

The Parties

1. DSM Limburg B.V., a private limited company incorporated under the laws of the Netherlands, with its registered office at Mijweg 1, 6167 AC Geleen, hereinafter "**DSM Limburg**",

 2. MEP Europe GmbH, a private limited company incorporated under the laws of Germany, with its registered office at Willstätterstraße 30, 40549 Düsseldorf, hereinafter "**MEP**",

 3. The trade unions: FNV Bondgenoten, De Unie, vakbond voor en door professionals, Synergo VHP, Vakbond ABW, CNV Vakmensen, represented in this matter by Mr. M. M. J. Willms, Executive Committee Member De Unie and Mr. J. Barendse, Executive Committee Member Synergo VHP,
- hereinafter the "**Unions**",

DSM Limburg, MEP and the Unions are hereinafter referred to as the "**Parties**" and also individually as a "**Party**",

WHEREAS:

- DSM Engineering Plastics B.V. (hereinafter "**DEP**") has the intention to sell the Polycarbonate business to Mitsubishi Chemical GmbH ("**MCE**"), and both companies are parties of the business swap transfer agreement ("**MBSA**");
- DSM Limburg B.V. seconds the 9 employees working for the Polycarbonate business in the Netherlands to DEP (hereinafter the "**Employees**" as listed in Appendix 1 to this Agreement);
- After "**Closing**" (= Closing as defined in the MBSA) the Employees will be employed by DEP Newco B.V., a newly established 100% subsidiary of DEP;
- The shares of DEP Newco B.V. shall be transferred to MEP on Closing, and MEP intends to rename DEP Newco B.V. to MEP Europe B.V.;



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- DSM Limburg will transfer any and all personnel activities (*personeelsactiviteiten*) related to the deployment of the Employees (the "Personnel Enterprise") to DEP Newco B.V. on the day preceding Closing (the "Effective Date") on the basis of art. 7:662 et seq. Dutch Civil Code;
- As a result of this transfer the Collective Labor Agreement DSM Limburg B.V. (hereinafter: the "CLA Limburg") applicable on the Employees on the Effective date will be transferred as well;
- The CLA Limburg contains provisions specifically related to DSM and/or Koninklijke DSM N.V.;
- These conditions concern the following items:
 - * profit-related bonus;
 - * options scheme;
 - * pensions;
- MEP and the Unions have negotiated new conditions with regard to the aforementioned employment items and have elaborated some arrangements with regard to the transfer;
- Parties wish to lay down the results of the negotiations in a separate Transfer Collective Labor Agreement (hereinafter: "Transfer CLA") in force at least one day before the Effective Date

IT IS AGREED AS FOLLOWS:

1. Term

This Transfer CLA is in force as from May 29, 2010 and will expire on the day the CLA Limburg will expire (December 31 2010) .

However, the conditions laid down in this Agreement shall remain in force also after the expiry of the CLA.

2. Employment

MEP/ MEP Europe BV will focus on growing the Polycarbonate business and strengthen their position in the market, indicated by the fact of the aforementioned

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business swap. The Employees' capability, knowledge and competence are keys in achieving the growth objectives and future performance in the market.

Therefore, MEP / MEP Europe B.V. are fully committed to retain and develop MEP/ MEP Europe B.V. 's Employees and their organization, in line with the business growth. Therefore, MEP/ MEP Europe B.V. will respect the current employment level.

3. Labor Conditions

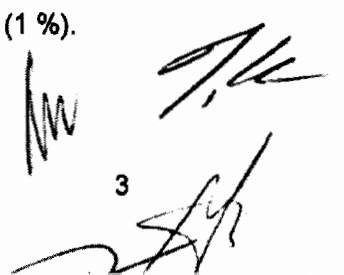
MEP ensures that MEP Europe B.V. will apply and respect the CLA Limburg being effective one day before the Closing of the MBSA, together with the Protocols of the CLA Limburg, with the exception of labor conditions that cannot be transferred and which shall be replaced by comparable conditions.

This Agreement shall be officially registered as a Collective Labor Agreement of DSM Limburg B.V. for the nine transferred Employees (Transfer CLA) and shall prevail in case of divergences between the CLA Limburg and the conditions of this Transfer CLA.

