment includes the assets set out in Annex 13 (Runcorn Assets);
 - (b) all raw materials, stock, semi-finished and finished goods held at or for the use of the Runcorn MCP Site at the time of the transfer to the Purchaser;
 - (c) all the non-manufacturing facilities and buildings owned by or for the use of the Runcorn MCP Site ;
 - (ii) all of the intangible assets which contribute to the current operation or which are necessary to ensure the viability and competitiveness of the Runcorn MCP Site, including the following main intangible assets:
 - (a) all of the intellectual property which is owned by the Runcorn MCP Site at the date of the completion of the divestment used to produce chlorine and associated by-products; and
 - (b) with the exception of the intellectual property described at paragraph 14 below, a perpetual, irrevocable, non-exclusive, royalty-free licence or sub-licence for use for production at the Runcorn MCP Site of the intellectual property that is used in connection with the manufacture and / or sale of chlorine and associated by-products by the Runcorn MCP Site, including in-house technology licences;
 - (iii) all the licences, permits and authorisations which are held by the Runcorn MCP Site and which constitute all the licences, permits and authorisations needed to operate the Runcorn MCP Site including local authority, environmental and health and safety permits;
 - (iv) the following main contracts, agreements, leases, commitments and understandings with the Runcorn MCP Site's current customers and suppliers, including in particular:

- (a) key supply contracts as summarised in Annex 14 (Runcorn Supply Contracts); and
- (b) all customer contracts relating solely to the Runcorn MCP Site, in particular, key customer contracts, a sample of which is summarised in Annex 15 (Runcorn Customer Contracts); and
- (c) the benefit of a [...]* supply agreement with INEOS to the MCP Joint Venture to supply brine to the Runcorn MCP Site, if the Purchaser so requires, [...]*.

INEOS will use best endeavours to assign, novate or transfer the portion of contracts, leases and commitments which are held by a retained INEOS business but which are supplied by or to the Runcorn MCP Site. These include:

- (d) supply agreements (see further Annex 14 (Runcorn Supply Contracts));
- (e) customer contracts entered into by more than one INEOS entity. By the time of completion of the divestment, INEOS will use best endeavours to carve out separate customer contracts relating to the volumes supplied solely by the Runcorn MCP Site.
- (v) customer, credit and other records which are held by the Runcorn MCP Site or which are held by any other INEOS entity in relation to the Runcorn MCP Site only;
- (vi) in line with the applicable employment laws and other relevant legislation, the required Personnel shown in Annex 16 (Runcorn Personnel) (who are currently employed by the Runcorn MCP Site);
- (vii) in line with the applicable employment laws and other relevant legislation, the Key Personnel shown in Annex 16 (Runcorn Personnel) (who are currently employed by the Runcorn MCP Site); and
- (viii) at the Purchaser's request, arrangements for the supply of products or services by the Notifying Parties or Affiliated Undertakings (on substantially the same terms as those products or services are supplied to the Runcorn MCP Site at completion of the divestment) for a transitional period after divestment.

14. The Runcorn EDC Plant and the Runcorn MCP Site shall not include:

- (i) personnel based at other INEOS plants which dedicate a percentage of their workload to operations at Runcorn; and
- (ii) any right to use the Parties' names or logos in any form.

15. If there is any asset or personnel which is not covered by paragraphs 12 and 13 of this Schedule but which is both used (exclusively or not) by the Runcorn EDC Plant or the

Runcorn MCP Site and necessary for the continued viability and competitiveness of the Runcorn EDC Plant or the Runcorn MCP Site, that asset or adequate substitute will be offered to potential purchasers (or to the MCP Joint Venture, as appropriate).

ANNEXES

Annex 1	LVM – Assets
Annex 2	Mazingarbe – Supply Contracts
Annex 3	Mazingarbe – Customer Contracts
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Annex 15	Runcorn – Customer Contracts
Annex 16	Runcorn – Personnel

ANNEX 1: LVM – Assets

1. Mazingarbe, comprising:
 - (i) [...]*polymerisation reactors arranged across [...]* production streams;
 - (ii) One blow down tank per stream;
 - (iii) One steam stripping unit per stream;
 - (iv) One centrifuge per stream;
 - (v) Combined flash and fluid bed dryer per stream;
 - (vi) [...]* silos with [...]* total storage capacity;
 - (vii) A [...]*kg bagging line;
 - (viii) Warehouse storage capacity for [...]*e bags; and
 - (ix) Services and utilities including [...]* steam boilers; [...]*MW cogeneration unit; ammonia compressors and waste water treatment facility.

