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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----	X
	:
	: Chapter 11
	:
IN RE:	: Case No. 10-12308 (MG)
	:
ALMATIS B.V., <i>et al.</i> ,	: Jointly Administered
	:
Debtors.	:
	:
-----	X

**FIRST AMENDED JOINT PLAN OF REORGANIZATION FOR THE
DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

Dated: New York, New York
August 6, 2010

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INTRODUCTION

Almatis B.V., DIC Almatis Holdco B.V., DIC Almatis Midco B.V., DIC Almatis Bidco B.V., Almatis Holdings 3 B.V., Almatis Holdings 9 B.V., Almatis Holdings 7 B.V., Almatis US Holding, Inc., Almatis, Inc., Almatis Asset Holdings LLC, Blitz F07-neunhundert-sechzig-drei GmbH, Almatis Holdings GmbH, and Almatis GmbH, as debtors and debtors in possession (collectively, the “**Debtors**”), respectfully propose the following First Amended Joint Plan of Reorganization pursuant to section 1121(a) of the Bankruptcy Code for the resolution of outstanding Claims against and Interests in each of the Debtors (the “**Plan**”). The Plan amends and supersedes in all respects the Debtors’ Joint Plan of Reorganization Dated April 23, 2010.

Reference is made to the Disclosure Statement with respect to the Plan, distributed contemporaneously herewith, for a discussion of the Debtors’ history, businesses, properties, operations, risk factors, a summary and analysis of the Plan, and certain related matters. Subject to the restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, the Debtors respectfully reserve the right to alter, amend, modify, revoke, or withdraw the Plan in the manner set forth herein prior to consummation of the Plan. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

THIS PLAN SHOULD BE CONSIDERED ONLY IN CONJUNCTION WITH THE DISCLOSURE STATEMENT AND RELATED MATERIALS TRANSMITTED THEREWITH. THE DISCLOSURE STATEMENT IS INTENDED TO PROVIDE YOU WITH THE INFORMATION THAT YOU NEED TO MAKE AN INFORMED JUDGMENT WHETHER TO ACCEPT OR REJECT THE PLAN.

I.

DEFINED TERMS, RULES OF INTERPRETATION, AND COMPUTATION OF TIME

1.1. Definitions. □ As used in the Plan, capitalized terms not otherwise defined herein shall have the meanings specified in Appendix A. Unless the context otherwise requires, any capitalized term used and not defined in the Plan, but that is defined in the Bankruptcy Code, shall have the meaning assigned to that term in the Bankruptcy Code.

1.2. Rules of Construction. □ For purposes of the Plan, unless otherwise provided herein: (i) any reference in the Plan to a contract, instrument, release, indenture, or other agreement, whether existing or contemplated, or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, (ii) unless otherwise specified, all references in the Plan to the Introduction, Articles, Sections, and Exhibits are references to the Introduction, Articles, Sections, and Exhibits of or to the Plan, as the same may be amended, waived, or modified from time to time, (iii) captions and headings to Articles and Sections are intended for convenience of reference only and are not intended to be part of or to affect interpretation of the Plan, (iv) the words “herein,” “hereof,” “hereunder,” “hereto,” and other words of similar import refer to the Plan in its entirety rather than to a particular portion of the Plan, (v) whenever it appears appropriate from the context, each pronoun stated in the masculine, feminine, or neuter

includes the masculine, feminine, and neuter, and (vi) the rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply.

1.3. Computation of Time. □ In computing time prescribed or allowed by the Plan, unless otherwise expressly provided, Bankruptcy Rule 9006(a) shall apply.

II.

TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS, PRIORITY TAX CLAIMS AND PROFESSIONAL COMPENSATION CLAIMS AGAINST THE DEBTORS

2.1. Administrative Expense Claims. □ On the later of (i) the Effective Date or (ii) if an Administrative Expense Claim is not Allowed as of the Effective Date, 30 days after the date on which such Administrative Expense Claim becomes Allowed, the Debtors shall either (x) pay to each Holder of an Allowed Administrative Expense Claim, in Cash, the full amount of such Allowed Administrative Expense Claim, or (y) satisfy and discharge such Administrative Expense Claim in accordance with such other terms that the Debtors and such Holder shall have agreed upon; *provided, however*, that such agreed-upon treatment shall not be more favorable than the treatment provided in clause (x). Other than with respect to Professional Compensation Claims and Cure Claims, notwithstanding anything in the Plan to the contrary, if an Administrative Expense Claim arises (i) based on liabilities incurred in, or to be paid in, the ordinary course of business during the Postpetition Period or (ii) pursuant to an Executory Contract or Unexpired Lease, the Holder of such Administrative Expense Claim shall be paid in Cash by the applicable Debtor (or after the Effective Date, by the applicable Reorganized Debtor) pursuant to the terms and conditions of the particular transaction and/or agreement giving rise to such Administrative Expense Claim without the need or requirement for the Holder of such Administrative Expense Claim to file a motion, application, claim or request for allowance or payment of an Administrative Expense Claim with the Bankruptcy Court.

2.2. Professional Compensation Claims. □ Notwithstanding any other provision of the Plan dealing with Administrative Expense Claims, any Person asserting a Professional Compensation Claim shall, no later than 30 days after the Confirmation Date, file a final application for allowance of compensation for services rendered and reimbursement of expenses incurred through the Confirmation Date. To the extent that such an application is granted by the Bankruptcy Court, the requesting Person shall receive: (i) payment of Cash in an amount equal to the amount Allowed by the Bankruptcy Court less all interim compensation paid to such Professional during the Chapter 11 Cases, such payment to be made within the later of (a) the Effective Date or (b) five Business Days after the order granting such Person's final fee application becomes a Final Order; or (ii) payment on such other terms as may be mutually agreed upon by the Holder of the Professional Compensation Claim and the Reorganized Debtors (but in no event shall the payment exceed the amount Allowed by the Bankruptcy Court less all interim compensation paid to such Professional during the Chapter 11 Cases). All Professional Compensation Claims for services rendered after the Confirmation Date shall be paid by the Reorganized Debtors (or the Debtors prior to the Effective Date) upon receipt of an invoice therefor, or on such other terms as the Reorganized Debtors (or the Debtors prior to the Effective Date) and the Professional may agree, without the requirement of any order of the Bankruptcy Court.

2.3. Priority Tax Claims. Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code, or at the Debtors' election upon notice to the Holder of an Allowed Priority Tax Claim no later than five days before the Confirmation Objection Deadline, in accordance with the terms set forth in section 1129(a)(9)(A) or 1129(a)(9)(B) of the Bankruptcy Code.

2.4. U.S. Trustee Fees. U.S. Trustee Fees incurred prior to the Effective Date shall be paid on the Distribution Date in accordance with the applicable schedule for payment of such fees. Until each of the Chapter 11 Cases is closed by entry of a final decree of the Bankruptcy Court, any additional U.S. Trustee Fees shall be paid by the Reorganized Debtors.

III.

CLASSIFICATION OF CLAIMS AGAINST AND INTERESTS IN DEBTORS

3.1. Classification of Claims. Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims against and Interests in the Debtors. A Claim or Interest is placed in a particular Class for the purposes of voting on the Plan and receiving Distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been paid, released, withdrawn, or otherwise settled prior to the Effective Date. The fact that a particular Class of Claims is designated for a Debtor does not necessarily mean there are any Allowed Claims in such Class against such Debtor. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims of the kinds specified in sections 507(a)(2) and 507(a)(8), respectively, of the Bankruptcy Code have not been classified and their treatment is set forth in Article II.

The Plan constitutes a separate chapter 11 subplan for each of the Debtors. Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims against and Interests in the Debtors.

3.2. Classes. The Claims against and Interests in the Debtors are classified as follows:

3.2.1. Classes 1(a)-(m): Other Priority Claims.

Class	Claims and Interests	Status	Voting Rights
Class 1(a)	Other Priority Claims against DIC Almatris Holdco B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 1(b)	Other Priority Claims against DIC Almatris Midco B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 1(c)	Other Priority Claims against DIC Almatris Bidco B.V.	Unimpaired	Not entitled to vote (Presumed to accept)

Class 1(d)	Other Priority Claims against Almatris Holdings 3 B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 1(e)	Other Priority Claims against Almatris Holdings 9 B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 1(f)	Other Priority Claims against Almatris B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 1(g)	Other Priority Claims against Almatris Holdings 7 B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 1(h)	Other Priority Claims against Almatris US Holding, Inc.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 1(i)	Other Priority Claims against Almatris, Inc.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 1(j)	Other Priority Claims against Almatris Asset Holdings, LLC	Unimpaired	Not entitled to vote (Presumed to accept)
Class 1(k)	Other Priority Claims against Blitz F07-neunhundert-sechzig-drei GmbH	Unimpaired	Not entitled to vote (Presumed to accept)
Class 1(l)	Other Priority Claims against Almatris Holdings GmbH	Unimpaired	Not entitled to vote (Presumed to accept)
Class 1(m)	Other Priority Claims against Almatris GmbH	Unimpaired	Not entitled to vote (Presumed to accept)

3.2.2. Classes 2(c)-(m): Senior Lender Claims.

Class	Claims and Interests	Status	Voting Rights
Class 2(c)	Senior Lender Claims against DIC Almatris Bidco B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 2(d)	Senior Lender Claims against Almatris Holdings 3 B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 2(e)	Senior Lender Claims against Almatris Holdings 9 B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 2(f)	Senior Lender Claims against Almatris B.V.	Unimpaired	Not entitled to vote (Presumed to accept)

Class 2(g)	Senior Lender Claims against Almatis Holdings 7 B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 2(h)	Senior Lender Claims against Almatis US Holding, Inc.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 2(i)	Senior Lender Claims against Almatis, Inc.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 2(j)	Senior Lender Claims against Almatis Asset Holdings, LLC	Unimpaired	Not entitled to vote (Presumed to accept)
Class 2(k)	Senior Lender Claims against Blitz F07-neunhundert-sechzig-drei GmbH	Unimpaired	Not entitled to vote (Presumed to accept)
Class 2(l)	Senior Lender Claims against Almatis Holdings GmbH	Unimpaired	Not entitled to vote (Presumed to accept)
Class 2(m)	Senior Lender Claims against Almatis GmbH	Unimpaired	Not entitled to vote (Presumed to accept)

3.2.3. Classes 3(c)-(m): Second Lien Claims.

Class	Claims and Interests	Status	Voting Rights
Class 3(c)	Second Lien Claims against DIC Almatis Bidco B.V.	Impaired	Entitled to vote
Class 3(d)	Second Lien Claims against Almatis Holdings 3 B.V.	Impaired	Entitled to vote
Class 3(e)	Second Lien Claims against Almatis Holdings 9 B.V.	Impaired	Entitled to vote
Class 3(f)	Second Lien Claims against Almatis B.V.	Impaired	Entitled to vote
Class 3(g)	Second Lien Claims against Almatis Holdings 7 B.V.	Impaired	Entitled to vote
Class 3(h)	Second Lien Claims against Almatis US Holding, Inc.	Impaired	Entitled to vote
Class 3(i)	Second Lien Claims against Almatis, Inc.	Impaired	Entitled to vote

Class 3(j)	Second Lien Claims against Almatris Asset Holdings, LLC	Impaired	Entitled to vote
Class 3(k)	Second Lien Claims against Blitz F07-neunhundert-sechzig-drei GmbH	Impaired	Entitled to vote
Class 3(l)	Second Lien Claims against Almatris Holdings GmbH	Impaired	Entitled to vote
Class 3(m)	Second Lien Claims against Almatris GmbH	Impaired	Entitled to vote

3.2.4. Classes 4(c)-(m): Mezzanine Claims.

Class	Claims and Interests	Status	Voting Rights
Class 4(c)	Mezzanine Claims against DIC Almatris Bidco B.V.	Impaired	Entitled to vote
Class 4(d)	Mezzanine Claims against Almatris Holdings 3 B.V.	Impaired	Entitled to vote
Class 4(e)	Mezzanine Claims against Almatris Holdings 9 B.V.	Impaired	Entitled to vote
Class 4(f)	Mezzanine Claims against Almatris B.V.	Impaired	Entitled to vote
Class 4(g)	Mezzanine Claims against Almatris Holdings 7 B.V.	Impaired	Entitled to vote
Class 4(h)	Mezzanine Claims against Almatris US Holding, Inc.	Impaired	Entitled to vote
Class 4(i)	Mezzanine Claims against Almatris, Inc.	Impaired	Entitled to vote
Class 4(j)	Mezzanine Claims against Almatris Asset Holdings, LLC	Impaired	Entitled to vote
Class 4(k)	Mezzanine Claims against Blitz F07-neunhundert-sechzig-drei GmbH	Impaired	Entitled to vote
Class 4(l)	Mezzanine Claims against Almatris Holdings GmbH	Impaired	Entitled to vote

Class 4(m)	Mezzanine Claims against Almatiss GmbH	Impaired	Entitled to vote
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3.2.5. Classes 5(b)-(f): Junior Mezzanine Claims.

Class	Claims and Interests	Status	Voting Rights
Class 5(b)	Junior Mezzanine Claims against DIC Almatiss Midco B.V.	Impaired	Entitled to vote
Class 5(c)	Junior Mezzanine Claims against DIC Almatiss Bidco B.V.	Impaired	Entitled to vote
Class 5(d)	Junior Mezzanine Claims against Almatiss Holdings 3 B.V.	Impaired	Entitled to vote
Class 5(e)	Junior Mezzanine Claims against Almatiss Holdings 9 B.V.	Impaired	Entitled to vote
Class 5(f)	Junior Mezzanine Claims against Almatiss B.V.	Impaired	Entitled to vote

3.2.6. Classes 6(a)-(m): Other Secured Claims.

Class	Claims and Interests	Status	Voting Rights
Class 6(a)	Other Secured Claims against DIC Almatiss Holdco B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 6(b)	Other Secured Claims against DIC Almatiss Midco B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 6(c)	Other Secured Claims against DIC Almatiss Bidco B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 6(d)	Other Secured Claims against Almatiss Holdings 3 B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 6(e)	Other Secured Claims against Almatiss Holdings 9 B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 6(f)	Other Secured Claims against Almatiss B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 6(g)	Other Secured Claims against Almatiss Holdings 7 B.V.	Unimpaired	Not entitled to vote (Presumed to accept)

Class 6(h)	Other Secured Claims against Almatris US Holding, Inc.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 6(i)	Other Secured Claims against Almatris, Inc.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 6(j)	Other Secured Claims against Almatris Asset Holdings, LLC	Unimpaired	Not entitled to vote (Presumed to accept)
Class 6(k)	Other Secured Claims against Blitz F07-neunhundert-sechzig-drei GmbH	Unimpaired	Not entitled to vote (Presumed to accept)
Class 6(l)	Other Secured Claims against Almatris Holdings GmbH	Unimpaired	Not entitled to vote (Presumed to accept)
Class 6(m)	Other Secured Claims against Almatris GmbH	Unimpaired	Not entitled to vote (Presumed to accept)

3.2.7. Classes 7(a)-(m): General Unsecured Claims.

Class	Claims and Interests	Status	Voting Rights
Class 7(a)	General Unsecured Claims against DIC Almatris Holdco B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 7(b)	General Unsecured Claims against DIC Almatris Midco B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 7(c)	General Unsecured Claims against DIC Almatris Bidco B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 7(d)	General Unsecured Claims against Almatris Holdings 3 B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 7(e)	General Unsecured Claims against Almatris Holdings 9 B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 7(f)	General Unsecured Claims against Almatris B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 7(g)	General Unsecured Claims against Almatris Holdings 7 B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 7(h)	General Unsecured Claims against Almatris US Holding, Inc.	Unimpaired	Not entitled to vote (Presumed to accept)

Class 7(i)	General Unsecured Claims against Almatís, Inc.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 7(j)	General Unsecured Claims against Almatís Asset Holdings, LLC	Unimpaired	Not entitled to vote (Presumed to accept)
Class 7(k)	General Unsecured Claims against Blitz F07-neunhundert-sechzig-drei GmbH	Unimpaired	Not entitled to vote (Presumed to accept)
Class 7(l)	General Unsecured Claims against Almatís Holdings GmbH	Unimpaired	Not entitled to vote (Presumed to accept)
Class 7(m)	General Unsecured Claims against Almatís GmbH	Unimpaired	Not entitled to vote (Presumed to accept)

3.2.8. Classes 8(a)-(m): Intercompany Claims.

Class	Claims and Interests	Status	Voting Rights
Class 8(a)	Intercompany Claims against DIC Almatís Holdco B.V.	Impaired	Entitled to vote
Class 8(b)	Intercompany Claims against DIC Almatís Midco B.V.	Impaired	Entitled to vote
Class 8(c)	Intercompany Claims against DIC Almatís Bidco B.V.	Impaired	Entitled to vote
Class 8(d)	Intercompany Claims against Almatís Holdings 3 B.V.	Impaired	Entitled to vote
Class 8(e)	Intercompany Claims against Almatís Holdings 9 B.V.	Impaired	Entitled to vote
Class 8(f)	Intercompany Claims against Almatís B.V.	Impaired	Entitled to vote
Class 8(g)	Intercompany Claims against Almatís Holdings 7 B.V.	Impaired	Entitled to vote
Class 8(h)	Intercompany Claims against Almatís US Holding, Inc.	Impaired	Entitled to vote
Class 8(i)	Intercompany Claims against Almatís, Inc.	Impaired	Entitled to vote

Class 8(j)	Intercompany Claims against Almatis Asset Holdings, LLC	Impaired	Entitled to vote
Class 8(k)	Intercompany Claims against Blitz F07-neunhundert-sechzig-drei GmbH	Impaired	Entitled to vote
Class 8(l)	Intercompany Claims against Almatis Holdings GmbH	Impaired	Entitled to vote
Class 8(m)	Intercompany Claims against Almatis GmbH	Impaired	Entitled to vote

3.2.9. Classes 9(a)-(m): Subordinated Claims.

Class	Claims and Interests	Status	Voting Rights
Class 9(a)	Subordinated Claims against DIC Almatis Holdco B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 9(b)	Subordinated Claims against DIC Almatis Bidco B.V.	Impaired	Not entitled to vote (Deemed to reject)
Class 9(c)	Subordinated Claims against DIC Almatis Bidco B.V.	Impaired	Not entitled to vote (Deemed to reject)
Class 9(d)	Subordinated Claims against Almatis Holdings 3 B.V.	Impaired	Not entitled to vote (Deemed to reject)
Class 9(e)	Subordinated Claims against Almatis Holdings 9 B.V.	Impaired	Not entitled to vote (Deemed to reject)
Class 9(f)	Subordinated Claims against Almatis B.V.	Impaired	Not entitled to vote (Deemed to reject)
Class 9(g)	Subordinated Claims against Almatis Holdings 7 B.V.	Impaired	Not entitled to vote (Deemed to reject)
Class 9(h)	Subordinated Claims against Almatis US Holding, Inc.	Impaired	Not entitled to vote (Deemed to reject)
Class 9(i)	Subordinated Claims against Almatis, Inc.	Impaired	Not entitled to vote (Deemed to reject)
Class 9(j)	Subordinated Claims against Almatis Asset Holdings, LLC	Impaired	Not entitled to vote (Deemed to reject)

Class 9(k)	Subordinated Claims against Blitz F07-neunhundert-sechzig-drei GmbH	Impaired	Not entitled to vote (Deemed to reject)
Class 9(l)	Subordinated Claims against Almatris Holdings GmbH	Impaired	Not entitled to vote (Deemed to reject)
Class 9(m)	Subordinated Claims against Almatris GmbH	Impaired	Not entitled to vote (Deemed to reject)

3.2.10. Classes 10(a)-(m): Interests.

Class	Claims and Interests	Status	Voting Rights
Class 10(a)	Interests in DIC Almatris Holdco B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 10(b)	Intercompany Interests in DIC Almatris Midco B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 10(c)	Intercompany Interests in DIC Almatris Bidco B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 10(d)	Intercompany Interests in Almatris Holdings 3 B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 10(e)	Intercompany Interests in Almatris Holdings 9 B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 10(f)	Intercompany Interests in Almatris B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 10(g)	Intercompany Interests in Almatris Holdings 7 B.V.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 10(h)	Intercompany Interests in Almatris US Holding, Inc.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 10(i)	Intercompany Interests in Almatris, Inc.	Unimpaired	Not entitled to vote (Presumed to accept)
Class 10(j)	Intercompany Interests in Almatris Asset Holdings, LLC	Unimpaired	Not entitled to vote (Presumed to accept)
Class 10(k)	Intercompany Interests in Blitz F07-neunhundert-sechzig-drei GmbH	Unimpaired	Not entitled to vote (Presumed to accept)

Class 10(l)	Intercompany Interests in Almatiss Holdings GmbH	Unimpaired	Not entitled to vote (Presumed to accept)
Class 10(m)	Intercompany Interests in Almatiss GmbH	Unimpaired	Not entitled to vote (Presumed to accept)

3.3. Effect of Non-Voting; Modifications. □ At the Confirmation Hearing, the Debtors will seek a ruling that if no Holder of a Claim or Interest eligible to vote in a particular Class timely votes to accept or reject the Plan, the Plan will be deemed accepted by the Holders of such Claims or Interests in such Class for the purposes of section 1129(b) of the Bankruptcy Code. Subject to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, the Debtors reserve the right to modify the Plan to the extent that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, *provided*, such modifications are consistent with Section 12.5 below.

IV.

TREATMENT OF CLAIMS AND INTERESTS AND DESIGNATION WITH RESPECT TO IMPAIRMENT

4.1. Treatment of Classes 1(a)-(m): Other Priority Claims.

4.1.1. Impairment and Voting. □ Classes 1(a)-(m) are Unimpaired by the Plan. Each Holder of an Allowed Other Priority Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

4.1.2. Treatment. □ On the Distribution Date, each Holder of an Allowed Other Priority Claim shall receive in full satisfaction, release, and discharge of and in exchange for such Claim: (i) payment of Cash in an amount equal to the unpaid portion of such Allowed Other Priority Claim, or (ii) such other treatment that the Debtors and such Holder shall have agreed upon in writing; *provided, however*, that such agreed-upon treatment shall not be more favorable than the treatment provided in clause (i).

4.2. Treatment of Classes 2(c)-(m): Senior Lender Claims.

4.2.1. Impairment and Voting. □ Classes 2(c)-(m) are Unimpaired by the Plan. Each Holder of an Allowed Senior Lender Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

4.2.2. Treatment. □ On the Distribution Date, the Senior Agent shall receive, on behalf of each Holder of an Allowed Senior Lender Claim as of the Distribution Record Date, in full satisfaction, release, and discharge of such Holder's Senior Lender Claim and in accordance with the provisions of the Senior Credit Facility, Cash in an amount equal to the amount of each such Holder's Allowed Senior Lender Claim. The payments with respect to Allowed Senior Lender Claims shall be made in the currency in which such Claims are denominated under the applicable agreements related thereto.

4.3. Treatment of Classes 3(c)-(m): Second Lien Claims.

4.3.1. Impairment and Voting. □ Classes 3(c)-(m) are Impaired by the Plan. Each Holder of an Allowed Second Lien Claim as of the Record Date is entitled to vote to accept or reject the Plan.

4.3.2. Treatment. □ On the Distribution Date, each Holder of an Allowed Second Lien Claim as of the Distribution Record Date shall, in exchange for transferring such Allowed Second Lien Claim to Almatris Topco 2 and in compliance with the Class 3 Distribution Procedures, receive its Pro Rata Share of the Class 3 Distribution.