As the CLA Limburg being applicable from June 1, 2009 will expire on december 31, 2010 MEP Europe B.V. shall enter after the Closing Date of the MBSA into discussions with the Unions on an agreement for the Employees replacing the CLA Limburg and becoming effective on January .1.2011. Thereafter, employment issues will be discussed with the Employees on an individual basis.

4. Profit-related bonus and stock option scheme

The current profit-related bonus and the stock option scheme related to DSM Limburg B.V.'s business will not be continued. DSM Limburg B.V.'s existing profit-related bonus and stock option schemes shall be replaced with an exceptional salary increase of 1 % of the fixed salary for the next 2 years, in total 2 %, becoming effective respectively from April 2011 (1 %) and January 2012 (1 %).



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This salary increase shall not be taken into account in the indexation of the pension entitlements.

5. Health insurance

MEP ensures that the current health insurance scheme shall be continued by MEP Europe B.V. until December 31, 2010. MEP Europe B.V. will start consultations with the Unions about the new health insurances becoming effective on January 1.2011 after the Closing Date of the MBSA.

6. Stichting ODS and Stichting FSI

ODS

The ODS facilities that Employees are using at the moment of the Closing Date of the MBSA can be continued. The employer, MEP Europe B.V., will pay the employer's contribution.

FSI

The employer, MEP Europe B.V., will enter into an agreement with FSI ensuring that the facilities under FSI will remain in force for the Employees that are part of the organization of DEP NewCo B.V. upon closing. The employer pays these costs.

7. Pension

MEP ensures that MEP Europe B.V. provides a pension scheme to the Employees being comparable to the PDN (Pensioenfonds DSM Nederland) pension scheme with the following details:

MEP Europe GmbH on behalf of MEP Europe B.V. has entered into consultations with the trade unions about the establishment of a pension scheme for the Employees involved. MEP Europe B.V. will be the one who promises the pension scheme. MEP Europe GmbH ensures that MEP Europe B.V. will make the



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necessary arrangements for the pension scheme. In the following MEP refers to MEP Europe GmbH and/or MEP Europe B.V..

The following agreements about pensions are made on between MEP and the trade unions of DSM.

In principle, the Employees involved can, after the date of Closing, no longer participate in the pension scheme of Pensioenfonds DSM Nederland (hereafter PDN). However, PDN allows the Employees to continue to participate in the PDN scheme for at most one year from the date of Closing, in order to enable MEP to make the necessary arrangements with the insurance company. However, MEP will introduce a new pension plan at the latest at January 1, 2011. The new pension plan will be insured with an insurance company. During the period of participation in PDN until December 31, 2010 the pension scheme of PDN, the employee's contribution and the employer contribution to the scheme will be the same as in the DSM situation at the date of Closing.

Pension accrual

The new pension scheme is an insured pension plan, which does not result in any obligation or liability on the annual account of MEP (a so-called IFRS proof pension scheme).

The retirement age in the pension scheme is 65.

In case of early retirement in the MEP pension scheme the accrued benefits will be actuarial recalculated.

The new pension scheme is an average pay plan, with an annual retirement benefit accrual of 2.25% per year of the pensionable base. The pensionable base is the pensionable salary minus a deductible (the so-called "franchise"). In the pension plan of MEP the pensionable salary is the 14 times the fixed monthly salary. The deductible is the fiscal minimum, for 2010: € 12.673.

The spouse's benefit will be 70% of the retirement benefit accrued until retirement age in the pension scheme of MEP. The temporary spouse's benefits accrued in the pension scheme is 20% of the spouse's benefit and will be paid to the spouse till he/she reaches the age of 65.

The benefit for the orphan is 14% of the retirement benefit accrued in the pension scheme of MEP. The orphan only receives the benefit until he/she reaches the age of 18 or in case of study reaches the age of 27.

Besides the spouse's benefit also the benefit shortfall under the Dutch Surviving Relatives Act (the so-called "ANW-hiaat") will be insured with an insurance company.

The pension scheme includes the waiver of premium in case of disability. The waiver of premium is based on six classes. A top hat disability pension for Employees who earn more than the social insurance salary level (2009: € 48.715) of 70% of the wage above the social insurance salary level is included in the pension scheme.

The temporary spouse's and disability benefits are financed through risk premiums.

Employee's contribution

The employee's contribution to the pension plan will be 4.0% of the pensionable base (pensionable salary minus "franchise").