2. Beek Geleen, comprising:
 - (i) [...]* production lines consisting of [...]* polymerisation reactors each;
 - (ii) One recovery unit of [...]* watering pumps per production line;
 - (iii) One blow down tank per production line;
 - (iv) One centrifuge per production line;
 - (v) One fluid bed drier per production line;
 - (vi) [...]* cooling towers;
 - (vii) A bagging line with capacity of [...]* tonnes per shift;
 - (viii) A VCM storage sphere of [...]*m³;
 - (ix) On-site bulk PVC storage consisting of [...]* silos of [...]*m³ and [...]* silos of [...]*m³ with a total capacity of [...]*kt of S-PVC;
 - (x) On-site packed storage of [...]*kt of S-PVC;
 - (xi) Off-site storage of [...]*kt of S-PVC, located within [...]*km of the site; and

- (xii) Services and utilities including a wastewater stripper, a chilled water unit and a clean water sewer and a dirty water sewer, both leading to [...]* central waste water treatment plant.

3. Tessenderlo, comprising:

- (i) Membrane electrolysis cellroom equipment and related chlorine and chlorine by-product assets, including:

- (a) The membrane electrolysis chlorine cellroom with a nominal capacity of [...]*kt, consisting of [...]* electrolysers with [...]* elements each;
- (b) The joint control room for the membrane chlorine cellroom and the mercury chlorine cellroom (the latter cellroom being excluded from the divestment);
- (c) Chlorine treatment facilities;
- (d) Hydrogen treatment facilities;
- (e) Hydrochloric acid production assets;
- (f) Sodium hypochlorite production assets;
- (g) Caustic soda storage facilities of [...]*tonnes adjacent to the [...]*; and
- (h) Sodium chloride loading facilities on the [...]* and the salt slurry pipeline connecting them to Tessenderlo.

- (ii) EDC/VCM plant equipment, including [...]* parallel production lines [...]*, together consisting of:

- (a) [...]* oxychlorination reactors;
- (b) The high temperature direct chlorination reactor;
- (c) [...]* low temperature direct chlorination reactors;
- (d) An EDC distillation train in each production line, each consisting of a heads column, a HiBo column and a vacuum column;
- (e) [...]* EDC cracking furnaces;
- (f) A VCM distillation train in each production line, each consisting of a hydrochloric acid column, a VCM column, a Chloroprene column and a VCM stripper;

- (g) [...]* on-site VCM storage spheres, including [...]* large spheres with a total storage capacity of [...]* tonnes of VCM and [...]* small spheres for rework storage;
 - (h) [...]* rented VCM storage spheres in the port of Antwerp with a total capacity of [...]* tonnes of VCM;
 - (i) EDC storage facilities for [...]* tonnes of EDC;
 - (j) [...]* spheres of [...]*m³ for storage of [...]* hydrochloric acid and one sphere of [...]*m³ for storage of [...]* hydrochloric acid;
 - (k) A waste water stripper;
 - (l) A gas incinerator with scrubber; and
 - (m) An acidic sewer leading to a neutralization pit; a polluted sewer leading to the waste water stripper; and a rainwater sewer.
- (iii) Site services and support infrastructure, including:
- (a) The technical services supporting laboratory;
 - (b) A waste water treatment unit;
 - (c) Roads and piperacks;
 - (d) Office buildings including locker rooms, a guardhouse and medical facilities;
 - (e) A storeroom for spare equipment parts;
 - (f) Emergency services including a fire brigade service;
 - (g) Maintenance workshops;
 - (h) Waste water treatment and off site buffer basins located in [...]*;
 - (i) Utility facilities including a compressed air unit and steam boilers; and
 - (j) At the request of the Purchaser, the [...]* electrical substation.