4.4. Treatment of Classes 4(c)-(m): Mezzanine Claims.

4.4.1. Impairment and Voting. □ Classes 4(c)-(m) are Impaired by the Plan. Each Holder of an Allowed Mezzanine Claim as of the Record Date is entitled to vote to accept or reject the Plan.

4.4.2. Treatment. □ On the Distribution Date, each Holder of an Allowed Mezzanine Claim as of the Distribution Record Date shall, in exchange for transferring such Allowed Mezzanine Claim to Almatris Topco 1 and in compliance with the Classes 4 and 5 Distribution Procedures, receive its Pro Rata Share of the Class 4 Distribution.

4.5. Treatment of Classes 5(b)-(f): Junior Mezzanine Claims.

4.5.1. Impairment and Voting. □ Classes 5(b)-(f) are Impaired by the Plan. Each Holder of an Allowed Junior Mezzanine Claim as of the Record Date is entitled to vote to accept or reject the Plan.

4.5.2. Treatment. □ On the Distribution Date, each Holder of an Allowed Junior Mezzanine Claim as of the Distribution Record Date shall, in exchange for transferring such Allowed Junior Mezzanine Claim to Almatris Topco 1 and in compliance with the Classes 4 and 5 Distribution Procedures, receive its Pro Rata Share of the Class 5 Distribution.

4.6. Treatment of Classes 6(a)-(m) – Other Secured Claims.

4.6.1. Impairment and Voting. □ Classes 6(a)-(m) are Unimpaired by the Plan. Each Holder of an Allowed Other Secured Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

4.6.2. Treatment. □ Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each Allowed Other Secured Claim shall be Reinstated or otherwise rendered Unimpaired.

4.7. Treatment of Classes 7(a)-(m): General Unsecured Claims.

4.7.1. Impairment and Voting. ☐ Classes 7(a)-(m) are Unimpaired by the Plan. Each Holder of an Allowed General Unsecured Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

4.7.2. Treatment of Classes 7(a)-7(m). ☐ Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to a less favorable treatment or has been paid prior to the Effective Date, each Allowed General Unsecured Claim in Classes 7(a)-7(m) shall, in the discretion of the applicable Debtor, be Reinstated, paid in full, or otherwise rendered Unimpaired and the applicable Reorganized Debtors shall remain liable for the Allowed General Unsecured Claim until paid in full. Without limiting the generality of the foregoing, if an Allowed General Unsecured Claim arises (i) based on liabilities incurred in, or to be paid in, the ordinary course of business or (ii) pursuant to an Executory Contract or Unexpired Lease, the Holder of such Allowed General Unsecured Claim shall be paid in Cash by the applicable Debtor (or, after the Effective Date, by the applicable Reorganized Debtor) pursuant to the terms and conditions of the particular transaction and/or agreement giving rise to such Allowed General Unsecured Claim. The Debtors reserve their rights to dispute in the Bankruptcy Court or any other court with jurisdiction the validity or amount of any General Unsecured Claim at any time prior to or after the Claims Objection Bar Date.

4.8. Treatment of Classes 8(a)-(m): Intercompany Claims.

4.8.1. Impairment and Voting. ☐ Classes 8(a)-(m) are Impaired by the Plan. Each Holder of an Allowed Intercompany Claim in Classes 8(a)-(m) is entitled to vote to accept or reject the Plan.

4.8.2. Treatment. ☐ Intercompany Claims in Classes 8(a)-(m) will be Reinstated as of the Effective Date, except as provided in the Implementation Memorandum.

4.9. Treatment of Classes 9(a)-(m): Subordinated Claims.

4.9.1. Impairment and Voting. ☐

4.9.1.1. **Class 9(a).** ☐ Class 9(a) is Unimpaired by the Plan. Each Holder of a Subordinated Claim in Class 9(a) is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

4.9.1.2. **Classes 9(b)-(m).** ☐ Classes 9(b)-(m) are Impaired by the Plan. Each Holder of an Allowed Subordinated Claim in Classes 9(b)-(m) is deemed to have rejected the Plan and is not entitled to vote to accept or reject the Plan.

4.9.2. Treatment. ☐

4.9.2.1. **Class 9(a).** ☐ Except to the extent that a Holder of an Allowed Subordinated Claim in Class 9(a) agrees to a less favorable treatment or has been paid prior to the Effective Date, each Allowed Subordinated Claim in Class 9(a) shall be Reinstated, paid in full, or otherwise rendered Unimpaired and DIC Almatix Holdco B.V. shall remain liable for such Allowed Subordinated Claim.

4.9.2.2. **Classes 9(b)-(m).** □ Each Allowed Subordinated Claim in Classes 9(b)-(m) shall be cancelled and discharged and the Holder of such Allowed Subordinated Claim shall not receive any distribution under the Plan.

4.10. Treatment of Classes 10(a)-(m): Interests.

4.10.1. Impairment and Voting. □ Classes 10(a)-(m) are Unimpaired by the Plan. Each Holder of an Interest in Classes 10(a)-(m) is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

4.10.2. Treatment.

4.10.2.1. **Class 10(a).** □ In exchange for a payment of €1.00, the Holder of the Class 10(a) Interests has agreed and will transfer such Interests to Almatris Topco 2 on the Effective Date in accordance with the provisions of the Implementation Memorandum.

4.10.2.2. **Classes 10(b)-(m).** □ To preserve the Debtors' corporate structure for the benefit of the Holders of Allowed Second Lien Claims, Allowed Mezzanine Claims, and Allowed Junior Mezzanine Claims, the Interests in each of Classes 10(b)-(m) shall be Reinstated.

V.

PROVISIONS REGARDING VOTING, EFFECT OF REJECTION BY IMPAIRED CLASSES, AND CONSEQUENCES OF NON-CONFIRMABILITY

5.1. Voting Rights. □ Each Holder of an Allowed Claim as of the Record Date in an Impaired Class of Claims or Interests that is not deemed to have rejected the Plan, shall be entitled to vote to accept or reject the Plan as provided in the Disclosure Statement Approval Order.

5.2. Acceptance Requirements. □ An Impaired Class of Claims shall have accepted the Plan if votes to accept the Plan have been cast by at least two-thirds in amount and more than one-half in number of the Allowed Claims in such Class that have voted on the Plan.

5.3. Cram Down. □ If all applicable requirements for Confirmation of the Plan are met as set forth in section 1129(a) of the Bankruptcy Code, except subsection (8) thereof, the Plan shall be treated as a request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code, notwithstanding the failure to satisfy the requirements of subsection 1129(a)(8), on the basis that the Plan is fair and equitable and does not discriminate unfairly with respect to each Class of Claims and Interests that is Impaired under, and has not accepted, the Plan or any Subplan incorporated therein. If the Debtors, with the consent of DIC and the Requisite Junior Lenders, each acting reasonably, and as provided in the Plan Support Agreement, determine that the Plan cannot be confirmed under section 1129(b) of the Bankruptcy Code without eliminating the distribution to a junior Class or Classes, the Plan shall be automatically modified to eliminate such distribution, the Class or Classes as to which distributions are eliminated shall be deemed to be a rejecting Class or Classes, and the Plan shall be treated as a request that the Bankruptcy Court confirm the Plan, as so modified, in accordance with section 1129(b) of the Bankruptcy Code, notwithstanding the failure to satisfy the

requirements of section 1129(a)(8), on the basis that the Plan is fair and equitable and does not discriminate unfairly with respect to each Class of Claims and Interests that is Impaired under, and has not accepted, the Plan.

5.4. Tabulation of the Votes. □ The Debtors shall tabulate all votes on a non-consolidated basis by Class. If no Impaired Classes accept the Plan, or any Debtor's Subplan incorporated therein, the Debtors may modify the Plan, or such Subplan, to appropriately address the rights of the Holders of Allowed Claims.

5.5. Non-Confirmability. □ If the Plan, or any Debtor's Subplan incorporated therein, has not been accepted by the Classes of Claims entitled to vote with respect thereto in accordance with Section 5.2 hereof, and the Debtors determine that the Plan, or such Subplan, cannot be confirmed under section 1129(b) of the Bankruptcy Code, or if the Bankruptcy Court, upon consideration, declines to approve Confirmation of the Plan, or such Subplan, the Debtors may seek to (i) propose a new plan or plans of reorganization for the Debtors or for the Debtor that is the subject of such Subplan, (ii) amend the current Plan or any Subplan incorporated therein to satisfy any and all objections, *provided*, that such amendment shall be with the consent of DIC and the Requisite Junior Lenders, each acting reasonably, and as provided in the Plan Support Agreement, (iii) withdraw the Plan or the relevant Subplan or (iv) convert or dismiss the Chapter 11 Cases or the Chapter 11 Case of the Debtor or Debtors that are the subject of the Plan or the relevant Subplan.

VI. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.1. Assumption and Rejection of Contracts and Unexpired Leases. □ Except as otherwise provided herein or pursuant to the Confirmation Order, all Executory Contracts and Unexpired Leases that exist between the Debtors and any Person, including, but not limited to, all Intercompany Contracts, shall be assumed pursuant to section 365(a) of the Bankruptcy Code as of the Effective Date, except for any such contract or lease (i) that has been assumed, rejected, or renegotiated and either assumed or rejected on renegotiated terms, pursuant to an order of the Bankruptcy Court entered prior to the Effective Date, (ii) that is the subject of a motion to reject, or a motion to approve renegotiated terms and to assume or reject on such renegotiated terms, that has been filed and served prior to the Effective Date, or (iii) that is identified on the Rejected Executory Contract and Unexpired Lease List or in this Plan. Entry of the Confirmation Order shall constitute approval, pursuant to section 365(a) of the Bankruptcy Code, of the assumption of the Executory Contracts and Unexpired Leases provided for herein. For the avoidance of doubt, on the Effective Date, the applicable Debtors shall assume the Collective Bargaining Agreements, the Executive Management Contracts, and all obligations under the Pension Plans. Each Executory Contract and Unexpired Lease assumed pursuant to this Section 6.1 or by any order of the Bankruptcy Court, which has not been assigned to a third party prior to the Confirmation Date, shall revert in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption under section 365 of the Bankruptcy Code.

6.2. Claims Based on Rejection of Executory Contracts or Unexpired Leases.□A Proof of Claim with respect to a Claim arising from the rejection of an Executory Contract or Unexpired Lease, pursuant to the Plan or otherwise, if any, must be filed with the Bankruptcy Court within 30 days after the date of entry of the order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. Any Claim arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates, or their property, without the need for any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Bankruptcy Court. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Section 4.7 of the Plan or, if determined to be Subordinated Claims, in accordance with Section 4.9 of the Plan.

6.3. Cure of Defaults.□Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Claim in Cash on the Effective Date, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (i) the Cure Claim, (ii) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (iii) any other matter pertaining to assumption, the payments required by section 365(b)(1) of the Bankruptcy Code in respect of Cure Claims shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. At least 20 days prior to the Confirmation Hearing, the Debtors shall provide for notices of proposed assumption and proposed Cure Claims to be sent to applicable third parties. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related Cure Claim must be filed and served in accordance with, and otherwise comply with, the provisions of the Disclosure Statement Approval Order related to assumption of Executory Contracts and Unexpired Leases. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Claim will be deemed to have assented to such assumption or Cure Claim.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any such assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any Proof of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

6.4. Contracts and Leases Entered into after the Petition Date.□ Contracts and leases entered into during the Postpetition Period by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Accordingly, such

contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

6.5. Modifications, Amendments, Supplements, Restatements, or Other Agreements. □ Unless otherwise provided in the Plan or in the order assuming an Executory Contract or Unexpired Lease, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to any prepetition Executory Contracts or Unexpired Leases that have been executed by the Debtors during the Postpetition Period shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

6.6. Reservation of Rights. □ Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or Reorganized Debtors, as applicable, shall have 30 days following entry of a Final Order to resolve and to alter their treatment of such contract or lease.