Indexation

The accrued retirement benefits in the pension plan of MEP will annually be indexed. The indexation is conditional. The ambition of the indexation level is the general wage inflation of MEP, but the actual indexation level depends on the means of the indexation fund. This indexation fund is created at the start of the new pension plan and is part of the insurance contract. At the start of the plan, an amount of € 40.000 will be deposited by MEP in the indexation fund. Besides this first payment MEP has no obligation of additional payments for the indexation fund or for indexation in future years. The return on investments is added to the indexation fund. On the other hand the indexation fund is reduced by the payments for the indexation.

"Versleeprechten"

In 2006 DSM agreed on transitional arrangements for early retirement, the so-called Versleeprechten. According to the transitional arrangements DSM pays

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annually till 2021 to PDN to finance these benefits. The benefits will be awarded and financed by DSM till the end of the participation in the PDN pension plan. At the start of the participation in the pension plan of MEP the outstanding amount will be awarded by MEP. This outstanding amount will be at the start of participation in the pension plan of MEP be fully funded in PDN.

Transfer of accrued benefits

It is the understanding of MEP and the trade unions that the accrued pension benefits will not be transferred to MEP's new pension plan, but will remain with PDN and will be indexed in line with PDN pension arrangement.

8. Leave - and EVT entitlements

Any remaining leave - and EVT entitlements that Employees may have one day before the closing date of the MBSA will transfer in whole.

9. Salary increase

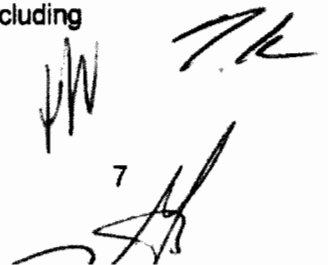
MEP ensures that salary increases shall be determined and reviewed by MEP Europe B.V. on a yearly basis, for the first time April 2011, based upon reputable parameters, such as primarily Consumer Price Index (consumenten prijs index) in the Netherlands published by the CBS (average of the previous calendar year).

10. Miscellaneous

All conditions laid down in this Agreement shall be only applicable for the nine Dutch Employees involved in the above mentioned transaction and shall become binding on MEP/MEP Europe B.V. and the Employees on the Date of Closing of the MBSA/ transfer of NEWCO's shares to MEP.

This Agreement is concluded on the condition that the MBSA becomes effective and is executed.

In order to be valid, supplements and amendments to this Agreement, including this provision, must be made in writing.



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If any provision, of this Agreement is or becomes invalid, this shall not affect the validity of the remaining provisions of the Agreement.

This Agreement is made on the express condition that all words, terms and expressions used herein shall be construed and interpreted in accordance with the laws of the Netherlands excluding the Rules of Conflict of Laws.

Agreed upon on February 22, 2010 and drawn up in 7 copies and signed by:

DSM Limburg B.V.

FNV Bondgenoten
De Unie, vakbond voor en door
professionals
Synergo VHP,
Vakbond ABW,
CNV Vakmensen,
on behalf of the trade unions.

.....
/ /
J.L. Schneiders
Director

M. M. J. Wilms
Union Representative De Unie

Handwritten signature: J.A.M. Verbeke

MEP Europe GmbH

and

.....
Takatoshi Kitahara
President

.....
J. Barendse
Union Representative Synergo VHP

Handwritten signatures: J.B. and J.K.

Appendix 1

Name:

Hans Guns
Edwin van Hartingsveld
Bert Gebbing
Hans Wilderbeek
Martin Bos
Bernard Schrauwen
Hans Higler
Francis van Vehmendahl
Roy Ortman

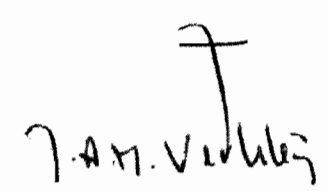
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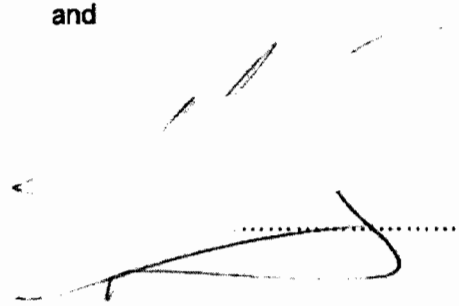

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J.L. Schneiders
Director

M. M. J. Willms
Union Representative De Unie



MEP Europe GmbH

and



Takatoshi Kitahara
President

J. Barendse
Union Representative Synergo VHP