ANNEX 2: Mazingarbe - Supply Contracts

Table 1: Key Feedstocks

Product / Service	INEOS Entity	Supplier	Brief Description	Term / Termination	Price Setting Mechanism	Restriction on Assignment	Transport to Mazingarbe
PVC additives and process chemicals	INEOS Chlorvinyls ("ICV")	[...]*	Supply of initiators to ICV	[...]*	[...]*	[...]*	[...]*
		[...]*	Supply of process chemicals to ICV	[...]*	[...]*	[...]*	[...]*
		[...]*	Supply of primary suspending agent to ICV	[...]*	[...]*	[...]*	[...]*
		[...]*	Supply of anti-foam product to ICV	[...]*	[...]*	[...]*	[...]*
		[...]*	Supply of various PVC additives to ICV	[...]*	[...]*	[...]*	[...]*
		[...]*	Supply of primary suspending agent to ICV	[...]*	[...]*	[...]*	[...]*
		[...]*	Supply of primary suspending agent to ICV	[...]*	[...]*	[...]*	[...]*

Table 2: Utilities / Site Services

Product / Service	INEOS Entity	Supplier	Brief Description	Term / Termination	Price Setting Mechanism	Restriction on Assignment	Transport to Mazingarbe	Any Other Comments
Electricity	INEOS ChlorVinyls France ("ICV France")	[...]*	Contract for the supply of electricity of [...]*.	[...]*	[...]*	[...]* [...]*	[...]*	
Electricity	ICV France	[...]*	Contract for the supply of electricity and balancing services [...]*.	[...]*	[...]*.	[...]*	[...]*	
Natural gas	ICV France	[...]*	[...]* contract for the supply of natural gas to the Mazingarbe site.	[...].	[...]*	[...]*	[...]*	

Table 3: Land

Product / Service	INEOS Entity	Supplier	Brief Description	Term / Termination	Restriction on Assignment	Comments
Lease	INEOS France	[...]*	Contract for the lease of the land on which Mazingarbe is located	[...]*	[...]*	[...]*

ANNEX 3: Mazingarbe - Customer Contracts**Summary of INEOS' contracts with top 10 customers of commodity S-PVC in respect of Mazingarbe (2012)**

Ranking	Customer¹	Brief Description	Treatment for Divestment
1.	[...]*	[...]*	[...]*
2.	[...]*	[...]*	[...]*
3.	[...]*	[...]*	[...]*
4.	[...]*	[...]*	[...]*
5.	[...]*	[...]*	[...]*
6.	[...]*	[...]*	[...]*
7.	[...]*	[...]*	[...]*
8.	[...]*	[...]*	[...]*
9.	[...]*	[...]*	[...]*
10.	[...]*	[...]*	[...]*

Note: [1] Excluding customers outside the EEA.

ANNEX 4: Beek Geleen - Supply Contracts

Table 1: Key Feedstocks

Product / Service	INEOS Entity	Supplier	Brief Description	Term / Termination	Price Setting Mechanism	Restriction on Assignment	Transport to Beek Geleen
PVC additives and process chemicals	INEOS ChlorVinyls ("ICV")	[...]*	Supply of initiators to ICV	[...]*	[...]*	[...]*	[...]*
		[...]*	Supply of process chemicals to ICV	[...]*	[...]*	[...]*	[...]*
		[...]*	Supply of primary suspending agent to ICV	[...]*	[...]*	[...]*	[...]*
		[...]*	Supply of anti-foam product to ICV	[...]*	[...]*	[...]*	[...]*
		[...]*	Supply of various PVC additives to ICV	[...]*	[...]*	[...]*	[...]*
		[...]*	Supply of primary suspending agent to ICV	[...]*	[...]*	[...]*	[...]*
		[...]*	Supply of primary suspending agent to ICV	[...]*	[...]*	[...]*	[...]*

Table 2: Utilities / Site Services

Product / Service	INEOS Entity	Supplier	Brief Description	Term / Termination	Price Setting Mechanism	Restriction on Assignment	Transport to Beek Geleen	Any Other Comments
Utilities provision and waste handling	INEOS ChlorVinyls Belgium N.V.	[...]*	Provision of utilities by [...]* including the provision of steam, electricity, condensate, nitrogen, compressed air, demineralised water, flocculated water and drinking water; effluent purification; the removal of waste water; the processing of waste water; and the removal of other waste materials.	[...]*	[...]*.	[...]*	[...]*	
Site services	INEOS ChlorVinyls Belgium N.V.	[...]*	Provision of site services, split into mandatory and optional services. Mandatory services comprise: provision of all permanent personnel; and production site related services including porter services, security department, fire brigade, canteen service, lighting of the site, pavements and roads, postal service and telephone system.	[...]*	[...]*	[...]*	[...]*	