VII. MEANS OF IMPLEMENTATION OF THE PLAN

7.1. General Settlement of Claims. □ As discussed in detail in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distribution, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. Subject to Article VIII hereof, all Distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final.

7.2. Sources of Consideration for Plan Distributions.

7.2.1. Debtors' Available Cash. □ Cash will be available from the Debtors' operations.

7.2.2. Revolving Credit Facility. □ Subject to, and on or before the occurrence of, the Effective Date, and without further notice to or order or other approval of the Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any person or entity (including the boards of directors of the Debtors), except for the Confirmation Order and as otherwise required by the Revolving Credit Loan Documents, the

Reorganized Debtors shall enter into and perform and receive the proceeds of the Revolving Credit Facility, and to execute and deliver the Revolving Credit Loan Documents, in each case consistent with the terms of the Plan and the Revolving Credit Facility Commitment Letter or otherwise on terms and conditions acceptable to the Revolving Credit Arranger Parties. Confirmation of the Plan shall be deemed to be, and the Confirmation Order shall provide for, (i) approval of the Revolving Credit Facility and the Revolving Credit Loan Documents, and all transactions contemplated thereby, including, without limitation, any supplemental or additional syndication of the Revolving Credit Facility, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and (ii) authorization of the Reorganized Debtors to enter into and execute the Revolving Credit Loan Documents and such other documents as the Reorganized Debtors and the Revolving Credit Arranger Parties may mutually agree are necessary or appropriate to effectuate the Revolving Credit Facility.

7.2.3. Senior Secured Notes.□ Subject to, and upon the occurrence of, the Effective Date, and without further notice to or order or other approval of the Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any person or entity (including the boards of directors of the Debtors), except for the Confirmation Order and as otherwise required by the Senior Secured Notes Facility Documents, the Reorganized Debtors shall enter into and perform and receive the proceeds of the Senior Secured Notes Facility, and Reorganized Almatris Holdings 9 B.V. shall issue the Senior Secured Notes, and execute and deliver the Senior Secured Notes Facility Documents, and each subsidiary required to be Guarantors (as defined in the SSN Term Sheets) shall enter in such guaranties as required by the SSN Term Sheets, in each case consistent with the terms of the Plan, the GSO Commitment Letter and the Sankaty and GoldenTree Commitment Letter. Confirmation of the Plan shall be deemed to be, and the Confirmation Order shall provide for, (i) approval of the Senior Secured Notes Facility and the Senior Secured Notes Facility Documents, and all transactions contemplated thereby, including, without limitation, any supplemental or additional syndication of the Senior Secured Notes Facility, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and (ii) authorization of the Reorganized Debtors to enter into and execute the Senior Secured Notes Facility Documents and such other documents as the Senior Secured Noteholders and the Reorganized Debtor may mutually agree are necessary or appropriate to effectuate the Senior Secured Notes Facility.

7.2.4. DIC Equity Contribution.□ On the Effective Date, the Debtors shall direct the DIC Investment Escrow Agent to transfer the DIC Equity Contribution as directed in the Disbursement Notice (as defined in the DIC Escrow Agreement). The DIC Equity Contribution shall provide proceeds of the Euro equivalent of \$100 million (as of the Conversion Date) to implement the Plan. In exchange for making the DIC Equity Contribution, the DIC Investor shall receive, on the Effective Date and provided that it first complies with the DIC Investor Distribution Procedures, the DIC Investment Consideration. Confirmation of the Plan shall be deemed to be, and the Confirmation Order shall provide for, approval of the DIC Equity Contribution (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in

connection therewith) and authorization to distribute to the DIC Investor the DIC Investor Consideration.

7.2.5. Class 3 PIK Notes.□ On the Distribution Date, Almatris Topco 2 shall issue to each Holder of an Allowed Second Lien Claim its Pro Rata Share of the Class 3 PIK Notes in exchange for such Holder's Allowed Second Lien Claim, which Claim shall be transferred to Almatris Topco 2. Confirmation of the Plan shall be deemed to be, and the Confirmation Order shall provide for, approval of the issuance and distribution of the Class 3 PIK Notes (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith). Almatris Topco 2 shall issue the Class 3 PIK Notes to each Holder of an Allowed Second Lien Claim in accordance with the PIK Notes Indenture.

7.2.6. Senior Preference Shares/STAK 1 Depository Receipts.□ On the Effective Date, Almatris Topco 1 shall, in exchange for the subscription price of the Euro equivalent (as of the Conversion Date) of \$50,000,000 paid as part of the DIC Equity Contribution, issue the DIC Senior Preference Shares to STAK 1, and STAK 1, upon receipt of the DIC Senior Preference Shares, shall issue the DIC Senior Preference STAK 1 Depository Receipts to the DIC Investor. Confirmation of the Plan shall be deemed to be, and the Confirmation Order shall provide for, (a) approval of the issuance of the DIC Senior Preference Shares to STAK 1 (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith) and (b) authorization for (i) the DIC Investor to receive the DIC Senior Preference STAK 1 Depository Receipts and (ii) the issuance by STAK 1 of the DIC Senior Preference STAK 1 Depository Receipts to the DIC Investor.

7.2.7. Junior Preference Shares/STAK 2 Depository Receipts.□ On the Distribution Date, Almatris Topco 1 shall issue the Mezzanine Junior Preference Shares to STAK 2, and STAK 2, upon receipt of the Mezzanine Junior Preference Shares, shall, in accordance with Article IV of the Plan, issue to the Mezzanine Lenders the Mezzanine Lender Junior Preference Share STAK 2 Depository Receipts and to the Junior Mezzanine Lenders the Junior Mezzanine Lender Junior Preference Share STAK 2 Depository Receipts. Confirmation of the Plan shall be deemed to be, and the Confirmation Order shall provide for, approval of the (a) issuance of the Mezzanine Junior Preference Shares by Almatris Topco 1 and (b) (i) authorization for the Mezzanine Creditor Group to receive the Junior Preference Share STAK 2 Depository Receipts in exchange for the Allowed Claims of the Mezzanine Creditor Group being transferred to Almatris Topco 1 (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith) and (ii) the issuance by STAK 2 of the Mezzanine Lender Junior Preference STAK 2 Depository Receipts to the Mezzanine Lenders and the Junior Mezzanine Lender Junior Preference STAK 2 Depository Receipts to the Junior Mezzanine Lenders.

7.2.8. Almatris Topco 1 Shares.□ Almatris Topco 1 shall issue (i) the Mezzanine Shares to the Mezzanine Creditor Group on the Distribution Date and (ii) the DIC Investor Share Allocation to the DIC Investor on the Effective Date, in each case subject to dilution by the SSN Share Warrants, the PIK Preference Warrants and the Management Shares as provided in the Restructuring Term Sheet.

7.2.9. SSN Warrants and SSN PIK Notes.□ On the Distribution Date, provided that they first comply with the SSN Distribution Procedures, the Senior Secured Noteholders shall receive the SSN Warrants and the SSN PIK Notes. Almatris Topco 1 shall issue the SSN PIK Notes to the Senior Secured Noteholders in accordance with the PIK Notes Indenture.

7.2.10. Issuance of Almatris Topco Shares, SSN Warrants and PIK Notes.□ The Almatris Topco Shares, Almatris STAK Depository Receipts, Almatris Topco 1 Warrants and PIK Notes shall be issued as provided in Articles IV and VII of the Plan, as applicable.

All of the Almatris Topco Shares, Almatris STAK Depository Receipts, and Almatris Topco 1 Warrants shall be duly authorized, validly issued, and, to the extent applicable, fully paid, and non-assessable. Each Distribution and issuance referred to in Article VIII hereof shall be governed by the terms and conditions set forth in the Plan applicable to such Distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such Distribution or issuance, which terms and conditions shall bind each Person receiving such Distributions or issuance. Except as otherwise provided in the Shareholders Agreement or the Articles, every holder of an Almatris Topco Share, Almatris STAK Depository Receipt, or Almatris Topco 1 Warrant shall enter into the Shareholders Agreement and shall be deemed a party thereto whether or not such Holder executes the Shareholders Agreement; *provided, further*, that no Distribution shall be made with respect to a Second Lien Lender Claim, a Mezzanine Claim, or a Junior Mezzanine Claim unless the Holder of such Claim complies with the applicable Distribution Procedures, including execution of the Shareholders Agreement. The Almatris Topco 1 Shares held by the Mezzanine Lenders and Junior Mezzanine Lenders shall be subject to the Mezzanine Investor Ratchet as provided in the Restructuring Term Sheet. The Almatris Topco Shares shall be subject to dilution (as provided in the Restructuring Term Sheet) by exercise of the Almatris Topco 1 Warrants and the issue of Management Shares, as and when applicable, and to adjustment from time to time for any stock splits, stock dividends, reverse stock splits, reclassifications, and the like occurring after the Effective Date.

7.2.11. Use of Proceeds.□ Cash, debt and equity available from the sources described in Sections 7.2.1-7.2.10 above shall be used by the Disbursing Agent (i) to fund the Debtors' exit from the Chapter 11 Cases, including, without limitation, the funding of (a) Allowed Administrative Expense Claims, (b) Allowed Professional Compensation Claims, (c) Allowed Priority Tax Claims, (d) Allowed Other Priority Claims, (e) Allowed Senior Lender Claims, Allowed Second Lien Claims, Allowed Mezzanine Claims, and Allowed Junior Mezzanine Claims, (f) Allowed General Unsecured Claims, and (g) any other Distributions to be made on the Distribution Date; and (ii) to fund ongoing operating expenses of the Reorganized Debtors.

7.2.12. Transfer of DIC Almatris Holdco B.V. Interests and Cancellation of Intercompany Claims of DIC Almatris Holdco B.V.□ In accordance with the Implementation Memorandum, on or prior to the Effective Date, DIC will cause Dutch Co-op, in exchange for a payment of €1, to transfer and assign the Interests in DIC Almatris Holdco B.V., to Almatris Topco 2, free and clear of any and all Claims and Liens of the Financial Lenders, and to contribute any Intercompany Claims to the share capital of DIC Almatris Holdco B.V. when and to the extent required by the Implementation Memorandum.

7.2.13. Reimbursement of Fees and Expenses Incurred by the Informal Junior Creditors Committee. □ The Debtors shall reimburse the reasonable, actual, and documented fees and expenses of the Junior Advisors in accordance with the requirements contained in Schedule 8 attached to the Restructuring Term Sheet. Except as provided in Schedule 8 attached to the Restructuring Term Sheet, the Debtors shall not be obligated to reimburse any of the fees and expenses of the Junior Advisors.

7.3. Rule 2004 Examinations. □ The power of the Debtors to conduct examinations pursuant to Bankruptcy Rule 2004 shall be expressly preserved following the Effective Date.

7.4. Continued Existence. □ Except as provided herein, each Debtor will continue to exist on or after the Effective Date as a separate corporate or other applicable entity, with all the rights and powers applicable to such entity under applicable law and without prejudice to any right to alter or terminate such existence (whether by merger, dissolution, or otherwise) under applicable law, subject to the Implementation Memorandum.

7.5. Revesting of Assets. □ Except as expressly provided herein, the Assets of each Debtor's Estate shall revest with the respective Reorganized Debtor on the Effective Date. The Bankruptcy Court shall retain jurisdiction to determine disputes as to property interests created or vested by the Plan. From and after the Effective Date, the Reorganized Debtors may operate their businesses, and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code, except as provided herein. As of the Effective Date, all property of the Reorganized Debtors shall be free and clear of all Claims and Interests, except as, and to the extent, provided in the Plan.

7.6. Implementation Transactions. □ In connection with implementation of the Plan and the creation of Almatris Topco 1 and Almatris Topco 2, the Disbursing Agent and the Debtors (or, after the Effective Date, the Reorganized Debtors) (i) shall effectuate the Plan through the transactions described in the Implementation Memorandum, (ii) may merge, dissolve, transfer assets, or otherwise consolidate any of the Debtors in furtherance of the Plan with the consent of the DIC and the Requisite Junior Lenders (each acting reasonably) and (iii) may engage in any other transaction in furtherance of the Plan with the consent of DIC and the Requisite Junior Lenders (each acting reasonably). Any such transaction may be effected prior to, on or subsequent to the Effective Date without the necessity for any further authorization by Holders of Interests or the directors, managers or other responsible persons of any of the Debtors.

7.7. Cancellation of Securities and Agreements. □ On the Effective Date, the Plan shall be consummated in accordance with the provisions set forth herein and: (i) the Claims against and Interests in the Debtors, whether arising under the Senior Credit Facility, the Swap Agreements, the Mezzanine Credit Agreement, the Junior Mezzanine Credit Agreement, or under any other Certificate, Interest, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document, directly or indirectly, evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors (except such Certificates, notes, or other instruments or document evidencing indebtedness or obligation of or ownership interest in the Debtors that are Reinstated pursuant to the Plan), shall be cancelled, and the Reorganized Debtors shall not have any continuing obligations therefor; and (ii) the Claims against and Interests in the Debtors pursuant, relating, or pertaining to any agreements, indentures,

certificates of designation, bylaws, or certificate or articles of incorporation, formation or similar documents governing the shares, Certificates, notes, bonds, indentures, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors (except such agreements, Certificates, notes, or other instruments evidencing indebtedness or obligations of or ownership interest in the Debtors that are specifically Reinstated pursuant to the Plan) shall be released and discharged; *provided, however*, that notwithstanding Confirmation or consummation, the Senior Credit Facility, the Swap Agreements, the Mezzanine Credit Agreement, the Junior Mezzanine Agreement, the Intercreditor Agreement and any other similar agreement that governs the rights of the Holder of a Claim shall continue in effect solely for purposes of allowing such Holder to receive Distributions under and in accordance with the Plan and with respect to any party that, notwithstanding the provisions of the Plan that are binding on creditors and equity holders of the Almatris Group wherever located, alleges not to be bound by the Plan; *provided further, however*, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan, or result in any expense or liability to the Reorganized Debtors without the express, written consent of Almatris Topco 1; and *provided further, however*, that the foregoing shall not effect the cancellation of the Almatris Topco 1 Shares, Almatris Topco 1 Warrants, or any Interest in any Debtor

7.8. Reorganized Debtors; New Tower Companies. □ On the Effective Date, the New Boards of the New Tower Companies and each Reorganized Debtor shall be appointed, and each shall adopt its New Certificates of Formation, New Articles of Association and/or New Bylaws (as applicable). The Reorganized Debtors shall be authorized to adopt any other agreements, documents, and instruments and to take any other action necessary and desirable to consummate the Plan. The Corporate Structure and Governance Documents, which evidence the new corporate and corporate governance structure of the New Tower Companies and the Reorganized Debtors, will be substantially in the form filed in the Plan Supplement.

7.9. Post Effective Date Management. □ Pursuant to the provisions of the Corporate Structure and Governance Documents and the Reorganized Debtors' operative constituent documents, which may be amended from time to time, the operation, management, and control of the New Tower Companies and the Reorganized Debtors shall be the general responsibility of their respective board of directors or managers and senior officers (as provided under applicable law), which shall thereafter have the responsibility for the management, control, and operation of the New Tower Companies and the Reorganized Debtors. Entry of the Confirmation Order shall ratify and approve all actions taken by each of the Debtors from the Petition Date through and until the Effective Date.

7.10. Directors and Officers of the Reorganized Debtors. □ On and after the Effective Date, the business and affairs of the New Tower Companies and the Reorganized Debtors will be managed by the New Boards and the officers, directors, managers or other responsible persons identified in the Plan Supplement. Biographical information regarding these proposed officers, directors, managers and other responsible persons will be set forth in the Plan Supplement. A schedule of the annual compensation to be paid to persons serving as executives, officers, directors, managers or responsible persons as of the Effective Date that are Insiders (as defined in the Bankruptcy Code) will be set forth in the Plan Supplement.

7.11. New Certificates of Formation, New Bylaws of the Reorganized Debtors and New Articles of Association.□ The New Certificates of Formation, New Bylaws and New Articles of Association of the Reorganized Debtors (as applicable), among other things, shall prohibit the issuance of non-voting equity securities to the extent required by section 1123(a) of the Bankruptcy Code. After the Effective Date, the Reorganized Debtors may amend and restate their New Certificates of Formation, New Bylaws and/or New Articles of Association (as applicable), as permitted under applicable laws, subject to the terms and conditions of such documents.

7.12. Employment, Retirement, Indemnification, and Other Related Agreements.□ On the Effective Date, the New Boards of the Reorganized Debtors and the New Tower Companies shall, automatically and without further action on the part of the New Boards of the Reorganized Debtors, be authorized and directed to take any and all actions necessary and appropriate to perform under the Executive Management Contracts, and any other employment agreements assumed by the Debtors, as provided herein. On the Effective Date, the Management Incentive Plan, the Key Senior Employee Incentive Plan, the Key Employee Incentive Plan, and the bonus arrangements effectuated by the Management Term Sheet and the definitive documents evidencing same, shall, automatically and without further action on the part of the New Boards of the Reorganized Debtors, be deemed to be adopted by the Reorganized Debtors and the New Tower Companies and shall be fully operative and enforceable, and the Reorganized Debtors and the New Tower Companies, and their New Boards, shall be authorized and directed to take any and all actions necessary and appropriate to implement and perform under these Plans and agreements.

On and after the Effective Date, except as set forth above, the Reorganized Debtors shall have the authority, as determined by the New Boards, to: (i) maintain, amend, or revise existing employment, retirement, welfare, incentive, severance, indemnification, and other agreements with its active and retired directors or managers, officers, and employees, subject to the terms and conditions of any such agreement, and to continue to maintain and provide benefits, including all post-employment benefits, in connection therewith; and (ii) enter into new employment, retirement, welfare, incentive, severance, indemnification, and other agreements for active and retired employees.

7.13. Effectuating Documents; Further Transactions.□ On and after the Effective Date, the New Tower Companies and the Reorganized Debtors, and the officers and members of the New Boards, are authorized to and may, in the name of and on behalf of the New Tower Companies and the applicable Reorganized Debtors, issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the securities issued pursuant to the Plan, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

7.14. Entity Action.□ Upon the Effective Date, all actions contemplated by the Plan shall be deemed ratified, authorized, and approved in all respects, including but not limited to: (i) the assumption of the Executive Management Contracts, (ii) the selection of the directors and officers for the New Tower Companies and the Reorganized Debtors; (iii) the distribution of the

Almatis Topco Shares and Almatis Topco 1 Warrants in accordance with the Plan; (iv) the execution and entry into the Revolving Credit Facility, the Senior Secured Notes, the PIK Notes, the SSN Warrants and related transaction security agreements, indentures, and any other ancillary agreements relating thereto; (v) the adoption of the Management Incentive Plan (and the issuance of any Management Shares thereunder), the Key Senior Employee Incentive Plan, and the Key Employee Incentive Plan; and (vi) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the entity structure of the Debtors, the Reorganized Debtors or the New Tower Companies, and any entity action required by the Debtors, the Reorganized Debtors or the New Tower Companies in connection with the Plan shall be deemed to have occurred and shall be in effect without any requirement of further action by the security holders, directors, or officers of the Debtors, the Reorganized Debtors, or the New Tower Companies. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors, the Reorganized Debtors, or the New Tower Companies, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Reorganized Debtors or the New Tower Companies, including, without limitation, the Revolving Credit Facility, the Senior Secured Notes, the SSN PIK Notes, the SSN Warrants, the Shareholders Agreement, the Management Incentive Plan, and any and all other agreements, documents, indentures, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated herein shall be effective notwithstanding any requirements under any non-bankruptcy law. The issuance of the Almatis Topco 1 Shares and Almatis Topco 1 Warrants, and the issuance pursuant to the Management Incentive Plan of any other Interests in Almatis Topco 1 or Almatis Topco 2, shall be exempt from the requirements of section 16(b) of the Securities Exchange Act of 1934 (pursuant to Rule 16b-3 promulgated thereunder) with respect to any acquisition of securities by an officer or director (or a director deputized for purposes thereof) as of the Effective Date.

7.15. Section 1146 Exemption. Pursuant to section 1146 of the Bankruptcy Code, any transfers of property (whether from a Debtor to a Reorganized Debtor or to any other Person) pursuant to, in contemplation of, or in connection with the Plan or pursuant to: (i) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Reorganized Debtors; (ii) the creation, modification, consolidation, termination, refinancing and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (iii) the making, assignment, or recording of any lease or sublease; (iv) the grant of collateral as security for any or all of the Revolving Credit Facility, the Dollar Notes and the Euro Notes; or (v) the making, delivery, or recording of any deed or other instruments of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local government officials or agents shall and shall be directed to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment.

7.16. Preservation of Causes of Action. In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action (other than Avoidance Actions), whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action (other than Avoidance Actions) shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against such Person as any indication that the Debtors or Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action (other than Avoidance Actions) against such Person. The Debtors or Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action (other than Avoidance Actions) against any Person, except as otherwise expressly provided in the Plan. Unless any Causes of Action against any Person are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to Causes of Action upon, after, or as a consequence of the Confirmation of the Plan or the occurrence of the Effective Date.

The Reorganized Debtors reserve and shall retain the Causes of Action notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action (other than Avoidance Actions) that a Debtor may hold against any Person shall vest in the Reorganized Debtors, as the case may be. The applicable Reorganized Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

7.17. Nonoccurrence of Effective Date. In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting unexpired leases pursuant to section 365(d)(4) of the Bankruptcy Code.

VIII. METHOD OF DISTRIBUTIONS UNDER THE PLAN AND CLAIMS RECONCILIATION

8.1. Distributions. The Disbursing Agent shall make or cause to be made, in accordance with the Disbursing Agent Agreement, the Distributions required under the Plan to all Holders of Allowed Claims. The Disbursing Agent for each Class of Claims shall be named in the Plan Supplement. The Disbursing Agent under the Disbursing Agent Agreement shall be

the Disbursing Agent for Allowed Class 3, 4 and 5 Claims. In accordance with the Implementation Memorandum and the Disbursing Agent Agreement, following satisfaction of the applicable Distribution Procedures and upon notification from the Debtors or the Disbursing Agent of such compliance, Almatris Topco 1 and Almatris Topco 2, as applicable, will issue to complying Holders of Allowed Class 3, 4, and 5 Claims the Class 3 PIK Notes and the Mezzanine Shares, as applicable, and will issue to STAK 2 the Mezzanine Junior Preference Shares. STAK 2 will, upon receipt of the Mezzanine Junior Preference Shares, issue to the complying Holders of Allowed Class 4 and 5 Claims the Mezzanine Creditor Group STAK Depository Receipts. Also in accordance with the Implementation Memorandum and the Disbursing Agent Agreement, following satisfaction of the applicable Distribution Procedures and upon notification from the Debtors or the Disbursing Agent of such compliance, Almatris Topco 1 shall distribute, the SSN PIK Notes and the SSN Warrants to the Senior Secured Noteholders. Finally, in accordance with the Implementation Memorandum, and following satisfaction of the DIC Investor Distribution Procedures and upon notification from the Debtors of such compliance, (i) Almatris Topco 1 shall issue to the DIC Investor the DIC Investor Share Allocation and issue to STAK 1 the DIC Senior Preference Shares and (ii) STAK 1 shall, upon receipt of the DIC Senior Preference Shares, issue to the DIC Investor the DIC Senior Preference STAK 1 Depository Receipts.

8.2. Actions by Disbursing Agent for Class 3, Class 4 and Class 5 Claims.□The Disbursing Agent under the Disbursing Agent Agreement will be named in the Plan Supplement, and will be an entity that is acceptable to the Requisite Junior Lenders (acting reasonably). The Disbursing Agent for the Class 3, Class 4, and Class 5 Claims shall be authorized, empowered, and directed to take and, pursuant to the provisions of the Disbursing Agent Agreement, shall take the actions set forth in the Disbursing Agent Agreement to effectuate the transfer and assignment of the Non-Restructured Lender Claims pursuant to the Non-Restructured Lender Claim Assignment Agreement and the Distributions with respect to any Claimant in Class 3, Class 4, and Class 5, all without the need for further court authorization or specific direction or instruction from any Person, including, but not limited to, any Claimant in Class 3, Class 4, or Class 5, except as specifically required in the Disbursing Agent Agreement or to comply with the Distribution Procedures.

8.3. Disbursing Agent Agreement.□The Disbursing Agent Agreement, including any indemnification provisions set forth therein, and the rights and obligations of the Disbursing Agent thereunder, shall be ratified and approved pursuant to the provisions of the Confirmation Order. The Confirmation Order shall specifically assign the Non-Restructured Lender Claims to the Disbursing Agent under the Disbursing Agent Agreement and, thereafter, from the Disbursing Agent to Almatris Topco 1, and shall authorize and direct such Disbursing Agent to enter into and execute the Non-Restructured Lender Claim Assignment Agreement and any and all other documents necessary under the laws of The Netherlands to effectuate such assignment.

8.4. Distribution Record Date.□For purposes of the Plan, as of 5:00 p.m. prevailing U.S. Eastern Time on the Distribution Record Date, the records of ownership of Claims against the Debtors (including the claims register in the Chapter 11 Cases) will be closed. For purposes of the Plan, the Debtors, the Estates, the Reorganized Debtors and the Disbursing Agent shall have no obligation to recognize the transfer of any of the Claims against the Debtors occurring after the Distribution Record Date, and shall be entitled for all purposes relating to the Plan to

recognize and deal only with those Holders of record as of the close of business on the Distribution Record Date.

8.5. Dates of Distribution. □ Distributions under the Plan shall be made by the Disbursing Agent on the Distribution Date. Whenever any Distribution to be made under the Plan shall be due on a day other than a Business Day, such payment or distribution shall instead be made, without interest, on the immediately following Business Day. Distributions due on the Effective Date shall be paid on such date or as soon thereafter as reasonably practicable thereafter, *provided* that if other provisions of the Plan require the surrender of securities or establish other conditions precedent to receiving a Distribution, the Distribution may be delayed until such surrender occurs or conditions are satisfied.

8.6. Cash Payments. □ Any Cash payments made pursuant to the Plan will be made in U.S. dollars or the currency in which the Claim is denominated under the applicable agreements related thereto. Cash payments made pursuant to the Plan in the form of a check shall be null and void if not cashed within 180 days of the date of issuance thereof.

8.7. Delivery of Distributions. □ If the Distribution to any Holder of an Allowed Claim is returned as undeliverable, the Disbursing Agent shall use commercially reasonable efforts to determine the current address of such Holder. Undeliverable Distributions shall be held by the Disbursing Agent subject to Section 8.11.

8.8. Minimum Cash Distributions. □ No Cash payment less than twenty-five dollars shall be made to any Holder of a Claim unless a request therefor is made in writing to the Disbursing Agent.

8.9. Withholding Taxes.

8.10.1. The Disbursing Agent shall comply with all withholding, reporting, certification, and information requirements imposed by any federal, state, local, or foreign taxing authority and all distributions hereunder shall, to the extent applicable, be subject to any such withholding, reporting, certification, and information requirements.

8.10.2. Persons entitled to receive distributions hereunder shall, as a condition to receiving such distributions, provide such information and take such steps as the Disbursing Agent may reasonably require to ensure compliance with such withholding and reporting requirements, and to enable the Disbursing Agent to obtain the certifications and information as may be necessary or appropriate to satisfy the provisions of any tax law.

8.10.3. Any Person that does not provide the Disbursing Agent with requisite information after the Disbursing Agent has made at least three attempts (by written notice or request for such information, including on the Ballots in these Chapter 11 Cases) to obtain such information, may be deemed to have forfeited such Person's right to such distributions, which shall be treated as unclaimed property under Section 8.11.

8.10. Unclaimed Property. □ Any Person that fails to claim any Distribution to be distributed hereunder by the Forfeiture Date will forfeit all rights to any Distributions hereunder, and shall have no claim whatsoever with respect thereto against the New Tower Companies, the

Debtors or the Reorganized Debtors, their Estates, or any Holder of an Allowed Claim to which distributions are made. Upon the forfeiture of Cash, such Cash shall be the property of Reorganized Almatris B.V., or such other entity as Almatris Topco 1 may direct, in writing; upon the forfeiture of the right to Distributions of any Almatris Topco Shares or Almatris Topco Warrants, such Distributions shall, unless otherwise directed by Almatris Topco 1, in writing, be cancelled in accordance with the provisions of the Implementation Memorandum. Notwithstanding the foregoing, forfeited Class 4 and 5 Distributions related to Exit Proceeds shall be redistributed, on or as soon as practicable after the Forfeiture Date and in accordance with the provisions of the Disbursing Agent Agreement, Pro Rata to the Holders in those Classes who timely complied with the applicable Distribution Procedures. Nothing herein shall require further efforts to attempt to locate or notify any Person with respect to any forfeited property.

8.11. Disputed Claims. □ If the Debtors or any other party in interest disputes any Claim against the Debtors, such dispute shall be (a) adjudicated in the Bankruptcy Court or, to the extent that the Bankruptcy Court does not have jurisdiction, in any other court having jurisdiction over such dispute, or (b) settled or compromised by the Debtors or the Reorganized Debtors as provided for in Sections 8.13 and 8.14 hereof. Among other things, the Debtors (on or before the Effective Date), or the Reorganized Debtors (after the Effective Date) may each elect, at their respective sole option, to object to or seek estimation under section 502 of the Bankruptcy Code with respect to any Proof of Claim filed by or on behalf of a Holder of a Claim against the Debtors. Upon Allowance of a Disputed Claim in whole or in part by Final Order, the Distribution on any portion of such Claim that is Allowed shall be distributed as provided in such Final Order.

8.12. Objections to Claims. □ Unless a different time is set by an order of the Bankruptcy Court or otherwise established by other provisions of the Plan, all objections to Claims must be filed by the Claims Objection Bar Date; *provided, however*, that no such objection may be filed with respect to any Claim after the Bankruptcy Court has determined by entry of an order that such Claim is an Allowed Claim. The failure by any party in interest, including the Debtors and the Committee, if any, to object to any Claim, for purposes of voting shall not be deemed a waiver of such party's rights to object to, or re-examine, any such Claim in whole or in part. After the Effective Date, no party in interest shall have the right to object to Claims against the Debtors or their Estates other than the Reorganized Debtors.

8.13. Compromises and Settlements. □ From and after the Effective Date, and without any further approval by the Bankruptcy Court, the Reorganized Debtors may compromise and settle all Claims and Causes of Action, without any further approval of the Bankruptcy Court.

8.14. Reservation of Debtors' Rights. □ Prior to the Effective Date, the Debtors expressly reserve the right to compromise and settle (subject to the approval of the Bankruptcy Court) Claims against them or other claims they may have against other Persons.

8.15. No Distributions Pending Allowance. □ If a Claim or any portion of a Claim is disputed, no payment or Distribution will be made on account of the disputed portion of such Claim (or the entire Claim, if the entire Claim is disputed), unless such disputed claim or portion thereof becomes an Allowed Claim.

8.16. No Postpetition Interest on Claims. □Unless otherwise specifically provided for in the Plan, the Confirmation Order, or other Final Order of the Bankruptcy Court, post-petition interest shall not accrue or be paid on any Claims against the Debtors, and no Holder of a Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on any such Claim.

8.17. Claims Paid or Payable by Third Parties.

8.17.1. Claims Paid by Third Parties. □The Disbursing Agent shall reduce in full a Claim, and such Claim shall be disallowed without a Claim objection having to be Filed and without further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or the Disbursing Agent. To the extent a Holder of a Claim receives a Distribution on account of such Claim and receives payment from a party that is not a Debtor or the Disbursing Agent on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the Distribution to the Disbursing Agent to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such Distribution under the Plan. The failure of such Holder to timely repay or return such Distribution shall result in the Holder owing the Disbursing Agent annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the two-week grace period specified above until the amount is repaid.

8.17.2. Amounts Received From German Escrows by Holders of Class 2 Claims. □The Disbursing Agent shall not make or cause to be made any Distribution to a Holder of a Class 2 Claim if, from and after the Petition Date, such Holder has received any payment on account of its Claim from the German Escrows, unless such Holder first returns such payment to the Disbursing Agent.

**IX.
EFFECT OF CONFIRMATION OF PLAN**

9.1. Discharge.

9.1.1. Discharge of Claims Against the Debtors and the Reorganized Debtors. □Except as otherwise expressly provided in the Plan or the Confirmation Order, the Confirmation of the Plan shall, as of the Effective Date: (i) discharge the Debtors, the Reorganized Debtors or any of its or their Assets from all Claims, demands, liabilities, other debts and Interests that arose on or before the Effective Date, including all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, whether or not (a) a Proof of Claim based on such debt is filed or deemed filed pursuant to section 501 of the Bankruptcy Code, (b) a Claim based on such debt is Allowed pursuant to section 502 of the Bankruptcy Code, or (c) the Holder of a Claim based on such debt has accepted the Plan; and (ii) preclude all Persons from asserting against the Debtors, the Reorganized Debtors, or any of their Assets, any other or further Claims or Interests based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, all pursuant to sections 524 and 1141 of the Bankruptcy Code. The discharge provided in this provision shall void any judgment

obtained against any of the Debtors at any time, to the extent that such judgment relates to a discharged Claim or Interest.

9.1.2. Injunction Related to the Discharge. Except as otherwise provided in the Plan or the Confirmation Order, all entities, wherever located in the world, that have held, currently hold, or may hold Claims or other debts or liabilities against the Debtors, or any Interest in any or all of the Debtors, that are discharged pursuant to the terms of the Plan, are permanently enjoined, on and after the Effective Date, from taking, or causing any other entity to take, any of the following actions on account of any such Claims, debts, liabilities or Interests or rights: (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim, debt, liability, Interest, or right, other than to enforce any right to a Distribution pursuant to the Plan; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree or order against the Debtors, the Reorganized Debtors, or any of their Assets on account of any such Claim, debt, liability, Interest, or right; (iii) creating, perfecting, or enforcing any Lien or encumbrance against the Debtors, the Reorganized Debtors, or any of their Assets on account of any such Claim, debt, liability, Interest or right; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to the Debtors, the Reorganized Debtors, or with respect to any of their Assets on account of any such Claim, debt, liability, Interest, or right; (v) transferring or purporting to transfer, in whole or in part or any interest in, or asserting in any case, proceeding, or court in any jurisdiction, any Senior Lender Claims, Second Lien Claims, Mezzanine Claims or Junior Mezzanine Claims; and (vi) commencing or continuing any action, in any manner, in any place in the world that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. Such injunction shall extend to any successor of the Debtors, the Reorganized Debtors, and any of their Assets. Any Person injured by any willful violation of such injunction shall recover actual damages, including costs and attorneys' and experts' fees and disbursements, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

9.2. Releases.

9.2.1. Releases by the Debtors. As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors in their individual capacities and as debtors in possession will be deemed to release and forever waive and discharge the Released Parties from and against all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan, the Plan Supplement, the Disclosure Statement, or related

agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of the Debtors or their Estates at any time on or prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

9.2.2. Certain Waivers.□Although the Debtors do not believe that California law is applicable to the Plan, nevertheless, in an abundance of caution, each Debtor hereby understands and waives the effect of section 1542 of the California Civil Code to the extent that such section is applicable to the Debtors. Section 1542 of the California Civil Code provides:

§1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

EACH DEBTOR AGREES TO ASSUME THE RISK OF ANY AND ALL UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS WHICH ARE RELEASED BY THE PLAN AND EACH DEBTOR HEREBY WAIVES AND RELEASES ALL RIGHTS AND BENEFITS WHICH IT MIGHT OTHERWISE HAVE UNDER THE AFOREMENTIONED SECTION 1542 OF THE CALIFORNIA CIVIL CODE WITH REGARD TO THE RELEASE OF SUCH UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS. TO THE EXTENT (IF ANY) ANY OTHER LAWS SIMILAR TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE MAY BE APPLICABLE, EACH DEBTOR WAIVES AND RELEASES ANY BENEFIT, RIGHT OR DEFENSE WHICH IT MIGHT OTHERWISE HAVE UNDER ANY SUCH LAW WITH REGARD TO THE RELEASE OF UNKNOWN, UNANTICIPATED OR MISUNDERSTOOD DEFENSES, CLAIMS, CAUSES OF ACTION, CONTRACTS, LIABILITIES, INDEBTEDNESS AND OBLIGATIONS.

