

## PLAN SUPPORT AGREEMENT

This Plan Support Agreement, dated as of July [ ], 2010, is entered into by and among (i) Dubai International Capital LLC (“**DIC**”); (ii) Almatris B.V., Almatris Holdings 7 B.V., Almatris Holdings 9 B.V., Almatris Holdings 3 B.V., each with a corporate seat in Rotterdam, DIC Almatris Bidco B.V., DIC Almatris Midco B.V., DIC Almatris Holdco B.V., each with a corporate seat in Amsterdam, Almatris US Holding, Inc., Almatris, Inc., Almatris Asset Holdings LLC, Blitz F07-neunhundert-sechzig-drei GmbH, Almatris Holdings GmbH, and Almatris GmbH (each an “**Affiliate**” and collectively, the “**Almatris Group**”); and (iii) the holders of Junior Prepetition Indebtedness (defined below) that execute this Plan Support Agreement (each such holder that executes this Plan Support Agreement as of the date hereof or in the future, a “**Supporting Junior Prepetition Lender**,” and collectively, the “**Supporting Junior Prepetition Lender Group**”). The Almatris Group, DIC, and each Supporting Junior Prepetition Lender are each sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

WHEREAS, on April 30, 2010 (the “**Petition Date**”), each of Almatris B.V., DIC Almatris Holdco B.V., DIC Almatris Midco B.V., DIC Almatris Bidco B.V., Almatris Holdings 3 B.V., Almatris Holdings 9 B.V., Almatris Holdings 7 B.V., Almatris US Holding, Inc., Almatris, Inc., Almatris Asset Holdings LLC, Blitz F07-neunhundert-sechzig-drei GmbH, Almatris Holdings GmbH, and Almatris GmbH (collectively, the “**Debtors**”) commenced with the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) a voluntary case (collectively, the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”);

WHEREAS, on April 30, 2010, the Debtors filed their *Joint Prepackaged Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 19] (the “**Plan**”) and their *Disclosure Statement With Respect to Joint Prepackaged Plan of Reorganization for the Debtors Under Chapter 11 of the Bankruptcy Code* [Docket No. 20] (the “**Disclosure Statement**”);

WHEREAS, Almatris B.V., Almatris US Holding, Inc., and Almatris Holdings GmbH are borrowers and/or guarantors under that certain Senior and Second Lien Facilities Agreement, dated October 31, 2007 (as amended, supplemented, or otherwise modified, the “**Senior Credit Agreement**” and together with all Finance Documents (as defined in the Senior Credit Agreement), and agreements, documents, notes, instruments, and any other agreements delivered pursuant thereto or in connection therewith, the “**Senior Credit Facility**”), which provides for certain Term Facilities, Revolving Facilities, and Ancillary Facilities (as these terms are defined in the Senior Credit Agreement);

WHEREAS, Almatris B.V. and Almatris Holdings GmbH, as borrowers pursuant to the second lien subfacilities (the “**Second Lien Credit Facility**”) provided for under the Senior Credit Agreement, received loans from UBS Limited, as Lead Arranger, Senior Agent, and Security Trustee, and the other lender parties thereto from time to time including UBS AG, London Branch (collectively, the “**Second Lien Lenders**”) in the principal amount of approximately €52 million (equivalent to approximately \$75 million at the Senior Agent’s rate of exchange on December 18, 2007);

WHEREAS, Almatris B.V. and Almatris Holdings GmbH, among others, are parties to certain swap transactions concluded under the following ISDA Master Agreements: that certain ISDA Master Agreement, dated January 4, 2008, between UBS Limited (a “**Hedge Counterparty**” and, together with UBS AG, London Branch and Commerzbank Aktiengesellschaft in their capacities as parties to the relevant Interest Rate Swaps below, the “**Hedge Counterparties**”) and Almatris B.V., that certain ISDA Master Agreement, dated January 4, 2008, between UBS AG, London Branch and Almatris Holdings GmbH, that certain ISDA Master Agreement, dated January 4, 2008, between UBS AG, London Branch and Almatris US Holding Inc., that certain ISDA Master Agreement, dated January 14, 2008, between Almatris Holdings GmbH and Commerzbank Aktiengesellschaft, and that certain ISDA Master Agreement, dated March 20, 2008, between Almatris B.V. and Commerzbank Aktiengesellschaft (collectively, the “**Interest Rate Swaps**”), and the obligations under which Interest Rate Swaps rank *pari passu* with the indebtedness owed under or pursuant to the Senior Credit Facility;

WHEREAS, Almatris B.V. and Almatris Holdings 9 B.V. are borrowers and certain of their Affiliates are guarantors pursuant to that certain Mezzanine Facility Agreement, dated October 31, 2007 (as amended, supplemented, or otherwise modified, the “**Mezzanine Credit Agreement**,” and together with all Finance Documents (as defined in the Mezzanine Credit Agreement), and agreements, documents, notes, instruments, and any other agreements delivered pursuant thereto or in connection therewith, the “**Mezzanine Credit Facility**”);

WHEREAS, DIC Almatris Bidco B.V. is the borrower under a junior mezzanine credit facility and DIC Almatris Midco B.V., DIC Almatris Bidco B.V., Almatris Holdings 3 B.V., Almatris Holdings 9 B.V., and Almatris B.V. are guarantors pursuant to that certain Junior Mezzanine Facility Agreement, dated November 11, 2007 (as amended, supplemented or otherwise modified, the “**Junior Mezzanine Credit Agreement**” and together with all Finance Documents (as defined in the Junior Mezzanine Credit Agreement) and agreements, documents, notes, instruments, and any other agreements delivered pursuant thereto or in connection therewith, the “**Junior Mezzanine Credit Facility**” and together with the Mezzanine Credit Facility and the Second Lien Credit Facility, the “**Junior Credit Facilities**”);

WHEREAS, as of the Petition Date, there remains approximately \$355.9 million outstanding (including accrued interest) under the Junior Credit Facilities (the “**Junior Prepetition Indebtedness**”);

WHEREAS, on the date hereof, the Supporting Junior Prepetition Lenders are comprised of holders of more than one-half in number and at least two-thirds in amount of the Junior Prepetition Indebtedness under each of the Junior Credit Facilities;

WHEREAS, outstanding indebtedness as of the Petition Date under (i) the Senior Credit Facility and the Junior Credit Facilities (collectively, the “**Prepetition Credit Facilities**”) and (ii) the Interest Rate Swaps (the indebtedness referred to in (i) and (ii) of this clause collectively, the “**Prepetition Indebtedness**”) are subject to a certain Intercreditor Agreement, dated October 31, 2007 (as amended, supplemented or otherwise modified, the “**Intercreditor Agreement**”);

WHEREAS, in connection with the Prepetition Indebtedness and pursuant to the Transaction Security Documents (as defined in each of the Senior Credit Agreement, the Mezzanine Credit Agreement and the Junior Mezzanine Credit Agreement, collectively, the “**Credit Agreements**”), the Almatris Group (other than DIC Almatris Holdco B.V.) has granted rights in certain collateral (the “**Collateral**”) as security for repayment of the Prepetition Indebtedness;

WHEREAS, as of the date hereof, the Almatris Group owes approximately US\$1.032 billion in aggregate principal amount in respect of the Prepetition Indebtedness;

WHEREAS, after (a) execution and delivery of (i) this Plan Support Agreement by the Supporting Junior Prepetition Lenders and DIC, (ii) the binding commitment letters and term sheets attached to the Restructuring Term Sheet (defined below) as **Schedules 4 and 5** (the “**Funding Commitment Term Sheets**”) from GSO Capital Partners, LP, J.P. Morgan Securities Ltd., J.P. Morgan plc, JPMorgan Chase Bank N.A., Merrill Lynch International, Bank of America N.A., GoldenTree Asset Management LP and Sankaty Credit Opportunities IV, L.P. (collectively, the “**Funding Parties**”) providing for the funding required to consummate the Restructuring (defined below) implemented by the Amended Plan (as defined below), (iii) the Equity Commitment Letter attached to the Restructuring Term Sheet as **Schedule 7** by DIC (the “**Equity Commitment Letter**”), and (iv) that certain Escrow Agreement attached to the Restructuring Term Sheet as **Schedule 6** (the “**Escrow Agreement**”) by the parties thereto and (b) deposit by DIC of the Equity Contribution (as defined in the Escrow Agreement) with the Escrow Agent under the Escrow Agreement, the Almatris Group intends to promptly file a motion (the “**Authorization Motion**”) seeking entry of an order by the Bankruptcy Court (the “**Authorization Order**”) authorizing the Almatris Group to, among other things, (i) enter into this Plan Support Agreement, (ii) enter into the Funding Commitment Term Sheets, and (iii) pay any fees and expense reimbursements required by the Funding Commitment Term Sheets; ;