Table 3: Land

Product / Service	INEOS Entity	Supplier	Brief Description	Term / Termination	Restriction on Assignment	Comments
Lease	INEOS ChlorVinyls Limburg B.V.	[...]*	Contract for the lease of the land on which Beek Geleen is located and use of the common infrastructure.	[...]*	[...]*	[...]*

ANNEX 5: Beek Geleen - Customer Contracts**Summary of INEOS' contracts with top 10 customers of commodity S-PVC in respect of Beek Geleen (2012)**

Ranking	Customer¹	Brief Description	Treatment for Divestment
1.	[...]*	[...]*	[...]*
2.	[...]*	[...]*	[...]*
3.	[...]*	[...]*	[...]*
4.	[...]*	[...]*	[...]*
5.	[...]*	[...]*	[...]*
6.	[...]*	[...]*	[...]*
7.	[...]*	[...]*	[...]*
8.	[...]*	[...]*	[...]*
9.	[...]*	[...]*	[...]*
10.	[...]*	[...]*	[...]*

Note: [1] Excluding customers outside the EEA.

ANNEX 6: Tessenderlo - Supply Contracts

Table 1: Key Feedstocks

Product / Service	INEOS Entity	Supplier	Brief Description	Term / Termination	Price Setting Mechanism	Restriction on Assignment	Transport to Tessenderlo	Any Other Comments
Ethylene	INEOS ChlorVinyls ("ICV")	[...]*	Contract for the supply of ethylene for EDC/VCM production	[...]*	[...]*	[...]*	[...]*	
Ethylene	ICV	[...]*	Contract for the supply of ethylene for EDC/VCM production	[...]*	[...]*	[...]*	[...]*	
Sodium chloride (salt)	ICV	[...]*	Supply of sodium chloride for electrolysis	[...]*	[...]*	[...]*	[...]*	
Sulphuric acid	ICV	[...]*	Supply of virgin sulphuric acid [...]*	[...]*	[...]*	[...]*	[...]*	[...]*
Hydrochloric acid	ICV	[...]*	Supply of hydrochloric acid [...]*	[...]*	[...]*	[...]*	[...]*	
Nitrogen	ICV	[...]*	Supply of bulk nitrogen	[...]*	[...]*	[...]*	[...]*	[...]*
Nitrogen	ICV	[...]*	Supply of bulk nitrogen	[...]*	[...]*	[...]*	[...]*	[...]*

Table 2: Utilities / Site Services

Product / Service	INEOS Entity	Supplier	Brief Description	Term / Termination	Price Setting Mechanism	Restriction on Assignment	Transport to Tessenderlo	Any Other Comments
Electricity	INEOS ChlorVinyls Belgium	ICV Belgium buys electricity on the wholesale market	Purchase of electricity from a range of suppliers	[...]*	[...]*	(1) [...]* (2) [...]*	[...]*	

Product / Service	INEOS Entity	Supplier	Brief Description	Term / Termination	Price Setting Mechanism	Restriction on Assignment	Transport to Tessenderlo	Any Other Comments
	NV ("ICV Belgium")	from a combination of: (1)[...]* (2) [...]* (3) [...]*	[...]*. ICV Belgium transports the electricity to the Tessenderlo site.			(3) [...]*		
Natural gas	ICV Belgium	[...]*	Supply of natural gas to the Tessenderlo plant [...]*	[...]*	[...]*	[...]*	[...]*	
Waste incineration	ICV Belgium	[...]*	The incineration of chlorinated wastes from VCM and benzylchloride manufacturing.	[...]*	[...]*	[...]*	[...]*	

ANNEX 7: Tessenderlo - Customer Contracts

Table 1: Summary of INEOS' contracts with top 10 customers of caustic soda sold from Tessenderlo (2012)

Ranking	Customer ¹	Brief Description	Treatment for Divestment
1.	[...]*	[...]*	[...]*
2.	[...]*	[...]*	[...]*
3.	[...]*	[...]*	[...]*
4.	[...]*	[...]*	[...]*
5.	[...]*	[...]*	[...]*
6.	[...]*	[...]*	[...]*
7.	[...]*	[...]*	[...]*
8.	[...]*	[...]*	[...]*
9.	[...]*	[...]*	[...]*
10.	[...]*	[...]*	[...]*

Note: [1] Excluding customers outside the EEA.

