

[SPECIAL MANAGEMENT BONUS]
[PRINTED ON HEADED NOTEPAPER OF ALMATIS B.V.]

Strictly Private and Confidential

Remco de Jong

[Address]

[Date] 2010

Dear Mr. De Jong,

Special Management Bonus – Key Employees

I am writing to set out the terms upon which Almatris B.V. will pay you a special management bonus subject to and in accordance with the terms and conditions set out below. You are eligible for a special management bonus of up to a maximum of \$1 million (the “**Special Management Bonus**”). The Special Management Bonus shall be payable in two instalments of 50% on the dates and subject to the terms and conditions set out below.

Your Special Management Bonus is conditional upon you signing and returning a copy of this letter to acknowledge that you agree to the terms and conditions contained herein.

1. Definitions. For the purpose of the Special Management Bonus, the following capitalised terms shall have the meanings given to them below, unless the context requires otherwise.

- (a) “**Cause**” means your termination by the Company or any company of the Group for an urgent reason (*dringende reden*) within the meaning of Section 7:678 of the Dutch Civil Code (*Burgerlijk Wetboek*);
- (b) “**Board**” means the board of directors of Almatris B.V.;
- (c) “**Company**” means Almatris B.V.;
- (d) “**Court**” means the United States Bankruptcy Court for the Southern District of New York or such other court having jurisdiction over the bankruptcy, restructuring or insolvency proceeding, or other similar proceeding of each Debtor Affiliate;

- (e) **“Debtor Affiliates”** means the Affiliates of the Companies which are currently subject to Chapter 11 proceedings before the Court in the United States of America;
- (f) **“Effective Date”** has the meaning given to it in the amended chapter joint plan of reorganization of the Companies’ debtors;
- (g) **“Free Operating Cash Flow”** means EBITDA before restructuring fees, less changes in net working capital, less capex (other than China Capex);
- (h) **“FY10 Target EBITDA”** means the forecast EBITDA of US\$96.3 million (excluding, for the avoidance of doubt, restructuring fees) for the 2010 financial year;
- (i) **“Group”** means Almatris Topco 1 and its direct and indirect subsidiary entities from time to time;
- (j) **“Second Payment Date”** means the latest of: (i) 15 January 2011; (ii) 14 days after adoption of the full year audited consolidated accounts of Almatris Topco 1 for the financial year ending 31 December 2010; and (iii) 60 days after the Effective Date;

2. Bonus components. The Special Management Bonus consists of two parts:

- (a) An amount of US\$ 500,000. This amount will be paid 14 days after the Effective Date.
- (b) A performance related amount of up to a maximum of US\$ 500,000 (**“Second Payment”**) in accordance with the provisions of paragraph 3. The Second Payment will be payable on the Second Payment Date.

3. Bonus targets.

- (a) The Second Payment will be conditional on the achievement of the following targets:
 - (i) the Effective Date having occurred;
 - (ii) the Group having achieved, by 31 December 2010, at least 90% of FY10 Target EBITDA.
 - (iii) the Group’s Free Operating Cash Flow for (a) the 2010 financial year, or (b) if the Effective Date occurs after 31 October 2010, for the period from 1 January

2010 to the date which is 60 days after the Effective Date, in both cases being not more than 10% lower than US\$52.7 million;

- (iv) at least US\$10 million of capital expenditure having been committed towards China Capex before 31 December 2010 (unless the board of directors of Almatris Topco 1 shall have determined not to make such expenditures or shall have failed to approve management's proposals by 21 September 2010),

and provided that you have not given notice of termination of your employment with the Group or having received notice of termination of your employment with the Group for Cause, in either case on or before the Second Payment Date/

- (b) In the event that the Group achieves, by 31 December 2010, at least 90% but less than 95% of FY10 Target EBITDA, then the Second Payment will amount to a maximum of US\$375,000. If the Group achieves, by 31 December 2010, at least 95% of FY10 Target EBITDA, then the Second Payment will amount to a maximum of US\$500,000.

4. Existing bonus arrangements. The Special Management Bonus will be in addition to any ordinary course contractual performance bonuses that may otherwise be payable to you in respect of the 2009 and 2010 financial years, including, without limitation, any payments due in accordance with the Almatris Topco 1's stock option plan.

5. Taxes. Payment of the Special Management Bonus shall be subject to such deductions and withholdings as are required by applicable law (including national and local taxes and/or social security contributions).

6. Miscellaneous

- (a) The Company's obligation to pay the Special Management Bonus is subject to approval by the Court.
- (b) The Special Management Bonus does not qualify as terms and conditions of employment and does not create rights for future years. The Special Management Bonus shall not be included in the calculations of any severance or similar payments.
- (c) The Company may process your personal data, such as name, function, date of birth, address, Special Management Bonus and other data associated herewith. This data is processed for purposes of administrating and executing the Special Management

Bonus in the broadest sense. The Company may transfer your data to any company of the Group and any court or authority located in the United States. The United States does not provide an adequate level of data protection for the above-mentioned purposes. At all times you have the right to access your personal data and, in the event the data is incorrect or irrelevant considering the purposes of processing, the right to request correction, removal or blocking thereof. Requests may be submitted to the Company. By signing this letter you agree to the transfer of your personal data to the Company, the company's of the Group and any required court or authority located in the United States, Germany and the Netherlands for purposes of administrating, approving and executing the Special Management Bonus and you acknowledge that you are free to refuse, as well as to withdraw your consent at any time.