WHEREAS, after the Bankruptcy Court enters the Authorization Order, the Almatris Group intends to promptly file the Amended Plan and its related disclosure statement (the “**Amended Disclosure Statement**”), seek Bankruptcy Court approval of the Amended Disclosure Statement, and seek confirmation of the Amended Plan, and the

Amended Plan and Amended Disclosure Statement will replace and supersede in all respects the Plan and Disclosure Statement;

WHEREAS, any Supporting Junior Prepetition Lender that holds Junior Prepetition Indebtedness, both on account of its proprietary ownership interests in the Junior Prepetition Indebtedness (including any participation therein transferred previously or in the future to a third party) and on account of ownership interests in the Junior Prepetition Indebtedness held on behalf of other beneficial owners, whether now or in the future, shall be deemed to have executed, and to be bound by, this Plan Support Agreement solely with respect to the proprietary ownership interests in the Junior Prepetition Indebtedness held by such Supporting Junior Prepetition Lender (including any participation therein held now or in the future by a third party) and no other beneficial owner shall be bound by this Plan Support Agreement, unless and until such other beneficial owner executes an execution page to this Plan Support Agreement on its own behalf or through an agent with specific, written authority to execute such Plan Support Agreement;

WHEREAS, the Parties desire to implement a financial restructuring (the “**Restructuring**”) of the Almatris Group, the terms and conditions of which are set forth in that certain amended joint plan of reorganization (the “**Amended Plan**”) for all of the members of the Almatris Group under chapter 11 of the Bankruptcy Code (as the same may be further amended from time to time in accordance with the terms of this Plan Support Agreement), which Amended Plan, including the Restructuring Term Sheet (the “**Restructuring Term Sheet**”) referenced therein, is annexed hereto as **Annexes A and B** and incorporated by reference herein;

WHEREAS, the Parties intend to implement the Restructuring through confirmation of the Amended Plan pursuant to the provisions of the Bankruptcy Code;

WHEREAS, subject and pursuant to the terms of this Plan Support Agreement, the Parties have agreed to support confirmation of and, with respect to the Supporting Junior Prepetition Lender Group and to the extent legally permissible, vote to accept the Amended Plan;

WHEREAS, the Almatris Group intends, following approval of the Amended Disclosure Statement, to promptly commence solicitation of votes on the Amended Plan and to seek confirmation of the Amended Plan;

WHEREAS, the Almatris Group intends to use commercially reasonable efforts to obtain Bankruptcy Court confirmation of the Amended Plan;

WHEREAS, in expressing such support and commitment, the Parties do not desire and do not intend in any way to derogate from or diminish the solicitation requirements of applicable law, including chapter 11 of the Bankruptcy Code, or the fiduciary duties of the Almatris Group or any other Party;

## AGREEMENT

NOW, THEREFORE, in consideration of the conditional promises and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Amended Plan or the Prepetition Credit Facilities (as applicable). In the event of any inconsistencies between the terms of this Plan Support Agreement and the Amended Plan, the Amended Plan shall govern.

**2. The Almatris Group's Support.** The Almatris Group believes that prompt consummation of the Amended Plan will best facilitate the Almatris Group's business and financial restructuring and is in the best interests of the Almatris Group's stakeholders (including creditors and other parties-in-interest). Accordingly, the Almatris Group hereby expresses its intention to seek confirmation of the Amended Plan. Without limiting the generality of the foregoing, for so long as this Plan Support Agreement is not terminated in the manner set forth in Sections 8 and 9 hereof or does not otherwise cease to be effective, the Almatris Group agrees:

a. as soon as reasonably practicable after the (x) execution and delivery of (i) this Plan Support Agreement by the Supporting Junior Prepetition Lenders and DIC, (ii) the Funding Commitment Term Sheets by the Funding Parties, (iii) the Equity Commitment Letter by DIC, and (iv) the Escrow Agreement by the parties thereto, and (y) deposit by DIC of the Equity Contribution (as defined in the Escrow Agreement) with the Escrow Agent under the Escrow Agreement, the Debtors shall file the Authorization Motion;

b. as soon as reasonably practicable after entry of the Authorization Order in form and substance reasonably satisfactory to the Almatris Group, the Funding Parties, and the Supporting Junior Prepetition Lender Group, the Debtors shall file the Amended Plan and the Amended Disclosure Statement with the Bankruptcy Court and use their commercially reasonable efforts to obtain Bankruptcy Court approval of the Amended Disclosure Statement as soon as reasonably practicable;

c. to use commercially reasonable efforts to obtain confirmation of the Amended Plan as soon as reasonably practicable, in accordance with the Bankruptcy Code, and on terms consistent with this Plan Support Agreement, and to take such actions as may be necessary or appropriate to obtain confirmation of the Amended Plan;

d. to otherwise use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper, or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by the Amended Plan at the earliest date practicable, including,

without limitation, upon entry of the Authorization Order promptly terminating its obligations under, and withdrawing its support for, that certain “Almatis Plan Support Agreement” annexed as Exhibit E to the Disclosure Statement;

e. not to pursue, propose, support, or encourage the pursuit, proposal, or support of, any plan of reorganization for the Almatis Group that is inconsistent with the Amended Plan;

f. to provide draft copies of the Amended Plan, the Amended Disclosure Statement, the proposed Confirmation Order (defined below), the solicitation materials, and pleadings and exhibits related to the foregoing to counsel to the Supporting Junior Prepetition Lender Group and counsel to DIC at least three (3) business days prior to the date when the Almatis Group intends to file such documents with the Bankruptcy Court and to consult in good faith with the Supporting Junior Prepetition Lender Group and DIC regarding the form and substance of any such proposed filing with the Bankruptcy Court.

In all events, the agreements of the Almatis Group in this Plan Support Agreement, including, without limitation, this Section 2 shall not:

(i) prevent the exercise (after consultation with its outside legal counsel) by any Almatis Group company’s board of directors (or its equivalent) or officers of their fiduciary duties (which may include initiating Dutch corporation action or litigation);

(ii) require any Almatis Group company to breach any legal or statutory requirement or any order or direction of any court or governmental body (where such impediment cannot be overcome taking reasonable steps) or to waive or forego the benefit of any applicable attorney/client privilege; or

(iii) restrict, or attempt to restrict, any director or officer of any entity in the Almatis Group or any affiliate thereof (any such entity, an "*Almatis Entity*") from complying with any legal obligation to commence insolvency or similar proceedings in respect of the relevant Almatis Entity (after advice from its outside legal counsel).

**3. Plan Support.** For so long as this Plan Support Agreement is not terminated in the manner set forth in Sections 8 and 9 hereof or does not otherwise cease to be effective, and the Amended Plan conforms in all material respects to the Amended Plan attached hereto, as may be amended from time to time in accordance with the provisions of Section 13 hereof, each Supporting Junior Prepetition Lender and DIC agrees, subject to, in the case of clause (b) below, its receipt of the Amended Disclosure Statement following the Bankruptcy Court’s approval thereof:

a. to support confirmation of the Amended Plan;

b. to vote (i) all Junior Prepetition Indebtedness held or controlled, directly or indirectly, by such Supporting Junior Prepetition Lender and (ii) any and all Claims (as defined by section 101(5) of the Bankruptcy Code) against any member of the Almatris Group, now or hereafter owned, held or controlled, directly or indirectly, by such Supporting Junior Prepetition Lender to accept the Amended Plan (and any amendments, waivers, or consents required in connection with the Amended Plan) by timely delivering its duly executed and completed ballot (the “*Plan Ballot*”) following the commencement of the solicitation of acceptances of the Amended Plan and its actual receipt and review of the solicitation materials;

c. not to withdraw, change, or revoke (or cause to be withdrawn, changed, or revoked) its vote with respect to the Amended Plan;

d. not to pursue, propose, support, or encourage the pursuit, proposal, or support of any chapter 11 plan or other restructuring or reorganization for, or the liquidation of the Almatris Group (directly or indirectly), that is inconsistent with the Amended Plan, including, without limitation, any restructuring, reorganization, or liquidation proceeding in any jurisdiction other than the United States of America;

e. not to encourage any other person or entity to delay, impede, appeal, or take any other negative action, directly or indirectly, to interfere with the acceptance or implementation of the Amended Plan;

f. not to commence any proceeding or prosecute, join in, or otherwise support any objection opposing confirmation or otherwise objecting to the Amended Plan;

g. to support the Almatris Group in all desirable or necessary steps to secure the recognition of the Amended Plan in any jurisdiction for all entities to be bound thereby;

h. to consent to, or take any other actions reasonably necessary for, the implementation of the Restructuring;

i. to consent to, and support, the use by the Almatris Group of cash collateral, as that term is defined in that certain Cash Collateral Order, dated May 17, 2010 (Docket No. 113) or any similar order providing for the use of cash collateral on substantially similar terms, provided, however, that any such substantially similar order providing for the use of cash collateral need only provide such consent and approval rights to the Senior Lenders (as defined in the currently filed Plan) as may be agreed by the Almatris Group or ordered by the Bankruptcy Court;

j. to negotiate in good faith with the Almatris Group regarding any and all definitive documents reasonably necessary to implement the Amended Plan.

Notwithstanding the foregoing, nothing in this Plan Support Agreement shall be construed to (i) require any Supporting Junior Prepetition Lender or DIC to participate in any exit financing or (ii) prohibit any Supporting Junior Prepetition Lender or DIC from appearing as a party-in-interest in any matter to be adjudicated in the Chapter 11 Cases, as long as such appearance and the positions advocated in connection therewith are not materially inconsistent with this Plan Support Agreement and the Amended Plan and are not for the purpose of hindering, delaying, or preventing the consummation of the Amended Plan.

#### **4. Acknowledgements and Instructions.**

a. While the Parties agree herein to support confirmation of the Amended Plan on the terms set forth herein, this Plan Support Agreement is not, and shall not be deemed to be, a solicitation of acceptances of the Amended Plan in contravention of section 1125(b) of the Bankruptcy Code.

b. Each Party acknowledges that no securities of the Almatix Group are being offered or sold hereby and that this Plan Support Agreement constitutes neither an offer to sell nor a solicitation to buy any securities of the Almatix Group.

c. Each of the Parties hereto agrees to negotiate in good faith all amendments and modifications to the Amended Plan as may be reasonably necessary and appropriate to obtain Bankruptcy Court confirmation of the Amended Plan pursuant to a final order of the Bankruptcy Court; provided that such amendments are not inconsistent, except as may be approved in accordance with the provisions of Section 13 hereof, in any material respect with the terms set forth in the Amended Plan.

d. Each of the Parties hereto agrees to use commercially reasonable efforts to mitigate any tax liabilities that may arise in connection with the Restructuring.

e. Each of the Parties hereto agrees to do all things reasonably necessary and appropriate in furtherance of confirming the Amended Plan and consummating the transactions contemplated by the Amended Plan in accordance with, and within the time frames contemplated by, this Plan Support Agreement.

f. Each of the Parties agrees to use commercially reasonable efforts to ensure that professional services for the Restructuring are provided as efficiently and cost effectively as possible, avoiding duplication to the extent practicable.

g. Each of the Parties hereto consents to the adoption and implementation, on and subject to the occurrence of the Effective Date of the Amended Plan, of the MIP Term Sheet and Management Term Sheet, annexed to the Restructuring Term Sheet as **Schedules 2A and 2D**, and the term sheets for the Key Employee Incentive Plan and the Key Senior Employee Incentive Plan, annexed to the Restructuring Term Sheet as **Schedules 2B and 2C** (collectively, the “*KEIP Plans*”), and each of the Parties hereto consents to the assumption, without modification, on and subject to the occurrence of the



Effective Date of the Amended Plan, of any employment agreements in effect immediately preceding the filing of the Chapter 11 Cases between the Almatris Group and any of its employees who are employed on the Effective Date of the Amended Plan (including the employment agreements with executive management, Remco de Jong and Charles Herlinger, each, an “*Executive Employment Agreement*”). Notwithstanding anything to the contrary in this Plan Support Agreement, the Almatris Group’s employees (including executive management) are entitled to rely on the agreements set forth in this paragraph (g) of Section 4 of this Plan Support Agreement.

**5. Limitations on Transfer of Prepetition Indebtedness.** As long as this Plan Support Agreement has not been terminated pursuant to Sections 8 and 9 hereof and the Confirmation Date (defined in the Amended Plan) and Effective Date (defined in the Amended Plan) of the Amended Plan have not occurred, no Supporting Junior Prepetition Lender may, (a) directly or indirectly, sell, assign, transfer, hypothecate, grant any option or right to acquire, or otherwise dispose of its right, title, or interest (legal, beneficial, or otherwise) in respect of any of such Supporting Junior Prepetition Lender’s Junior Prepetition Indebtedness, in whole or in part, or any interest therein, or (b) grant any proxies, deposit any of such Supporting Junior Prepetition Lender’s Junior Prepetition Indebtedness into a voting trust, or enter into a voting agreement with respect to any such Junior Prepetition Indebtedness (collectively, a “*Transfer*”), unless the Transfer is carried out in compliance with the terms of the Credit Agreements (as applicable) and the purchaser, assignee, or transferee (the “*Transferee*”) agrees in writing, in the form attached hereto (with any conforming, non-substantive modifications as may be required) as Annex C (such writing a “*Transferee Acknowledgement*”), at the time of such Transfer, to be bound by all of the terms of this Plan Support Agreement in its entirety, without revisions, as a Party hereto. Upon execution of the Transferee Acknowledgement, the Transferee shall become a Supporting Junior Prepetition Lender. Any Transfer not effected in accordance with the foregoing shall be deemed to be null and void *ab initio*. In the event of a Transfer, the transferor (the “*Transferor*”) shall, within three (3) business days after such Transfer, provide notice of such Transfer to counsel to the Almatris Group and counsel to DIC, together with a copy of the Transferee Acknowledgement and, if the Transferor has effected the Transfer of all of its claims subject to this Plan Support Agreement, then such Transferor shall, upon such Transfer becoming effective, automatically be released from any further obligations hereunder.

**6. Further Acquisition of Junior Prepetition Indebtedness.** This Plan Support Agreement shall in no way be construed to preclude any member of the Supporting Junior Prepetition Lender Group, or any of its subsidiaries or affiliates, from acquiring additional Junior Prepetition Indebtedness (the “*Additional Junior Prepetition Indebtedness*”) or other claims against the Almatris Group. Any Additional Junior Prepetition Indebtedness or claims so acquired shall be automatically subject to the terms of this Plan Support Agreement. Each Acquiring Supporting Junior Prepetition Lender, or any of its subsidiaries or affiliates, shall promptly (but no later than three (3) business days after such acquisition) inform counsel to the Almatris Group and counsel to DIC of the acquisition of the Additional Junior Prepetition Indebtedness or other claims. No

Supporting Junior Prepetition Lender may create a subsidiary or affiliate for the purpose of acquiring any Junior Prepetition Indebtedness or any other claims against or interests in the Almatris Group without causing such subsidiary or affiliate to become a Party hereto before acquiring such Junior Prepetition Indebtedness.

**7. Termination Events.** Subject in each case to the provisions of Section 8 hereof, this Plan Support Agreement may be terminated in accordance with Section 8 hereof upon the occurrence of any of the following events (each, a “**Termination Event**”):

a. Any of the Parties shall have breached any of its material obligations under this Plan Support Agreement as set forth herein;

b. The Debtors fail to file the Authorization Motion, in form and substance reasonably acceptable in all material respects to the Almatris Group, the Requisite Junior Lenders (as defined below) and DIC, in the Bankruptcy Court by the date that is three (3) business days after the latest to occur of (i) the execution and delivery of (A) the Equity Commitment Letter by DIC, and (B) the Escrow Agreement by the parties thereto and (ii) the deposit by DIC of the Equity Contribution with the Escrow Agent pursuant to the Escrow Agreement. ;

c. The Authorization Order shall not have been entered by the Bankruptcy Court within twenty-one (21) days after filing of the Authorization Motion;

d. The Debtors fail to file the Amended Plan and the Amended Disclosure Statement, which as to the Amended Disclosure Statement and any amendments or modifications thereto must be in form and substance reasonably acceptable in all material respects to the Almatris Group, the Requisite Junior Lenders (as defined below), and DIC, in the Bankruptcy Court within five (5) business days of the entry of the Authorization Order;

e. The order (i) approving the Amended Disclosure Statement and the solicitation procedures and materials, and (ii) setting a hearing to confirm the Amended Plan (the “**Disclosure Statement Order**”) in form and substance reasonably acceptable in all material respects to the Almatris Group, those Supporting Junior Prepetition Lenders holding at least 66⅔% of the outstanding principal amount of each of the Second Lien Credit Facility, Mezzanine Credit Facility, and Junior Mezzanine Credit Facility (determined on a separate facility by facility basis) held by all Supporting Junior Prepetition Lenders who are Parties hereto (the “**Requisite Junior Lenders**”) and DIC, shall not have been entered by the Bankruptcy Court within sixty (60) days after filing of the Amended Disclosure Statement;

f. Solicitation pursuant to the Amended Disclosure Statement with respect to the Amended Plan has not commenced on or before the date which is five (5) business days after the Bankruptcy Court’s entry of the Disclosure Statement Order;

g. The order (the “**Confirmation Order**”) confirming the Amended Plan and approving all exhibits, appendices, Amended Plan supplement documents, and all related documents, each (including the Confirmation Order) in form and substance reasonably acceptable in all material respects to the Almatris Group, the Requisite Junior Lenders and DIC, shall not have been entered by the Bankruptcy Court within sixty (60) days after entry of the order approving the Amended Disclosure Statement.

h. The Confirmation Order, once entered, shall have been modified, amended, reversed, or vacated in any material respect without the prior written consent of the Requisite Junior Lenders and DIC;

i. Any of the Chapter 11 Cases shall have been dismissed or converted to a case under chapter 7 of the Bankruptcy Code;

j. An order shall have been entered and become a final, nonappealable order (the “**Final Order**”) declaring this Plan Support Agreement to be unenforceable;

k. Entry of an order by the Bankruptcy Court denying confirmation of the Amended Plan;

l. The Effective Date of the Amended Plan shall not have occurred within thirty (30) days after the Confirmation Order becomes final and nonappealable or, if earlier, one hundred eighty (180) days after entry of the Confirmation Order

m. Any Affiliate files, propounds, or otherwise supports any plan of reorganization in the Chapter 11 Cases other than the Amended Plan or files any motion or pleading with the Bankruptcy Court that is not consistent in any material respect with this Plan Support Agreement or the Amended Plan;

n. The Almatris Group withdraws the Amended Plan or publicly announces its intention not to support the Amended Plan;

o. The Almatris Group (acting by their respective boards of directors (or equivalent) or otherwise), or any member thereof, has determined in good faith, after consultation with its outside legal counsel, that continued performance of its obligations under this Plan Support Agreement or any actions contemplated thereby, including, the filing and prosecution of the Amended Plan as provided herein, would or would be reasonably likely to cause a breach of any applicable law (including any actions that would or would be reasonably likely to be contrary to the duties (including, without limitation, the fiduciary duties) of the directors, managers, or officers (or their equivalent)) or any order or direction of any court or any governmental body would or would be reasonably likely to result in a significant risk of liability (whether criminal, civil, or otherwise) to any director, manager, or officer (or its equivalent) of any such member;

p. Except as contemplated by this Plan Support Agreement or the Amended Plan, insolvency or similar proceedings are commenced by or against any Affiliate in a jurisdiction other than the United States of America unless such insolvency or similar proceedings are discharged, stayed, or dismissed or a plan that supports the Amended Plan is filed in the respective proceeding, within thirty (30) days of commencement, and with respect to any member of the Almatris Group organized under the laws of the Federal Republic of Germany (each, a “**German Company**”) only, an insolvency plan (Insolvenzplan) has been filed that supports the Amended Plan by the relevant German Company with the formal support (expressed in writing) by the preliminary insolvency trustee (vorläufiger Insolvenzverwalter) and the preliminary creditors committee (vorläufiger Gläubigerausschuss) within sixty (60) days of the filing of the insolvency petition; or

q. There shall occur an event which, alone or together with other events, has, or could reasonably be expected to have, a Material Adverse Effect (defined below) on the business, assets, or operations of the Almatris Group. For purposes of this Plan Support Agreement, “**Material Adverse Effect**” means a material adverse effect occurring after the date of execution of this Plan Support Agreement on (i) the business or condition (financial or otherwise) of the Almatris Group, taken as whole, or (ii) the ability of the Almatris Group to consummate the transactions contemplated herein or to perform its obligations hereunder; provided, however, that none of the following shall be deemed to constitute, and none of the following (or the effects thereof) shall be taken into account in determining whether there has been a Material Adverse Effect: (A) events leading up to the Petition Date, (B) changes in general economic, financial market, business, or geopolitical conditions (other than in China) to the extent that such changes do not disproportionately affect the Almatris Group as compared to other similarly-situated companies (including as to jurisdiction) in its industry, (C) general changes or developments in any of the industries in which the Almatris Group operates to the extent that such changes do not disproportionately affect the Almatris Group as compared to other similarly-situated companies (including as to jurisdiction) in its industry, (D) changes in any applicable laws or applicable accounting regulations or principles or interpretations thereof to the extent that such changes do not disproportionately affect the Almatris Group as compared to other similarly-situated companies in its industry (including as to jurisdiction), (E) national or international political or social conditions, including the engagement by the United States of America in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States of America, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment, or personnel of the United States of America, (F) the announcement or pendency of this Plan Support Agreement and the transactions contemplated hereby, (G) the taking of any action contemplated by this Plan Support Agreement and the other agreements contemplated hereby, (H) except to the extent provided in paragraph (o) of this Section 7, the filing and consequences of a filing, by or against the Almatris Group or any member thereof of an insolvency or similar proceeding in Germany or The Netherlands, (I) changes in general economic, financial market, business, or geopolitical

conditions in China that do not materially adversely affect the business or prospects of the Almatris Group in China or (J) any existing circumstance.

#### **8. Termination of this Plan Support Agreement.**

a. Upon the occurrence of any of the Termination Events described in paragraphs (b) through (n), (p) and (q) of Section 7 hereof, this Plan Support Agreement shall terminate by the delivery to the Almatris Group and the Supporting Junior Prepetition Lender Group of a written notice in accordance with Section 14 hereof by the Requisite Junior Lenders and DIC; provided, however, that any Party that has previously breached or is currently in breach of any of the terms of this Plan Support Agreement shall (i) in the case of DIC, not be entitled to execute and deliver such written notice and (ii), with respect to a Supporting Junior Prepetition Lender, not constitute a member of the Requisite Junior Lenders for purposes of issuing a written notice of termination pursuant to this Section 8(a); provided further, that prior to the delivery of such notice, the Parties proposing to give such notice shall consult in good faith with the other Parties to effect such amendments to this Plan Support Agreement or the Amended Plan as may be necessary or desirable to cure such Termination Event; provided further, that no Party shall be under any obligation to agree to any such amendments.

b. Upon the occurrence of the Termination Event described in paragraphs (h), (k) and (o) of Section 7 hereof, this Plan Support Agreement shall terminate by delivery to the Supporting Prepetition Junior Lender Group and DIC of a written notice in accordance with Section 14 hereof by the Almatris Group; provided, however, that prior to the delivery of such notice, the Almatris Group shall consult in good faith with the Supporting Junior Prepetition Lender Group and DIC to effect such amendments to this Plan Support Agreement or the Amended Plan as may be necessary or desirable to cure such Termination Event; provided further, that no Party shall be under any obligation to agree to any such amendments.

c. Upon the occurrence of any Termination Event set forth in paragraph (a) of Section 7 hereof, if the Almatris Group is the breaching Party, this Plan Support Agreement shall terminate by the delivery to the Almatris Group and the Supporting Junior Prepetition Lender Group of a written notice in accordance with Section 14 hereof by the Requisite Junior Lenders and DIC and a failure of the Almatris Group to remedy such breach within three (3) business days after receipt of such written notice. The Parties hereby waive any requirement under section 362 of the Bankruptcy Code to lift the automatic stay in connection with giving notice as contemplated by this Section 8.

d. Upon the occurrence of any Termination Event set forth in paragraph (a) of Section 7 hereof, if a Party other than the Almatris Group is the breaching Party, this Plan Support Agreement shall terminate only with respect to the breaching Party upon the breaching Party's receipt of written notice from the Almatris Group (with a copy to the Supporting Junior Prepetition Lender Group and DIC) or the Requisite Junior Lenders and DIC (excluding for this purpose the breaching Party) (with a copy to the Almatris Group) and a failure by such breaching Party to remedy such breach within three

(3) business days after receipt of such written notice; provided, however, that the right to terminate this Plan Support Agreement with respect to the breaching Party set forth in this paragraph (d) of Section 8 shall not preclude any non-breaching Party from seeking specific performance or any other remedy (equitable or otherwise) against the breaching Party available under applicable law for breach of this Plan Support Agreement; and provided further, that if, as a result of terminations effective pursuant to this paragraph (d) of Section 8, this Plan Support Agreement is not supported by the Requisite Junior Lenders, then this Plan Support Agreement shall terminate in its entirety upon receipt of written notice from the Almatris Group. The Parties hereby waive any requirement under section 362 of the Bankruptcy Code to lift the automatic stay in connection with giving notice as contemplated by this Section 8.

e. This Plan Support Agreement is intended as a binding commitment enforceable in accordance with its terms, subject however to the provisions of section 29 hereof. Each Party acknowledges and agrees that the exact nature and extent of the damages resulting from a breach of this Plan Support Agreement are uncertain at the time of entering into this Plan Support Agreement and that breach of this Plan Support Agreement would result in damages that would be difficult to determine with certainty. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Plan Support Agreement and that the Parties shall each be entitled to specific performance and injunctive relief as remedies for any such breach, and further agree to waive, and to use their best efforts to cause each of their representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy. Such remedies shall not be deemed to be the exclusive remedies for the breach of this Plan Support Agreement by any Party or its representatives. Notwithstanding anything to the contrary contained herein, the provisions of this paragraph (e) of Section 8 shall not be applicable to or enforceable against the Almatris Group upon the occurrence of a Termination Event described in paragraph (o) of Section 7 hereof.

**9. Effect of Termination.** Upon termination of this Plan Support Agreement, all obligations hereunder shall terminate and shall be of no further force and effect; provided, however, that (a) no claim for breach or losses incurred or suffered by any Party shall exist against the Almatris Group for the failure to take any action or to perform any obligation hereunder as a result of the occurrence of a Termination Event described in paragraph (o) of Section 7 hereof and (b) any claim for breach of this Plan Support Agreement shall survive termination and all rights and remedies with respect to such claims shall not be prejudiced in any way; provided further, that the breach of this Plan Support Agreement by one or more Parties shall not create any rights or remedies against any non-breaching Party unless such non-breaching Party has participated in or aided and abetted the breach by a breaching Party or Parties. Except as set forth above in this Section 9 and as otherwise provided for in this Plan Support Agreement, upon such termination, any obligations of the non-breaching Parties set forth in this Plan Support Agreement shall be null and void *ab initio* and all claims, causes of actions, remedies, defenses, setoffs, rights, or other benefits of such non-breaching Parties shall be fully

preserved without any estoppel, evidentiary, or other effect of any kind or nature whatsoever.

Except as expressly provided for in this Plan Support Agreement, nothing herein is intended to, nor does anything herein, waive, limit, impair, or restrict the ability of each Supporting Junior Prepetition Lender to protect and preserve its rights, remedies, or interests, including its claims against the Almatris Group. If the transactions contemplated herein are not consummated, or this Plan Support Agreement is terminated for any reason, the Parties fully reserve any and all of their rights and defenses. Pursuant to Rule 408 of the Federal Rules of Evidence, any applicable state rules of evidence or any other applicable law, foreign or domestic, this Plan Support Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than (a) a proceeding to enforce this Plan Support Agreement or claims resulting from a breach thereof, or (b) the Chapter 11 Cases in order to evidence support for the Restructuring.

**10. Representations and Warranties.** The Almatris Group and each other Party hereto represent and warrant to each other Party, severally but not jointly, and as to itself only, that the following statements are true, correct, and complete as of the date hereof or as of the date of the execution of this Plan Support Agreement by a Party by reference to the facts and circumstances at the date such representation or warranty is made:

a. Corporate Power and Authority. It is duly organized, validly existing, and has all requisite corporate, partnership, or other power and authority to enter into this Plan Support Agreement and to carry out the transactions contemplated by, and to perform its respective obligations under, this Plan Support Agreement. Further, except for Almatris B.V., Almatris Holdings 7 B.V., Almatris Holdings 9 B.V., Almatris Holdings 3 B.V., DIC Almatris Bidco B.V., DIC Almatris Midco B.V., and DIC Almatris Holdco B.V., and any other Party not incorporated in the United States of America, is in good standing (or equivalent) under the laws of the jurisdiction of its organization;

b. Authorization. The execution and delivery of this Plan Support Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary corporate, partnership, or other actions on the Party's part;

c. Binding Obligation. This Plan Support Agreement has been duly executed and delivered by the Party and constitutes its legal, valid, and binding obligation, enforceable against the Party in accordance with the terms hereof;

d. No Reliance. Each Supporting Junior Prepetition Lender and DIC acknowledges that it is a sophisticated investor and has made its own investigation, review, and analysis regarding the Almatris Group and the transactions contemplated hereby, which investigation, review, and analysis were conducted by each Supporting Junior Prepetition Lender together with expert advisors that such Parties have for such purposes. Each Supporting Junior Prepetition Lender further acknowledges that it is not

relying on any statement, representation, or warranty, oral or written, express or implied, made by the Almatris Group or any of their employees, affiliates, or representatives (including professional advisors) other than as given by the Almatris Group under this Plan Support Agreement;

e. No Conflicts. The execution, delivery, and performance by a Party (when such performance is due) of this Plan Support Agreement does not and shall not (i) violate any provision of law, rule, or regulation applicable to it, or any of its subsidiaries, or its certificate of incorporation or bylaws or other organizational documents or those of any of its subsidiaries, or (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its subsidiaries is a party, where such conflict, breach, or default would have a material adverse effect on its ability to perform its obligations under this Plan Support Agreement; and

f. Amount of Prepetition Indebtedness. Each Supporting Junior Prepetition Lender represents and warrants that, as of the date of this Plan Support Agreement, it is the beneficial owner of the face amount of Junior Prepetition Indebtedness as such Supporting Junior Prepetition Lender has represented in writing in its execution block to this Plan Support Agreement or a Transferee Acknowledgement, as applicable.

**11. Further Assurances.** In connection with this Plan Support Agreement and the transactions contemplated hereby, each Party to this Plan Support Agreement will, to the extent legally permitted, execute and deliver any additional documents and perform any additional acts that may be reasonably necessary or appropriate to effectuate and perform its obligations under this Plan Support Agreement and the transactions contemplated hereby. All documents referred to in the Restructuring Term Sheet or necessary to implement the Amended Plan must be reasonably acceptable in form and substance to the Almatris Group, DIC and the Requisite Junior Lenders.

**12. Public Disclosures.** Except (a) with respect to any disclosures made, and to the extent of any such disclosures, in filings in, or in hearings with respect to, the Chapter 11 Cases, (b) as necessary or desirable in connection with any other legal proceedings, (c) as it relates to ordinary course communications with employees, vendors, or customers, or (d) to the extent necessary to comply with the Parties' obligations under applicable law or regulation (including but not limited to fiduciary and other obligations imposed on directors and officers), the content and timing of any public disclosures regarding the terms of the Restructuring, the status of negotiations on the Restructuring, or the terms of the Amended Plan shall be agreed in advance between the Almatris Group, the Supporting Junior Prepetition Lender Group, and DIC.

**13. Amendment or Waiver.** This Plan Support Agreement and the Amended Plan may not be modified, waived, amended, or supplemented unless such modification, waiver, amendment, or supplement is in writing and has been signed by the Almatris Group, DIC, and the Requisite Junior Lenders. No waiver of any of the



provisions of this Plan Support Agreement or the Amended Plan shall be deemed to constitute a waiver of any other provision of this Plan Support Agreement or the Amended Plan, whether or not similar, nor shall any waiver be deemed a continuing waiver (unless such waiver expressly provides otherwise).

**14. Notices.** Any notice required or desired to be served, given, or delivered under this Plan Support Agreement shall be in writing, and shall be deemed to have been validly served, given, or delivered if provided by personal delivery, or upon receipt of electronic mail delivery, as follows:

a. If to the Almatris Group, Remco de Jong, Chief Executive Officer, Lyoner Strasse 9, 60528 Frankfurt, remco.dejong@almatis.com, Charles Herlinger, Chief Financial Officer, Lyoner Strasse 9, 60528 Frankfurt, charles.herlinger@almatis.com, and Jesko Kornemann, General Counsel, Lyoner Strasse 9, 60528 Frankfurt, jesko.kornemann@almatis.com, with copies for informational purposes only to (i) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166 (Attn: Michael A. Rosenthal, mrosenthal@gibsondunn.com and Greg Campbell, gcampbell@gibsondunn.com) and (ii) Linklaters LLP, One Silk Street, London EC2Y8HQ (Attn: Robert Elliott, robert.elliott@linklaters.com);

b. If to DIC, David M. Smoot, Chief Investment Officer, P.O. Box 72888, The Gate, East Wing, 13th Floor, Dubai International Financial Centre, Dubai, United Arab Emirates, with copies to Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Stephen Karotkin, stephen.karotkin@weil.com);

c. If to any other Party, to the physical or email address set forth on its signature page affixed hereto or Transferee Acknowledgement, as applicable, with a copy to Schulte, Roth & Zabel LLP (Attn: Michael L. Cook, michael.cook@srz.com), 919 Third Avenue, New York, NY 10022.

**15. Legal Limitations.** Notwithstanding anything to the contrary in this Plan Support Agreement, nothing herein shall require, or be interpreted or deemed to require, any Party (acting by their respective boards of directors (or their equivalent) or otherwise), or its management, to take any action, procure that any action is taken, or omit to take (or refrain from taking) any action, if such action, omission, or refraining (as appropriate) would or would be reasonably likely to cause a breach of any applicable law (including any actions that would or would be reasonably likely to be contrary to the duties (including but not limited to the fiduciary duties) of the directors, managers, or officers (or their equivalent) or contractual obligations) or any order or direction of any court or any governmental body or would or would be reasonably likely to result in a significant risk of liability (whether criminal, civil, or otherwise) to any director, manager, or officer (or its equivalent) of any Party.

**16. Governing Law; Jurisdiction; Waiver of Trial by Jury.**

a. THIS PLAN SUPPORT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISION WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

b. By its execution and delivery of this Plan Support Agreement, each of the Parties hereto irrevocably and unconditionally consents to jurisdiction in the United States of America and agrees for itself that any legal action, suit, or proceeding against it with respect to any matter under or arising out of or in connection with this Plan Support Agreement or for recognition or enforcement of any judgment rendered in any such action, suit, or proceeding shall be brought in the Bankruptcy Court. By execution and delivery of this Plan Support Agreement, each of the Parties hereto irrevocably accepts and submits itself to the exclusive jurisdiction of the Bankruptcy Court, generally and unconditionally, with respect to any such action, suit, or proceeding, and waives any objection it may have to venue or the convenience of the forum, and also hereby waives any right it may have to trial by jury. This Plan Support Agreement may be filed as a written consent to trial by the Bankruptcy Court.

c. In the event the Bankruptcy Court does not have or refuses to exercise jurisdiction with respect to this Plan Support Agreement and any disputes arising therefrom, any legal action, suit, or proceeding against the Parties with respect to any matter under or arising out of or in connection with this Plan Support Agreement, or for recognition or enforcement of any judgment rendered in any such action, suit, or proceeding, may be brought in any New York State or federal court located in New York City, and by execution and delivery of this Plan Support Agreement, each Party hereto irrevocably accepts and submits itself to the non-exclusive jurisdiction of those courts.

**17. Headings.** The headings of the sections, paragraphs, and subparagraphs of this Plan Support Agreement are inserted for convenience only and shall not affect the interpretation hereof.

**18. Interpretation.** This Plan Support Agreement is the product of negotiations of the Parties and, in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Plan Support Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof.

**19. Severability.** If any portion of this Plan Support Agreement shall be held to be invalid, void, or otherwise unenforceable, then that portion shall be deemed modified (only to the extent necessary and in a manner consistent with the remainder of this Plan Support Agreement) so as to be valid and enforceable or, if such modification is not reasonably feasible, shall be deemed to have been severed out of this Plan Support Agreement, and the Parties acknowledge that the balance of this Plan Support Agreement

shall in any event be valid and enforceable unless the effect shall be to materially alter the terms and conditions of this Plan Support Agreement.

**20. Successors and Assigns.** This Plan Support Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, heirs, transferees, executors, administrators, and representatives.

**21. No Third-Party Beneficiaries.** Unless expressly stated herein, this Plan Support Agreement shall be solely for the benefit of the Parties hereto and no other person or entity shall be a third-party beneficiary hereof.

**22. No Waiver of Participation and Reservation of Rights.** Except as expressly provided in this Plan Support Agreement and in any amendment among the Parties made in accordance with Section 13 hereof nothing herein is intended to, or does, in any manner, waive, limit, impair, or restrict the ability of each of the Parties to protect and preserve its rights, remedies, and interests, including, without limitation, its claims against any of the other Parties (or their respective affiliates or subsidiaries) or its full participation in the Chapter 11 Cases. If the transactions contemplated by this Plan Support Agreement or in the Amended Plan are not consummated, or if this Plan Support Agreement is terminated for any reason, the Parties fully reserve any and all of their rights.

**23. No Admissions.** This Plan Support Agreement shall in no event be construed as, or be deemed to be evidence of, an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses which it has asserted or could assert. No Party shall have, by reason of this Plan Support Agreement, a fiduciary relationship in respect of any other Party or any person or entity, or the Almatris Group, and nothing in this Plan Support Agreement, expressed or implied, is intended to, or shall be so construed as to, impose upon any Party any obligations in respect of this Plan Support Agreement except as expressly set forth herein.

**24. Counterparts.** This Plan Support Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Plan Support Agreement. Delivery of an executed signature page of this Plan Support Agreement by facsimile or electronic mail shall be effective as delivery of a manually executed signature page of this Plan Support Agreement.

**25. Representation by Counsel.** Each Party acknowledges that it has been represented by counsel in connection with this Plan Support Agreement and the transactions contemplated herein. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Plan Support Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

**26. Entire Agreement.** This Plan Support Agreement and the Annexes hereto constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, representations, warranties, and understandings of the Parties, whether oral, written, or implied, as to the subject matter hereof.

**27. Consideration.** It is hereby acknowledged by the Parties that no payment or additional consideration shall be due or paid to the Supporting Junior Prepetition Lenders for their agreement to vote in accordance with and otherwise comply with the terms and conditions of this Plan Support Agreement, other than the obligations of other Parties hereunder.

**28. Fees and Expenses.** In any action or proceeding brought by a Party hereto against any other Party hereto to enforce any provision of this Plan Support Agreement, or to seek damages for a breach of any provision hereof, or where any provision hereof is validly asserted as a defense, the prevailing party shall be entitled to recover the reasonable fees of attorneys, accountants, and financial advisors in connection with such action and costs from the other Party, in addition to any other available remedy.

**29. Effectiveness of the Agreement.** This Plan Support Agreement shall be effective (the “*Effective Date*”) as to any Party on the date it is executed by such Party, provided that it has been or is subsequently countersigned by the Almatris Group. With respect to any Party who becomes a Party hereto after the date hereof, including Transferees pursuant to Section 5 hereof, this Plan Support Agreement shall be effective as to such Party as of the date it is executed by such Party or such Party delivers a duly executed copy of the Transferee Acknowledgement (as applicable). Notwithstanding the foregoing, the execution and effectiveness of this Plan Support Agreement with respect to the Parties is subject to the entry of the Authorization Order.

**30. Compliance With Bankruptcy Code.** Nothing contained in this Plan Support Agreement shall obligate or require any Party hereto to take any actions or otherwise act in contravention of the requirements of the Bankruptcy Code. Without limiting the generality of the foregoing, the Parties hereto acknowledge that, while they have reached the agreements set forth herein relative to support of the Amended Plan, this Plan Support Agreement is not and shall not be deemed to be a solicitation of acceptances or rejections on the Amended Plan in contravention of applicable non-bankruptcy law or section 1125(b) of the Bankruptcy Code. The obligation of the Parties hereto entitled to vote on the Amended Plan to vote in favor of the Amended Plan is expressly conditioned upon receipt of the Amended Plan and the accompanying Amended Disclosure Statement, which previously shall have been approved by the Bankruptcy Court as containing "adequate information" within the meaning of section 1125 of the Bankruptcy Code, and related solicitation materials, all of which shall have been distributed, in compliance with the solicitation procedures set forth in the Bankruptcy Code or otherwise approved by the Bankruptcy Court.

**31. Several Not Joint.** Except as otherwise expressly provided in this Plan Support Agreement, the agreements, representations, and obligations of the Parties under this Plan Support Agreement are several and not joint. Any breach of this Plan Support Agreement by any Party shall not result in liability for any other non-breaching Party. Failure by a Party to perform its obligations under this Plan Support Agreement shall not affect the obligations of any other Party under this Plan Support Agreement, except as set forth in Section 9 hereof.

IN WITNESS WHEREOF, each party hereto has executed this Plan Support Agreement as of the date and year set forth next to such party's signature below.

\* \* \* \* \*

**(SIGNATURES ON FOLLOWING PAGES)**

Dated: \_\_\_\_\_, 2010

**ALMATIS GROUP**

**Almatis B.V.**

**Almatis Holdings 7 B.V.**

**Almatis Holdings 9 B.V.**

**Almatis Holdings 3 B.V.**

**DIC Almatis Bidco B.V.**

**DIC Almatis Midco B.V.**

**DIC Almatis Holdco B.V.**

**Almatis US Holding, Inc.**

**Almatis Inc.**

**Almatis Asset Holdings, LLC**

**Blitz F07-neunhundert-sechzig-drei  
GmbH**

**Almatis Holdings GmbH**

**Almatis GmbH**

By: \_\_\_\_\_

Name: \_\_\_\_\_

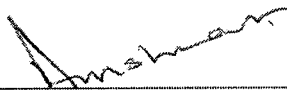
Their: Authorized Representative

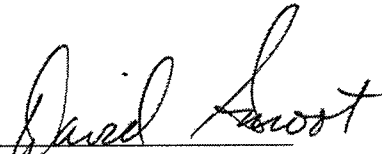
**(ADDITIONAL SIGNATURES ON FOLLOWING PAGE)**

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**Dubai International Capital LLC**

By:   
Name: ANAND KRISHNAN  
Title: CEO

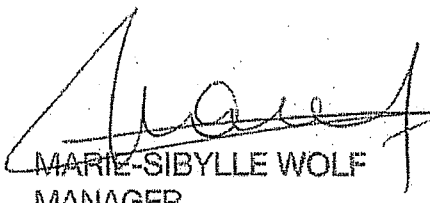
By:   
Name: David Smoot  
Title: Chief Executive Officer

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**Alcentra Mezzanine No. 1 S.à.r.l.**

Signed:  ..... ROBERT QUINN  
MANAGER

 ..... MARIE-SIBYLLE WOLF  
MANAGER

Name: .....

On behalf of Alcentra Mezzanine No. 1 S.à.r.l.

"Amount: EUR 3,462,930.17 under the Junior Mezzanine Credit Facility"

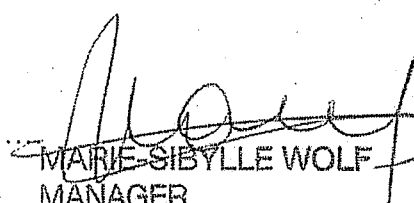


ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

Alcentra Mezzanine QPAM S.à r.l.

Signed:   
Name: ..... ROBERT QUINN  
MANAGER

  
MARIE-SIBYLLE WOLF  
MANAGER

On behalf of Alcentra Mezzanine QPAM S.à r.l.

"Amount: EUR 590,725.76 under the Junior Mezzanine Credit Facility"

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

Jubilee CDO VIII B.V.

Signed:  .....

Name: JAMES ALGAR EXECUTIVE DIRECTOR .....

Signed by Alcentra Limited for and on behalf of Jubilee CDO VIII B.V.

Amount: EUR 6,944,927.00 under the Second Lien Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

Jubilee CDO VIII B.V.

Signed:  .....

Name: ... RICHARD SAMVER .....

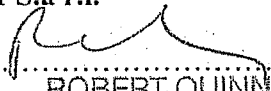
Signed by Alcentra Limited for and on behalf of Jubilee CDO VIII B.V.

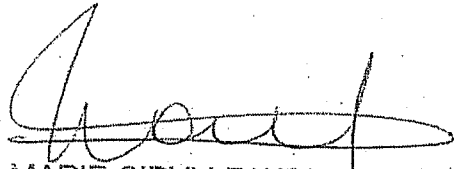
Amount: EUR 1,012,726.41 under the Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

Shiofra 1 S.à r.l.

Signed:   
Name: ..... ROBERT QUINN  
MANAGER

  
MARIE-SIBYLLE WOLF  
MANAGER

On behalf of Shiofra 1 S.à r.l.

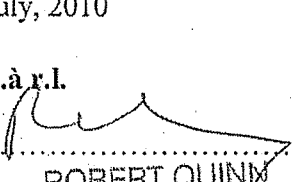
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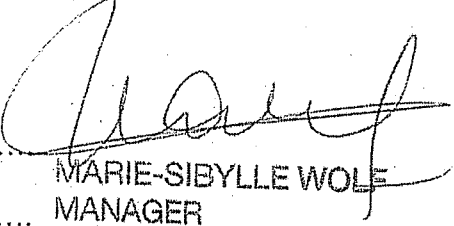
ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

Shiofra 2 S.à r.l.

Signed: .....

  
ROBERT QUINN

  
MARIE-SIBYLLE WOLF

Name: .....

MANAGER.....

MANAGER

On behalf of Shiofra 2 S.à r.l.

"Amount: EUR 648,746.34 under the Mezzanine Credit Facility"

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

EXECUTED by  
DUCHESS III CDO S.A.  
acting by its attorney:

)  
)  
)



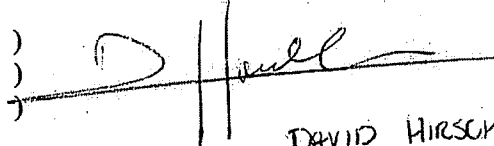
STUART MATHIESON

Amount: EUR 1,291,054.37 under the Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**EXECUTED by Almack II Unleveraged S.A.** )  
**acting by its manager** )  
**BABSON CAPITAL EUROPE LIMITED** )  
**acting by its attorney:**

A handwritten signature in black ink, appearing to read "D. Hirschmann", is written over a horizontal line. The signature is stylized and somewhat cursive.

DAVID HIRSCHMANN

Amount: EUR 7,531,147.12 under the Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**EXECUTED by**  
**DUCHESS IV CLO B.V.**  
**acting by its attorney:**

)  
)  
)



STUART MATHIESON

Amount: EUR 1,506,229.42 under the Mezzanine Credit Facility



ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**EXECUTED by**  
**DUCHESS V CLO B.V.**  
**acting by its attorney:**

)  
)  
)



STUART MATHIESON

Amount: EUR 3,132,929.41 under the Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**EXECUTED by**  
**DUCHESS VI CLO B.V.**  
**acting by its attorney:**

)  
)  
)



STUART MATHIESON

Amount: EUR 1,434,504.74 under the Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**EXECUTED by**  
**DUCHESS VII CLO B.V.**  
**acting by its attorney:**

)  
)  
)



STUART MATHIESON


Amount: EUR 1,434,504.74 under the Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**EXECUTED by**  
**CROMARTY CLO LIMITED**  
**acting by its attorney:**

)  
)  
)

  
STUART MATHIESON

Amount: EUR 1,434,504.74 under the Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**EXECUTED by**  
**MALIN CLO B.V.**  
**acting by its attorney:**

)  
)  
)



STUART MATHIESON

Amount: EUR 1,434,504.74 under the Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**EXECUTED by**  
**FUGU CLO B.V.**  
**acting by its attorney:**

)  
)  
)



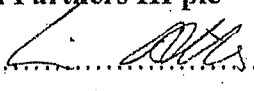
STUART MATHIESON

Amount: EUR 2,582,106.73 under the Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**CELF Loan Partners III plc**

Signed: .....  .....

Name: Colin Atkins

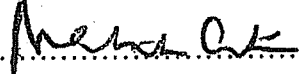
On behalf of CELF Loan Partners III plc

Amount: EUR 2,083,478 under the Second Lien Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

Mezzanine Finance Europe S.A.

Signed: .....

Name: Matthew Craston

On behalf of Mezzanine Finance Europe S.A.

Mezzanine A EUR 6,865,415.05

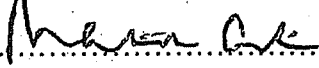
Mezzanine B EUR 4,581,154.85



ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**Universal Credit S.A. (Compartment A)**

Signed:  .....

Name: Matthew Craston

On behalf of Universal Credit S.A. (Compartment A)

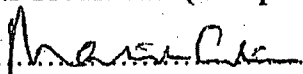
Mezzanine A EUR 755,023.94

Mezzanine B EUR 503,349.29

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**Universal Credit S.A. (Compartment U)**

Signed:  .....

Name: Matthew Craston

On behalf of Universal Credit S.A. (Compartment U)

Mezzanine A EUR 153,000.00

Mezzanine B EUR 102,000.00

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**GSC European CDO II S.A.**

Signed: .....

Name: ..... **Paul van Baarle** ..... **Jorge Perez Lozano**  
..... Director ..... Director

On behalf of GSC European CDO II S.A.

Amount: EUR1,694,493.04 under the Second Lien Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

GSC European CDO III S.A.

Signed: ..*Myron Sg*.....

Name: .....*Nichiel von Saher*.....

On behalf of GSC European CDO III S.A.