Table 2: Summary of INEOS' contracts with top 10 customers of sodium hypochlorite sold from Tessenderlo (2012)

Ranking	Customer ¹	Brief Description	Treatment for Divestment
1.	[...]*	[...]*	[...]*
2.	[...]*	[...]*	[...]*
3.	[...]*	[...]*	[...]*
4.	[...]*	[...]*	[...]*
5.	[...]*	[...]*	[...]*
6.	[...]*	[...]*	[...]*
7.	[...]*	[...]*	[...]*
8.	[...]*	[...]*	[...]*
9.	[...]*	[...]*	[...]*
10.	[...]*	[...]*	[...]*

Note: [1] Excluding customers outside the EEA.

ANNEX 8: LVM – Personnel

Table 1
Details of personnel employed at Mazingarbe

Department	Personnel
Site Management	[...]*
Operations	[...]*
Site services	[...]*
Maintenance	[...]*
Technology and engineering	[...]*
HSE	[...]*
HR	[...]*
Finance / IT	[...]*
Apprentices	[...]*
TOTAL	[...]*

Table 2
Details of personnel employed at Beek Geleen

Department	Personnel
Site Management	[...]*
Operations	[...]*
Maintenance	[...]*
Laboratory	[...]*
Technology and engineering	[...]*
Site services	[...]*
HR	[...]*
HSE	[...]*
TOTAL	[...]*

Table 3
Details of personnel employed by LVM
in relation to Tessenderlo

Department	Personnel
Site Management	[...]*
Finance and IT	[...]*
Operations	[...]*
Maintenance	[...]*
Technology and engineering	[...]*
Site services	[...]*
HR	[...]*
HSE	[...]*
Laboratory	[...]*
Sales and customer support	[...]*
Long term sick leave	[...]*
<i>Sub-total employed by Tessenderlo</i>	[...]*
Long-term contractor / agency employees	[...]*
TOTAL	[...]*

Table 4
Details of personnel employed by LVM who provide services to LVM as a whole
(Mazingarbe, Beek Geleen and Tessenderlo)

Department	Personnel
Planning	[...]*
Procurement	[...]*
Sales and customer support	[...]*
Technical services	[...]*
TOTAL	[...]*

Table 5
LVM key personnel

Name	Role	Location
[...]*	[...]*	[...]*
[...]*	[...]*	[...]*
[...]*	[...]*	[...]*
[...]*	[...]*	[...]*
[...]*	[...]*	[...]*
[...]*	[...]*	[...]*

ANNEX 9: Wilhelmshaven – Assets

1. Wilhelmshaven, comprising:
 - (i) VCM plant equipment, including:
 - (a) [...] VCM production lines, each with an oxychlorination reactor;
 - (b) One EDC distillation sequence;
 - (c) One VCM distillation sequence;
 - (d) [...] EDC storage tanks with total capacity of [...] kt; and
 - (e) [...] VCM storage spheres;
 - (ii) S-PVC plant equipment, including:
 - (a) [...] production lines, each with [...] autoclaves, a stripper and a drying section;
 - (b) Storage facilities and [...] silos;
 - (c) Loading facilities for shipments via road, rail and ship; and
 - (d) Bagging facilities; and
 - (iii) Site services including:
 - (a) Loading and unloading facilities on the deep water jetty for raw materials and feedstocks;
 - (b) A boiler house; and
 - (c) A waste water purification unit.

ANNEX 10: Wilhelmshaven – Supply Contracts

Table 4: Key Feedstocks

Product / Service	INEOS Entity	Supplier	Brief Description	Term / Termination	Price Setting Mechanism	Restriction on Assignment	Transport to the plant	Comments
VCM	INEOS ChlorVinyls Ltd. (German principal)	INEOS ChlorVinyls companies (Toll manufacturing agreement)	VCM supply	[...]*	[...]*	[...]*	[...]*	Internal INEOS agreements
EDC	INEOS ChlorVinyls Ltd. (German principal)	(i) INEOS ChlorVinyls companies	EDC supply	[...]*	[...]*	[...]*	[...]*	Internal INEOS ChlorVinyls agreement
		(ii) External suppliers [...]*		[...]*	[...]*	[...]*	[...]*	
Ethylene	INEOS Vinyls Deutschland GmbH	(i) [...]*	Ethylene supply	[...]*	[...]*	[...]*	[...]*	[...]*
		(ii) [...]*		[...]*	[...]*	[...]*	[...]*	
Catalysts, additives, chemicals	(i) INEOS ChlorVinyls entities incl. INEOS Vinyls Deutschland GmbH	[...]*	PVC additives	[...]*	[...]*	[...]*	[...]*	
	(ii) INEOS ChlorVinyls entities incl. INEOS Vinyls Deutschland GmbH	(ii) [...]*	Supply of ECF	[...]*	[...]*	[...]*	[...]*	
	(iii) INEOS ChlorVinyls	(iii) [...]*	Supply of Alcotex products	[...]*	[...]*	[...]*	[...]*	

Product / Service	INEOS Entity	Supplier	Brief Description	Term / Termination	Price Setting Mechanism	Restriction on Assignment	Transport to the plant	Comments
	entities incl. INEOS Vinyls Deutschland GmbH		(granulating agents)					
	(iv) INEOS ChlorVinyls entities incl. INEOS Vinyls Deutschland GmbH	(iv) [...]*	Supply of LPO (initiator)	[...]*	[...]*	[...]*	[...]*	
	(v) INEOS Vinyls Deutschland GmbH	[...]*	Supply of Caustic Soda	[...]*	[...]*	[...]*	[...]*	
Packages	INEOS Vinyls Deutschland GmbH	[...]*	Supply of pallets, bags and other packaging materials	[...]*	[...]*	[...]*	[...]*	[...]*

Table 5: Utilities / Site Services

Product / Service	INEOS Entity	Supplier	Brief Description	Term / Termination	Price Setting Mechanism	Restriction on Assignment	Transport to the plant	Comments
Site services	INEOS Vinyls Deutschland GmbH	[...]*	Engineering and Maintenance Service (Site Main contract)	[...]*	[...]*	[...]*	[...]*	

Product / Service	INEOS Entity	Supplier	Brief Description	Term / Termination	Price Setting Mechanism	Restriction on Assignment	Transport to the plant	Comments
Utilities	INEOS Vinyls Deutschland GmbH	(i) [...]*	Industrial water supply agreement	[...]*	[...]*	[...]*	[...]*	
		(ii) [...]*	Industrial gases supply agreement [...]*	[...]*	[...]*	[...]*	[...]*	
Electricity	INEOS Vinyls Deutschland GmbH	(i) [...]*	Electricity Grid connection agreement	[...]*	[...]*	[...]*	[...]*	
		(ii) [...]*	Electricity Grid usage agreement	[...]*	[...]*	[...]*	[...]*	
		(iii) [...]*	Electricity supply umbrella agreement	Y[...]*	[...]*	[...]*	[...]*	
		(iv) [...]*	Electricity supply agreement [...]*	[...]*	[...]*	[...]*	[...]*	
Natural gas	INEOS Vinyls Deutschland GmbH	[...]*	Natural gas supply agreement	[...]*	[...]*	[...]*	[...]*	
Logistics / transport	INEOS Vinyls Sales GmbH INEOS ChlorVinyls Ltd. (German Principal)	[...]*	Bulk and bag transport of PVC to customers	[...]*	[...]*	[...]*	[...]*	[...]*

Table 6: Land and Infrastructure

Product / Service	INEOS Entity	Supplier	Brief Description	Term / Termination	Restriction on Assignment	Comments
Operation and Maintenance Service of Jetty	(i) INEOS Chlor Atlantik GmbH	(i) [...]*	Agreement for the supply of services regarding the Jetty and the ethylene tanks in Wilhelmshaven (PSA)	[...]*	[...]*	[...]*
Jetty turnover agreement	(ii) INEOS ChlorVinyls Ltd. (German Principal)	(ii) [...]*	Turnover of products and raw materials regarding the Jetty and the ethylene tanks at Wilhelmshaven	[...]*	[...]*	[...]*
Lease of Jetty	(iii) INEOS Chlor Atlantik GmbH	(iii) [...]*	Jetty lease agreement	[...]*	[...]*	[...]*.

ANNEX 11: Wilhelmshaven - Customer Contracts

Summary of INEOS' contracts with top 10 EEA customers of commodity S-PVC in respect of Wilhelmshaven (2012)

Ranking	Customer	Brief Description	Treatment for Divestment
1.	[...]*	[...]*	[...]*
2.	[...]*	[...]*	[...]*
3.	[...]*	[...]*	[...]*
4.	[...]*	[...]*	[...]*
5.	[...]*	[...]*	[...]*
6.	[...]*	[...]*	[...]*
7.	[...]*	[...]*	[...]*
8.	[...]*	[...]*	[...]*
9.	[...]*	[...]*	[...]*
10.	[...]*	[...]*	[...]*

ANNEX 12: Wilhelmshaven – Personnel

Details of personnel employed at Wilhelmshaven

Department	Personnel	Of whom Key Personnel
Management	<ul style="list-style-type: none"> • [...]* • [...]* • [...]* 	<ul style="list-style-type: none"> • [...]*
Operations	<ul style="list-style-type: none"> • [...]* • [...]* • [...]* • [...]* • [...]* • [...]* • [...]* • [...]* • [...]* • [...]* 	<ul style="list-style-type: none"> • [...]* [...]* - [...]* - [...]* [...]* - [...]* [...]* [...]* - [...]* [...]*
Maintenance and Engineering	<ul style="list-style-type: none"> • [...]* • [...]* • [...]* • [...]* • [...]* • [...]* 	<ul style="list-style-type: none"> • [...]* [...]* - [...]* - [...]* - [...]* - [...]* - [...]* - [...]* - [...]* - [...]*
Site services	<ul style="list-style-type: none"> • [...]* • [...]* • [...]* • [...]* • [...]* 	
Sales and customer support	<ul style="list-style-type: none"> • [...]* • [...]* • [...]* • [...]* • [...]* • [...]* 	
Planning and Logistics	<ul style="list-style-type: none"> • [...]* [...]* [...]* 	
Procurement	<ul style="list-style-type: none"> • [...]* • [...]* 	<ul style="list-style-type: none"> • [...]*

Department	Personnel	Of whom Key Personnel
	<ul style="list-style-type: none"> • [...]* • [...]* 	[...]*
HR	<ul style="list-style-type: none"> • [...]* • [...]* • [...]* • [...]* • [...]* • [...]* 	[...]*
Finance /IT	<ul style="list-style-type: none"> • [...]* • [...]* • [...]* • [...]* • [...]* • [...]* • [...]* 	<ul style="list-style-type: none"> ○ [...]* [...]*
HSEQ	<ul style="list-style-type: none"> • [...]* • [...]* • [...]* • [...]* • [...]* • [...]* • [...]* • [...]* • [...]* • [...]* 	<ul style="list-style-type: none"> • [...]*
TOTAL	[...]*	[...]*

ANNEX 13: Runcorn – Assets

1. Runcorn, including:
 - (i) The Runcorn MCP Site, including:
 - (a) [...] chlorine streams, consisting of [...] electrolyzers in each;
 - (b) Water and cooling systems;
 - (c) De-chlorination and scrubbing tower;
 - (d) Brine purification system;
 - (e) Liquid caustic soda evaporation system;
 - (f) Pipelines for the transport of hydrogen, gaseous chlorine and liquid caustic soda out of the Runcorn MCP Site;
 - (g) Sodium hypochlorite plant and loading facilities;
 - (h) [...] hydrochloric acid synthesis columns; and
 - (i) All equipment, pipes and tanks within the boundary of the Runcorn MCP Site; and
 - (ii) The Runcorn EDC Plant, including:
 - (a) EDC reactors;
 - (b) Distillation columns;
 - (c) [...] caustic wash and drying units;
 - (d) [...] EDC storage tanks;
 - (e) Chlorine pipelines from Runcorn MCP Site to Runcorn EDC Plant (to the extent that such pipelines exclusively supply chlorine to the Runcorn EDC Plant);
 - (f) The pipeline within the Runcorn site from the ethylene network to the Runcorn EDC Plant; and
 - (g) All equipment, pipes and tanks within the boundaries of the Runcorn EDC Plant.

ANNEX 14: Runcorn – Supply Contracts

Table 7: Key Feedstocks (Runcorn MCP Site and Runcorn EDC Plant)

Product / Service	INEOS Entity	Supplier	Brief Description	Term / Termination	Price Setting Mechanism	Restriction on Assignment	Transport to the plant	Comments
Electricity	INEOS ChlorVinyls Ltd	[...]*	Frame Agreement for Purchase and Sale of Electricity	[...]*	[...]*	[...]*	[...]*	[...]*.
Electricity/Gas/Emissions	INEOS ChlorVinyls Ltd	[...]*	Frame Agreement for purchase and sale of electricity, gas and emissions	[...]*	[...]*	[...]*	[...]*	[...]*.
Electricity/Gas/Emissions	INEOS ChlorVinyls Ltd	[...]*	Frame Agreement for purchase and sale of electricity, gas and emissions	[...]*	[...]*	[...]*	[...]*	[...]*.
Brine [to be contributed to Thor JV]	INEOS ChlorVinyls Ltd	[...]*	Supply of brine to Runcorn site from [...]*	[...]*	(1) [...]* - [...]* [...]* [...]* [...]*	[...]*	[...]*	
Ethylene	INEOS ChlorVinyls Ltd	[...]*	Supply of ethylene [...]*	[...]*	[...]*	[...]*	[...]*	[...]*