9.2.3. Releases by Holders of Claims and Interests.□For good and valuable consideration, on and after the Effective Date, Holders of Claims that (a) vote to accept or reject the Plan and (b) do not elect (as permitted on the Ballots) to opt out of the releases contained in this paragraph, shall be deemed to have released and forever waived and discharged all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or

thereafter arising, in law, equity, or otherwise that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date (including prior to the Petition Date) in any way relating to the Debtors, the Chapter 11 Cases, the Plan, or the Disclosure Statement, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiations, formulation, or preparation of the Plan, the related Disclosure Statement, the related Plan Supplement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place before the Effective Date and that could have been asserted by or on behalf of such Holders of Claims and Interests at any time up to immediately prior to the Effective Date against the Released Parties, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations (except Cure Claims that have not been filed timely) of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

9.2.4. Exculpation. On and after the Effective Date, none of the Exculpated Parties shall have or incur any liability for, and each Exculpated Party is hereby released from, any claim, cause of action, or liability to any other Exculpated Party, to any Holder of a Claim or Interest, or to any other party in interest, for any act or omission that occurred during and in connection with the Chapter 11 Cases or in connection with the preparation and filing of the Chapter 11 Cases, the formulation, negotiation, and/or pursuit of confirmation of the Plan, the consummation of the Plan, and/or the administration of the Plan and/or the property to be distributed under the Plan, except for claims, causes of action, or liabilities arising from the gross negligence, willful misconduct, fraud, or breach of the fiduciary duty of loyalty of any Exculpated Party, in each case subject to determination of such by Final Order and provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan. Without limiting the generality of the foregoing, the Debtors, the Estates, DIC, the DIC Investor, the Second Lien Agent, the Mezzanine Agent, the Second Lien Lenders, the Mezzanine Lenders, the Junior Mezzanine Lenders, the Senior Secured Noteholders, the Revolving Credit Parties, Oaktree, and their respective officers, directors, employees, members, attorneys, crisis managers, financial advisors, and professionals, shall be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code.

9.2.5. Injunction Related to Releases and Exculpation. To the fullest extent allowed by law, and except as otherwise provided in the Plan or the Confirmation Order, all Persons that have held, currently hold, or may hold claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities that are released, waived, or exculpated pursuant to Sections 9.2.1, 9.2.2, 9.2.3, and 9.2.4 are permanently enjoined, on and after the Effective Date, from taking or causing any other

Person to take, any of the following actions, at any time or at any place in the world, on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities: (i) commencing or continuing in any manner any action or other proceeding of any kind against a Released Party or Exculpated Party with respect to any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against any Released Party or any Exculpated Party or any of its or their assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities, including any such actions arising from or related to the Senior Credit Agreement, the Swap Agreements, the Mezzanine Credit Agreement or the Junior Mezzanine Credit Agreement; (iii) creating, perfecting, or enforcing any Lien or encumbrance against any Released Party or any Exculpated Party or any of its or their assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities, including any such Lien or encumbrance arising from or related to the Senior Credit Agreement, the Swap Agreements, the Mezzanine Credit Agreement or the Junior Mezzanine Credit Agreement; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to any Released Party or any Exculpated Party or any of its or their assets on account of any such claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities; and (v) commencing or continuing any action, in any manner, in any place in the world that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. Such injunction shall extend to any successor of any Released Party or any Exculpated Party or any of its or their assets. Any Person injured by any willful violation of such injunction shall recover actual damages, including costs and attorneys' and experts' fees and disbursements, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

9.3. No Successor Liability. Except as otherwise expressly provided herein, none of the Released Parties or the New Tower Companies shall be determined to be successors to any of the Debtors or to any Person for which the Debtors may be held legally responsible, by reason of any theory of law or equity, and none can be responsible for any successor or transferee liability of any kind or character. The Released Parties and the New Tower Companies do not agree to perform, pay, or indemnify creditors or otherwise have any responsibilities for any liabilities or obligations of the Debtors or the Reorganized Debtors, whether arising before, on, or after the Confirmation Date, except as otherwise expressly provided in the Plan.

9.4. Release of Liens. Except as otherwise expressly provided in the Plan, the Confirmation Order will release any and all prepetition Liens against the Debtors, the Reorganized Debtors and any of their Assets.

9.5. Release of German Escrows. The Confirmation Order shall provide that, on or prior to the Effective Date, the German Escrow Trustee shall distribute to the Trustor under the German Escrow Agreements one hundred percent (100%) of any and all assets then remaining in the German Escrows, and the Reorganized Debtors shall be authorized to provide the German Escrow Trustee with such indemnities, if any, as may be required pursuant to the German Escrows relative to such distribution. All German Escrow Agreements, including any indemnity

provisions thereof, between the Debtors and the German Escrow Trustee shall, unless assumed by prior court order, be assumed pursuant to section 365(a) of the Bankruptcy Code as of the Effective Date. The Confirmation Order shall constitute the court order, if any, required for the release of the German Escrows under the German Escrow Agreements.

9.6. Term of Injunctions.□All injunctions or stays provided in, or in connection with, the Chapter 11 Cases, whether pursuant to section 105, section 362, or any other provision of the Bankruptcy Code, other applicable law or court order, in effect immediately prior to Confirmation will remain in full force and effect until the Effective Date and shall remain in full force and effect thereafter if so provided in the Plan, the Confirmation Order or by their own terms. In addition, the Confirmation Order shall incorporate various release, injunction, discharge and exculpation provisions of the Plan which shall be in effect after the Effective Date and, on and after Confirmation Date, the Debtors may seek further orders to preserve the status quo during the time between the Confirmation Date and the Effective Date or to enforce the provisions of the Plan.

9.7. Binding Effect.□The Plan shall be binding upon, and inure to the benefit of, the Debtors and all Holders of Claims and Interests, and their respective successors and assigns, whether or not the Claims and Interests of such Holders are Impaired under the Plan and whether or not such Holders have accepted the Plan or are entitled to receive any Distribution thereunder.

9.8. Dissolution of the Committee.□The Committee, if appointed, shall be dissolved on the Effective Date and shall not continue to exist thereafter except for the limited purposes of filing any remaining fee applications, and the Professionals retained by the Committee shall be entitled to compensation for services performed and reimbursement of expenses incurred in connection therewith. Upon dissolution of the Committee, the members of the Committee shall be released and discharged of and from all duties, responsibilities, and obligations related to and arising from and in connection with the Chapter 11 Cases.

9.9. Post-Confirmation Date Retention of Professionals.□ After the Confirmation Date, any requirement that professionals employed by the Debtors comply with sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors shall be authorized to employ and compensate professionals in the ordinary course of business and without the need for Bankruptcy Court approval.

9.10. Survival of Certain Indemnification Obligations.□ The obligations of the Debtors, pursuant to the Debtors' operating agreements, certificates of incorporation or formation, articles of association, by-laws, or equivalent corporate governance documents, applicable statutes, or employment agreements, to indemnify individuals who during the course of the Chapter 11 Cases served as their respective directors, officers, managers, agents, employees, representatives, and professionals, in respect of all present and future actions, suits, and proceedings against any of such officers, directors, managers, agents, employees, representatives, and professionals, based upon any act or omission related to service with, for, or on behalf of the Debtors on or before the Effective Date, as such obligations were in effect at the time of any such act or omission, shall not be discharged or impaired by confirmation or consummation of the Plan but shall survive unaffected by the reorganization contemplated by the

Plan and shall be performed and honored by the Reorganized Debtors regardless of such confirmation, consummation, and reorganization.

X. EFFECTIVENESS OF THE PLAN

10.1. Conditions Precedent. □ The Plan shall not become effective unless and until the following conditions have been satisfied or waived:

10.1.1. Conditions to Confirmation.

10.1.1.1. **Disclosure Statement Order.** □ The Disclosure Statement Order shall have been entered by the Bankruptcy Court in form and substance reasonably acceptable in all material respects to the Debtors, the Requisite Junior Lenders, and DIC.

10.1.1.2. **Plan Supplement.** □ All documents to be provided in the Plan Supplement are in form and substance reasonably acceptable in all material respects to the Debtors, the Requisite Junior Lenders, and DIC.

10.1.1.3. **Confirmation Order.** □ The Confirmation Order shall have been entered by the Bankruptcy Court in form and substance reasonably acceptable in all material respects to the Debtors, the Requisite Junior Lenders, and DIC and must provide for the confirmation of the Plan with respect to each Debtor.

10.1.2. Conditions to Effective Date.

10.1.2.1. **Confirmation Order.** □ The Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably acceptable in all material respects to the Debtors, the Requisite Junior Lenders, and DIC.

10.1.2.2. **No Stay of Confirmation.** □ There shall not be in force any order, decree, or ruling of any court or governmental body having jurisdiction, restraining, enjoining, or staying the consummation of, or rendering illegal the transactions contemplated by, the Plan.

10.1.2.3. **Receipt of Required Authorization.** □ All authorizations, consents, and regulatory approvals (if any) necessary to effectuate the Plan shall have been obtained.

10.1.2.4. **Revolving Credit Facility.** □ The documents evidencing the Revolving Credit Facility shall have been executed and delivered by the respective parties thereto, and all conditions precedent to the effectiveness of such documents shall have been satisfied or waived.

10.1.2.5. **Senior Secured Notes.** □ The documents evidencing the Senior Secured Notes shall have been executed and delivered by the respective parties thereto, and all conditions precedent to the effectiveness of each such document shall have been satisfied or waived.

10.1.2.6. **Plan Supplement.** □ All documents to be contained in the Plan Supplement shall be completed and in final form and substance reasonably acceptable in all material respects to the Debtors, the Requisite Junior Lenders, and DIC and, to the extent necessary, shall have been executed and delivered by the respective parties thereto.

10.1.2.7. **Implementation Transactions.** □ The transactions described in the Implementation Memorandum that are required to be completed on or before the Effective Date have been completed in a manner reasonably acceptable in all material respects to the Debtors, the Requisite Junior Lenders, and DIC.

10.1.2.8. **German Restructuring Opinion.** □ The German Restructuring Opinion shall have been delivered to the Requisite Junior Lenders, DIC, and the Senior Secured Noteholders, and shall be a positive opinion that is reasonably satisfactory in form and substance to the Requisite Junior Lenders and DIC.

10.1.3. Waiver. □ Any of the conditions set forth in Sections 10.1.1 and 10.1.2 hereof, other than those contained in Sections 10.1.1.1 and 10.1.2.1, may be waived by the Debtors with the consent of the Requisite Junior Lenders, DIC, and the Senior Secured Noteholders, which consent shall not be unreasonably withheld.