Amount: EUR 1,715,176.92 under the second Lien  
credit facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

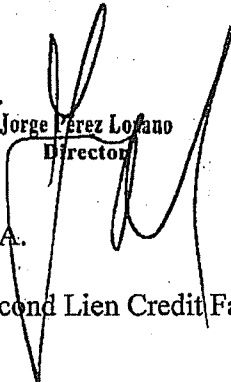
Dated: July, 2010

GSC European CDO I-R S.A.

Signed: .....

Name: ~~Paul van Baarle~~ Director .....

Jorge Pérez Lozano  
Director



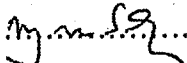
On behalf of GSC European CDO I-R S.A.

Amount: EUR1,694,493.04 under the Second Lien Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**GSC European CDO IV S.A.**

Signed: .....  .....

Name: ..... *Michiel van Sals* .....

On behalf of **GSC European CDO IV S.A.**

Amount: EUR 500,036 under the Second Lien  
credit facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

GSC European CDO V plc

Signed: *Neil Synnott* .....

Name: **Neil Synnott**  
**Director** .....

On behalf of GSC European CDO V plc

Amount: EUR694,493.00 under the Second Lien Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**GSC European Mezzanine Fund II, L.P.**

Signed:  .....

**Seth Katzenstein**

Name: **Senior Managing Director...**

**GSC Group**

On behalf of GSC European Mezzanine Fund II, L.P.


Amount: EUR 2,996,428 under the Mezzanine Credit Facility



ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

GSC European Mezzanine Offshore Fund II, L.P.

Signed:  .....

**Seth Katzenstein**

Name: ... **Senior Managing Director..**

**GSC Group**

On behalf of GSC European Mezzanine Offshore Fund II, L.P.

Amount: EUR 4,524,936 under the Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**GSC European Mezzanine Offshore Parallel Fund II, L.P.**

Signed:  .....

**Seth Katzenstein**

Name: **Senior Managing Director** .....

**GSC Group**

On behalf of GSC European Mezzanine Offshore Parallel Fund II, L.P.

Amount: EUR 6,979,116 under the Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**GSC European Mezzanine Offshore Unleveraged Parallel Fund II, L.P.**

Signed:  .....

Name: **Seth Katzenstein** .....  
**Senior Managing Director** .....  
**GSC Group** .....

On behalf of GSC European Mezzanine Offshore Parallel Fund II, L.P.

Amount: EUR 1,055,160 under the Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**GSC European Mezzanine Parallel Investors II, L.P.**

Signed:  .....

**Seth Katzenstein**

Name: **Senior Managing Director...**

**GSC Group**

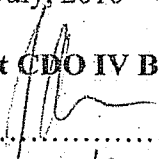
On behalf of GSC European Mezzanine Parallel Investors II, L.P.

Amount: EUR 4,366,040 under the Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**Eurocredit CDO IV B.V.**

Signed:  .....

Name: ..... GARLAND HANSMANN

On behalf of Eurocredit CDO IV B.V.

Amount: EUR1,500,000 under the Second Lien Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

Eurocredit CDO V plc

Signed: .....

Name: ..... GARLAND HANSMANN

On behalf of Eurocredit CDO V plc

Amount: EUR3,000,694 under the Second Lien Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**Eurocredit CDO VII plc**

Signed: .....

Name: ..... GARLAND HANSMANN

On behalf of Eurocredit CDO VII plc


Amount: EUR3,000,000 under the Second Lien Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July 9, 2010

**Eurocredit CDO VIII Limited**

Signed:  .....

Name:  GARLAND HANSMANN .....

On behalf of Eurocredit CDO VIII Limited

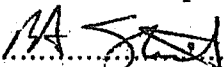
Amount: EUR5,277,971 under the Second Lien Credit Facility



ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**Northwestern Mutual Capital Mezzanine Fund I, LP**

Signed:  .....

Richard A. Strait

Name: ..... Its Authorized Representative

On behalf of Northwestern Mutual Capital Mezzanine Fund I, LP

Amount: EUR 5,330,771.67 under the Junior Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**The Northwestern Mutual Life Insurance Company**

Signed:  .....

Name: .....  
Its Authorized Representative.....

On behalf of The Northwestern Mutual Life Insurance Company

Amount: EUR 19,021,771.37 under the Junior Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

Legico S.à.r.l.

Signed:  

Name: Séverine MICHEL Cédric PEDONI  
Manager Manager

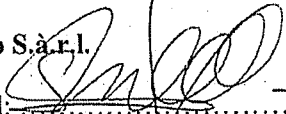
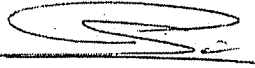
On behalf of Legico S.à.r.l.

Amount: EUR 6,518,798.00 under the Junior Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

Legico S.à.r.l.

Signed:  

Name: ~~Manager~~..... Séverine MICHEL

..... Cédric PEDONI  
Manager

On behalf of Legico S.à.r.l.

Amount: EUR 22,453,978.21 under the Mezzanine Credit Facility.

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

Dryden XIV – EURO CLO 2006 plc

Signed: .....  .....

Name: ..... Michael von Saher .....

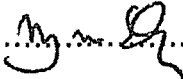
On behalf of Dryden XIV – EURO CLO 2006 plc

Amount: EUR 1,488,199 under the second lien  
credit facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

Dryden IX – Senior Loan Fund 2005 plc

Signed:  .....

Name: ..... Michael von Saher .....


On behalf of Dryden IX – Senior Loan Fund 2005 plc

Amount: EUR 992,132 under the Second Lien  
Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**Dryden X – EURO CLO 2005 plc**

Signed:  .....

Name: *Th. chiel van Sake* .....

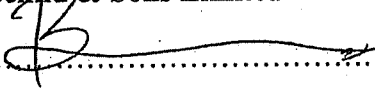
On behalf of Dryden X – EURO CLO 2005 plc

Amount : EUR 992,132 under the second Lien  
credit facility

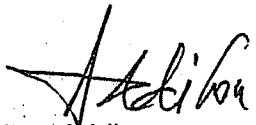
ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

N M Rothschild & Sons Limited

Signed: 

Name: Harry John  
Director

  
Alina Addison  
Director

On behalf of N M Rothschild & Sons Limited

Amount: EUR 500,000.00 under the Mezzanine Credit Facility



ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

**Quintus European Mezzanine Fund S.à.r.l.**

Signed: .....

Name: *Mannel HACK* .....

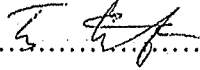
On behalf of Quintus European Mezzanine Fund S.à.r.l.

Amount: EUR 4,000,000.00 under the Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

PDM CLO I B.V.

Signed:  .....

Name: Thomas Kyriakoudis (Portfolio Manager) .....

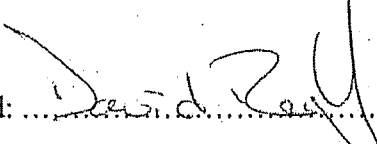
PDM CLO I B.V.

Amount: EUR 4,472,463 under the Second Lien Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

Queen Street CLO I B.V.

Signed:  .....

**DAVID REILLY  
MANAGING PARTNER**

Name: .....

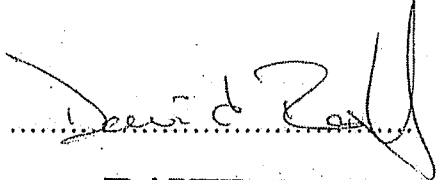
On behalf of Queen Street CLO I B.V.

Amount: EUR 500,034.50 under the Second Lien Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

Queen Street CLO I.B.V.

Signed:  .....

**DAVID REILLY**  
**MANAGING PARTNER**

Name: .....

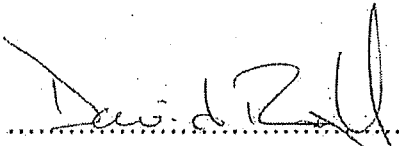
On behalf of Queen Street CLO I.B.V.

Amount: EUR 753,114.71 under the Mezzanine Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

Queen Street CLO II B.V.

Signed: 

**DAVID REILLY  
MANAGING PARTNER**

Name: .....

On behalf of Queen Street CLO II B.V.:

Amount: EUR 500,034.50 under the Second Lien Credit Facility

ALMATIS PLAN SUPPORT AGREEMENT  
EXECUTION VERSION

Dated: July, 2010

Queen Street CLO II B.V.

Signed: .....  **DAVID REILLY**  
Name: ..... **MANAGING PARTNER**

On behalf of Queen Street CLO II B.V.

Amount: EUR 753,114.71 under the Mezzanine Credit Facility