Table 8: Utilities / Site Services

Product / Service	INEOS Entity	Supplier	Brief Description	Term / Termination	Price Setting Mechanism	Restriction on Assignment	Transport to the plant	Comments
Purchase contract for road transport services	INEOS ChlorVinyls Limited	[...]*	Contract to cover road transport from plant to customers	[...]*	[...]*	[...]*	[...]*	[...]*
Purchase contract for bulk liquid shipping	INEOS ChlorVinyls Limited	[...]*	Contract to cover shipping of bulk liquids (CSL and EDC) from UK to North West Europe	[...]* [...]*	[...]*	[...]*	[...]*	[...]*
Purchase contract for chemical storage	INEOS ChlorVinyls Limited	[...]*	Purchase contract for hire of EDC storage tanks	[...]* [...]*	[...]*	[...]*	[...]*	[...]*
Use of the UK ethylene distribution system	INEOS ChlorVinyls Ltd	[...]*	Agreement granting use of system rights [...]*	[...]*. [...]*	[...]*	[...]*	[...]*	[...]*
Membrane cellroom electrolyser refurbishment services	Ineos ChlorVinyls	[...]*	Refurbishment & recoating of membrane electrolysers	[...]*	[...]*	[...]*	[...]*	[...]*
Supply of natural gas	ICV	[...]*	Supply of gas to Runcorn Site [...]*	[...]*	[...]*	[...]*	[...]*	
Compressed air / nitrogen	ICV	[...]*	Agreement for supply of air and nitrogen and oxygen	[...]*	[...]*	[...]*	[...]*	[...]*

ANNEX 15: Runcorn – Customer Contracts

Table 1: Summary of contracts with top 10 customers of caustic soda liquor (2012)

Ranking	Customer ¹	Brief Description	Treatment for Divestment	Turnover
1.	[...]*	[...]*	[...]*	[...]*
2.	[...]*	[...]*	[...]*	[...]*
3.	[...]*	[...]*	[...]*	[...]*
4.	[...]*	[...]*	[...]*	[...]*
5.	[...]*	[...]*	[...]*	[...]*
6.	[...]*	[...]*	[...]*	[...]*
7.	[...]*	[...]*	[...]*	[...]*
8.	[...]*	[...]*	[...]*	[...]*
9.	[...]*	[...]*	[...]*	[...]*
10.	[...]*	[...]*	[...]*	[...]*

Note: [1] Excluding customers outside the EEA.

Table 2: Summary of contracts with top third-party merchant market customers of EDC (2012)

Ranking	Customer¹	Brief Description	Treatment for Divestment	Turnover
1.	[...]*	[...]*	[...]*	[...]*
2.	[...]*	[...]*	[...]*	[...]*
3.	[...]*	[...]*	[...]*	[...]*

ANNEX 16: Runcorn – Personnel

Table 1

Details of personnel employed at the Runcorn membrane chlorine cellroom

Department	Personnel	Of whom Key Personnel
Site Management	[...]*	[...]*
Operations	[...]*	[...]*
TOTAL	[...]*	[...]*

Table 2

Details of personnel employed at the Runcorn EDC plant

Department	Personnel	Of whom Key Personnel
Site Management	[...]*	[...]*
Operations	[...]*	[...]*
TOTAL	[...]*	[...]*

Table 3

Details of Personnel providing site services to the entire Runcorn site (such services to be provided to the Wilhelmshaven / Runcorn Divestment Business under a services agreement)

DEPARTMENT	PERSONNEL	OF WHOM KEY PERSONNEL
Maintenance / Engineering	[...]*	-
Site services	[...]*	-
Sales and customer support	[...]*	- [...]*
Procurement	[...]*	-
HR	[...]*	-
Finance	[...]*	-
HSE	[...]*	-
TOTAL	[...]*	[...]*