10.2. Effect of Failure of Conditions. □ In the event that the conditions specified in Section 10.1 have not been satisfied or waived in accordance with Section 10.1.3 hereof on or before 120 days after the Confirmation Date, then, the Debtors may seek an order from the Bankruptcy Court vacating the Confirmation Order. Such request shall be served upon counsel for the Senior Agent, the Second Lien Agent, the Mezzanine Agent, the DIC Investor, the Committee (if any), the Senior Secured Noteholders, the Revolving Credit Lenders and the U.S. Trustee. If the Confirmation Order is vacated, (i) the Plan shall be null and void in all respects; (ii) any settlement of Claims or Interests provided for hereby shall be null and void without further order of the Bankruptcy Court; and (iii) the time within which the Debtors may assume and assign or reject all Executory Contracts and Unexpired Leases shall be extended for a period of 60 days after the date the Confirmation Order is vacated.

XI. RETENTION OF JURISDICTION

11.1. Bankruptcy Court. □ Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases and the Plan to the fullest extent permitted by law, including, among other things, jurisdiction to:

11.1.1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority or Secured or unsecured status of any Claim or Interest, including, without limitation, the resolution of any request for payment of any Administrative Expense Claim or Priority Tax Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;

11.1.2. hear and rule upon all Causes of Action retained by the Debtors and commenced and/or pursued by the Debtors or the Reorganized Debtors;

11.1.3. resolve any matters related to: (a) the rejection, assumption, or assumption and assignment of any Executory Contract or Unexpired Lease to which any Debtor is a party or with respect to which the Debtors may be liable and to hear, determine, and, if necessary, liquidate any Claims arising therefrom, (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed, and (c) any dispute regarding whether a contract or lease is or was executory or expired;

11.1.4. ensure that Distributions on account of Allowed Claims are accomplished pursuant to the provisions of the Plan;

11.1.5. decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications involving the Debtors that may be pending on the Effective Date;

11.1.6. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

11.1.7. enter such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan, the Plan Supplement, the Disclosure Statement, or the Confirmation Order;

11.1.8. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

11.1.9. resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of the Plan or any contract, instrument, release, or other agreement or document that is executed or created pursuant to the Plan, or any Person's rights arising from or obligations incurred in connection with the Plan or such documents;

11.1.10. approve any modification of the Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code or approve any modification of the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan, the Disclosure Statement, or the Confirmation Order, or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection with the Plan, the Disclosure Statement, or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan;

11.1.11. hear and determine all applications for compensation and reimbursement of expenses of Professionals under the Plan or under sections 330, 331, 363, 503(b), 1103, and 1129(a)(9) of the Bankruptcy Code, which shall be payable by the Debtors, or the Reorganized Debtors, as applicable, only upon allowance thereof pursuant to the order of the Bankruptcy

Court; provided, however, that the fees and expenses of the Debtors incurred after the Confirmation Date, including attorneys' fees, may be paid by the Reorganized Debtors in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court;

11.1.12. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Person with consummation of the Plan, implementation, or enforcement of the Plan or the Confirmation Order;

11.1.13. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

11.1.14. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked, or vacated, or if Distributions pursuant to the Plan are enjoined or stayed;

11.1.15. determine any other matters that may arise in connection with or related to the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement, or document created in connection with the Plan, the Plan Supplement, the Disclosure Statement, or the Confirmation Order;

11.1.16. enforce all orders, judgments, injunctions, releases, exculpations, indemnifications, and rulings entered in connection with the Chapter 11 Cases;

11.1.17. hear and determine all matters related to (i) the property of the Debtors and the Estates from and after the Confirmation Date and (ii) the activities of the Debtors or the Reorganized Debtors;

11.1.18. enter an order or final decree concluding or closing the Chapter 11 Cases; and

11.1.19. hear and determine such other matters as may be provided in the Confirmation Order or as may be authorized under the Bankruptcy Code.

XII. MISCELLANEOUS PROVISIONS

12.1. Plan Supplement.□No later than 5 days prior to the Confirmation Hearing, the Debtors shall File with the Bankruptcy Court the Plan Supplement, which shall contain such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. Holders of Claims or Interests may obtain a copy of the Plan Supplement upon written request to the Balloting and Claims Agent.

12.2. Exemption from Registration Requirements.□Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and Distribution of any securities contemplated by the Plan shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any state or local law requiring registration prior to the offering, issuance, distribution, or sale of securities. In addition, any securities contemplated by the Plan will be

tradable by the recipients thereof, subject to (i) the provisions of section 1145(b)(1) of the Bankruptcy Code; and (ii) the restrictions, if any, on the transferability of such securities and instruments.

12.3. Statutory Fees. □ All fees payable pursuant to section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid by the Debtors on or before the Effective Date.

12.4. Third Party Agreements. □ The Distributions to the various Classes of Claims and Interests hereunder shall not affect the right of any Person to levy, garnish, attach, or employ any other legal process with respect to such Distributions by reason of any claimed subordination rights or otherwise. All of such rights and any agreements relating thereto shall remain in full force and effect, except as compromised and settled pursuant to the Plan.

12.5. Amendment or Modification of Plan. □ As provided in section 1127 of the Bankruptcy Code, modification of the Plan may be proposed in writing by the Debtors at any time before Confirmation, *provided*, that to the extent any such modification would, under the Plan Support Agreement, require the consent of the Requisite Junior Lenders and DIC, such modification shall not be made without the consent of the Requisite Junior Lenders and DIC, each acting reasonably, as provided in the Plan Support Agreement, and *provided further*, that the Plan, as modified, shall meet the requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Debtors shall have complied with section 1125 of the Bankruptcy Code. The Debtors may modify the Plan at any time after Confirmation and before consummation of the Plan, *provided*, that to the extent any such modification would, under the Plan Support Agreement, require the consent of the Requisite Junior Lenders and DIC, such modification shall not be made without the consent of the Requisite Junior Lenders and DIC, each acting reasonably, as provided in the Plan Support Agreement, and *provided further*, that the Plan, as modified, shall meet the requirements of sections 1122 and 1123 of the Bankruptcy Code, and the Debtors shall have complied with section 1125 of the Bankruptcy Code, and the Bankruptcy Court, after notice and a hearing, confirms the Plan as modified, under section 1129 of the Bankruptcy Code, and the circumstances warrant such modifications. Except as specifically provided herein, a Holder of a Claim that has accepted the Plan prior to modification shall be deemed to have accepted such Plan as modified, *provided* that the Plan, as modified, does not materially and adversely change the treatment of the Claim or Interest of such Holder.

12.6. Severability. □ In the event that the Bankruptcy Court determines, prior to the Confirmation Date, that any provision in the Plan is invalid, void, or unenforceable, the Debtors may, at their option, (a) treat such provision as invalid, void, or unenforceable with respect to the Holder or Holders of such Claims or Interests that the provision is determined to be invalid, void, or unenforceable, in which case such provision shall in no way limit or affect the enforceability and operative effect of any other provision of the Plan, *provided*, that, to the extent the treatment of such provision as invalid, void or unenforceable would, under the Plan Support Agreement, require the consent of the Requisite Junior Lenders, the Supporting Junior Prepetition Lenders, or the DIC Investor (or some subset thereof) acting reasonably, and such consent is not obtained, such Requisite Junior Lenders (or the appropriate subset thereof) or Supporting Junior Prepetition Lenders, as applicable, may revoke their vote in favor of the Plan, as modified, or (b)

amend or modify, in accordance with subsection 12.5 above, or revoke or withdraw the Plan, in accordance with subsection 12.7 below.

12.7. Revocation or Withdrawal of Plan. □The Debtors reserve the right, in their sole discretion, to revoke and withdraw the Plan or to adjourn the Confirmation Hearing at any time prior to the occurrence of the Effective Date. If the Debtors revoke or withdraw the Plan, or if Confirmation or consummation does not occur, then (i) the Plan shall be null and void in all respects, (ii) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void, and (iii) nothing contained in the Plan shall (A) constitute a waiver or release of any Claims by or against, or Interests in, such Debtors or any other Person, (B) prejudice in any manner the rights of such Debtors or any other Person, or (C) constitute an admission of any sort by the Debtors or any other Person.

For the avoidance of doubt, if the Confirmation Hearing is adjourned, the Debtors reserve the right to amend, modify, revoke or withdraw the Plan and/or submit any new plan of reorganization at such times and in such manner as they consider appropriate, subject to the provisions of the Bankruptcy Code.

12.8. Rules Governing Conflicts Between Documents. □To the extent any provision of the Disclosure Statement or any other solicitation document may be inconsistent with the terms of the Plan, the terms of the Plan shall be binding and conclusive. In the event of a conflict between the terms or provisions of the Plan and any Plan Documents other than the Plan, the terms of the Plan shall control over such Plan Documents. In the event of a conflict between the terms of the Plan or the Plan Documents, on the one hand, and the terms of the Confirmation Order, on the other hand, the terms of the Confirmation Order shall control.

12.9. Governing Law. □Except to the extent that federal law (including, but not limited to, the Bankruptcy Code and the Bankruptcy Rules) is applicable or the Plan provides otherwise, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without giving effect to its conflicts of law principles.

12.10. Notices. □Any notice required or permitted to be provided under the Plan shall be in writing and served by either (a) certified mail, return receipt requested, postage prepaid, (b) hand delivery, or (c) overnight delivery service, charges prepaid. If to the Debtors, any such notice shall be directed to the following at the addresses set forth below:

Almatis B.V.
Theemsweg 30
3197 KM Botlek
Rotterdam
The Netherlands
Attention: Mr. Remco de Jong

-- with copies to --

Almatis GmbH
Lyoner Strasse 9
60528 Frankfurt am Main
Germany
Attention: Dr. Jesko Kornemann

If to the Debtors:

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166-0193
Attention: Michael A. Rosenthal, Esq.
Matthew K. Kelsey, Esq.

If to the Junior Lenders:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Michael L. Cook, Esq.

If to DIC:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Stephen Karotkin, Esq.
Ted S. Waksman, Esq.
Evan Lederman, Esq.

12.11. Binding Effect. □ The Plan shall be binding upon the Debtors, the Reorganized Debtors, the Holders of all Claims and Interests, parties in interest, Persons, and Governmental Units and their respective successors and assigns.

12.12. No Admissions. □ As to contested matters, adversary proceedings, and other Causes of Action or threatened Causes of Action, nothing in the Plan, the Plan Supplement, the Disclosure Statement, or other Plan Documents shall constitute or be construed as an admission of any fact or liability, stipulation, or waiver, but rather as a statement made in settlement negotiations. The Plan shall not be construed to be conclusive advice on the tax, securities, and other legal effects of the Plan as to Holders of Claims against, or Interests in, the Debtors or any of their subsidiaries and Affiliates.

12.13. Exhibits. □ All Exhibits and Schedules to the Plan are incorporated into and are a part of the Plan as if set forth in full herein.

The undersigned have executed this First Amended Joint Plan of Reorganization as of the 6th day of August, 2010.

Respectfully submitted,

**ALMATIS B.V.
DIC ALMATIS HOLDCO B.V.
DIC ALMATIS MIDCO B.V.
DIC ALMATIS BIDCO B.V.
ALMATIS HOLDINGS 3 B.V.
ALMATIS HOLDINGS 9 B.V.
ALMATIS HOLDINGS 7 B.V.
ALMATIS US HOLDING, INC.
ALMATIS, INC.
ALMATIS ASSET HOLDINGS, LLC
BLITZ F07-NEUNHUNDERT-SECHZIG-DREI GMBH
ALMATIS HOLDINGS GMBH
ALMATIS GMBH**

AS DEBTORS AND DEBTORS IN POSSESSION

By: /s/ Remco de Jong
Name: Remco de Jong
Title: Chief Executive Officer

OF COUNSEL:

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