7. Governing law and choice of forum

- (a) All matters relating to the Special Management Bonus shall be governed exclusively by the laws of the Netherlands.
- (b) All disputes arising in connection with the Special Management Bonus, including disputes concerning the existence and validity thereof, shall be resolved by the competent court of Amsterdam, the Netherlands.

Yours sincerely,

[name]

[title]

Almatis B.V.

Date:

For acknowledgement:

Remco de Jong

Date:

[SPECIAL MANAGEMENT BONUS]
[PRINTED ON HEADED NOTEPAPER OF ALMATIS GmbH.]

Strictly Private and Confidential

Charles Herlinger

[Address]

[Date] 2010

Dear Mr. Herlinger,

Special Management Bonus – Key Employees

I am writing to set out the terms upon which Almatiss, GmbH. will pay you a special management bonus subject to and in accordance with the terms and conditions set out below. You are eligible for a special management bonus of up to a maximum of \$1 million (the “**Special Management Bonus**”). The Special Management Bonus shall be payable in two instalments of 50% on the dates and subject to the terms and conditions set out below.

Your Special Management Bonus is conditional upon you signing and returning a copy of this letter to acknowledge that you agree to the terms and conditions contained herein.

1. Definitions. For the purpose of the Special Management Bonus, the following capitalised terms shall have the meanings given to them below, unless the context requires otherwise.

- (a) “**Cause**” means your termination by the Company or any company of the Group for “good cause” within the meaning of Article 626 of the German Civil Code;
- (b) “**Board**” means the board of directors of Almatiss, GmbH.;
- (c) “**Company**” means Almatiss, GmbH.;
- (d) “**Court**” means the United States Bankruptcy Court for the Southern District of New York or such other court having jurisdiction over the bankruptcy, restructuring or insolvency proceeding, or other similar proceeding of each Debtor Affiliate;
- (e) “**Debtor Affiliates**” means the Affiliates of the Companies which are currently subject to Chapter 11 proceedings before the Court in the United States of America;

- (f) “**Effective Date**” has the meaning given to it in the amended chapter joint plan of reorganization of the Companies’ debtors;
- (g) “**Free Operating Cash Flow**” means EBITDA before restructuring fees, less changes in net working capital, less capex (other than China Capex);
- (h) “**FY10 Target EBITDA**” means the forecast EBITDA of US\$96.3 million (excluding, for the avoidance of doubt, restructuring fees) for the 2010 financial year;
- (i) “**Group**” means Almatris Topco 1 and its direct and indirect subsidiary entities from time to time;
- (j) “**Second Payment Date**” means the latest of: (i) 15 January 2011; (ii) 14 days after adoption of the full year audited consolidated accounts of Almatris Topco 1 for the financial year ending 31 December 2010; and (iii) 60 days after the Effective Date;

2. Bonus components. The Special Management Bonus consists of two parts:

- (a) An amount of US\$ 500,000. This amount will be paid 14 days after the Effective Date.
- (b) A performance related amount of up to a maximum of US\$ 500,000 (“**Second Payment**”) in accordance with the provisions of paragraph 3. The Second Payment will be payable on the Second Payment Date.

3. Bonus targets.

- (a) The Second Payment will be conditional on the achievement of the following targets:
- (i) the Effective Date having occurred;
 - (ii) the Group having achieved, by 31 December 2010, at least 90% of FY10 Target EBITDA;
 - (iii) the Group’s Free Operating Cash Flow for (a) the 2010 financial year, or (b) if the Effective Date occurs after 31 October 2010, for the period from 1 January 2010 to the date which is 60 days after the Effective Date, in both cases being not more than 10% lower than US\$52.7 million;

and provided that you have not given notice of termination of your employment with the Group or having received notice of termination of your employment with the Group for Cause, in either case on or before the Second Payment Date.

- (b) In the event that the Group achieves, by 31 December 2010, at least 90% but less than 95% of FY10 Target EBITDA, then the Second Payment will amount to a maximum of US\$375,000. If the Group achieves, by 31 December 2010, at least 95% of FY10 Target EBITDA, then the Second Payment will amount to a maximum of US\$500,000

4. Existing bonus arrangements. The Special Management Bonus will be in addition to any ordinary course contractual performance bonuses that may otherwise be payable to you in respect of the 2009 and 2010 financial years, including, without limitation, any payments due in accordance with the Almatris Topco 1's stock option plan.

5. Taxes. Payment of the Special Management Bonus shall be subject to such deductions and withholdings as are required by applicable law (including national and local taxes and/or social security contributions).

6. Miscellaneous

- (a) The Company's obligation to pay the Special Management Bonus is subject to approval by the Court.
- (b) The Special Management Bonus does not qualify as terms and conditions of employment and does not create rights for future years. The Special Management Bonus shall not be included in the calculations of any severance or similar payments.
- (c) By signing this letter for acceptance, you expressly consent to the Company and each company of the Group processing your personal data and to transferring such personal data outside the European Economic Area to the extent strictly necessary to administer the Special Management Bonus and comply with any regulatory requirements (and for no other purpose).

7. Governing law and choice of forum

- (a) All matters relating to the Special Management Bonus shall be governed exclusively by the laws of Germany.

- (b) All disputes arising in connection with the Special Management Bonus, including disputes concerning the existence and validity thereof, shall be resolved by the competent court of Germany.

Yours sincerely,

[name]

[title]

Almatis GmbH

Date:

For acknowledgement:

Charles Herlinger

Date: