

Plan Supplement Document Drafts
As of September 15, 2010
(Subject to Further Revision)

PIK PREFERENCE WARRANT AGREEMENT

dated [...]

**Relating to warrants in registered form
representing the contractual right to subscribe
for ordinary shares P, in the share capital of DIC Almatris 1 B.V.**

Draft 15 September 2010

Houthoff Buruma N.V.
P.O. Box 75505, 1070 AM Amsterdam
Gustav Mahlerplein 50, Amsterdam

This warrant agreement ("**Agreement**") is made by:

DIC Almatris 1 B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of The Netherlands with its registered seat in Amsterdam, The Netherlands (the "**Issuer**"); and

THE PIK NOTEHOLDERS whose names, addresses and authorized e-mail addresses are set out in Schedule 1 (the "**PIK Noteholders**").

Whereas:

(A) The Issuer has, by resolutions of its board of directors ("**Board**") resolved on the date of execution hereof, to grant contractual rights to subscribe in cash (Euro) for ordinary shares series P ("**Shares**") in the issued share capital of the Issuer, each with a par value of EUR 0.01, for an issue price of EUR 0.01 per Share ("**Warrants**"), and has determined to execute this Agreement in order to set out the rights and interests of the registered holders ("**Holder**s") of Warrants.

Now this Agreement witnesses and the Issuer hereby declares as follows:

1. Definitions

1.1. In this Agreement unless a contrary indication appears, the following words and expressions shall (unless the context requires otherwise) have the following meanings:

" Acceptance Period "	has the meaning given to it in clause 4.7.b;
" Address "	means the address of the Issuer set out in clause 7.2;
" Affiliate "	means, with respect to a person (the " First Person "); (i) another person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the First Person; (ii) a pooled investment vehicle organised by the First Person (or an Affiliate thereof) the investments of which are directed by the First Person;

- (iii) a partner or an officer or employee of the First Person (or an Affiliate thereof);
- (iv) an investment fund organised by the First Person for the benefit of the First Person's (or its Affiliates') partners, officers or employees or their dependents; or
- (v) a successor trustee or nominee for, or a successor by re-organisation of, a qualified trust;¹

"Agreement"	means this Agreement and the Schedules thereto;
"Allocation Notice"	has the meaning given to it in clause 4.8;
"Articles"	means the articles of association of the Issuer as last amended;
"Board"	has the meaning set out in Recital (A);
"Business Day"	means any day of the week (excluding Saturdays and Sundays) when banks generally are open in Amsterdam, the Netherlands for business;
"Defaulted Offer Warrants"	has the meaning given to it in clause 4.9;
"DIC Designee"	has the meaning given to it in clause 4.10;
"DIC Investor"	means [DIC Holdco Cooperatief U.A], a cooperative entity incorporated under the laws of the Netherlands, with registered number [●] and whose registered office is at [●], registered with the register of Companies;
"DIC Offer Warrants"	has the meaning given to it in clause 4.10;
"Drag-Along Notice"	has the meaning given to it in clause 5.3
"Drag-Along Purchaser"	has the meaning given to it in clause 5.1
"Drag-Along Right"	has the meaning given to it in clause 5.1
"Drag-Along Sale"	has the meaning given to it in clause 5.1.b
"Drag Along Sellers"	has the meaning given to it in clause 5.3
"Drag Along Warrants"	has the meaning given to it in clause 5.1

¹ Standard definition included for discussion purposes./ TBD whether the definition from the IA or the Notes Instrument should be included.

"Enterprise Value"

means [the aggregate consideration expressed as a price (whether that consideration is to be satisfied in cash or cash equivalents, shares, loan stock or a combination thereof or otherwise) paid pursuant to an agreement or offer to acquire the whole of the issued ordinary and preference share capital of the Company, provided that if there is a partial Exit the aggregate consideration expressed as a price shall be grossed up such that a full Exit aggregate consideration is determined, in each case after adding back any indebtedness outstanding or other monies due and/or payable to providers of finance that are outstanding (including any accrued interest payable whether or not such interest has been paid or capitalised) and after subtracting any cash and after adding back the outstanding principal value of any outstanding payment in kind notes (including any accrued coupon whether or not such coupon has been capitalised). Where the consideration for the Exit includes any amounts otherwise than cash or payable on deferred terms, the value of that consideration shall for the purpose of this calculation be deemed to be such value as at the date of Exit as is determined by an independent bank appointed by [the Company] and shall be expressed in United States Dollars for the purpose of this calculation]'

"Excess Warrants"

has the meaning given to it in clause 4.7d;

"Exercise Date"

means the date on which a completed Exercise Notice is lodged at the Address, together with the relevant Warrant Certificate (or an appropriate indemnity), evidence of

"Exercise Notice"	due authority to execute the Exercise Notice; means in relation to the Warrants, the duly completed notice set out in the first schedule to the Warrant Certificate;
["Exercise Period"	means in relation to each Warrant the period commencing on its Issue Date and ending on [...];]
"Exercise Price"	means in relation to each Warrant, the amount of EUR 0.01;
"Fair Valuation"	means, on the relevant date of determination, a value within 10% of the average of two fair market valuations of the Issuer, as appraised by two internationally recognised investment banks from among Credit Suisse, Deutsche Bank, Goldman Sachs & Co, Bank of America/Merrill and Morgan Stanley International;
"Holder"	has the meaning given to it in Recital (A);
"Investment Agreement"	means the investment agreement relating to the Issuer entered into on [●] September 2010;
"Issue Date"	has the meaning given to it in clause 2.2;
"Maximum Percentage"	has the meaning given to it in clause 2.2
"Offer"	has the meaning given to it in clause 4.7;
"Offerees"	has the meaning given to it in clause 4.6.d;
"Offered Warrants"	has the meaning given to it in clause 4.6.a;
"PIK Notes"	means the senior paid-in-kind, unsecured notes issued by Almatris Topco 2 B.V. in an amount equal to the excess of (1) the quotient obtained by dividing (a) EUR 52.1 million (or the USD equivalent) by (b) one minus the SSN percentage (expressed as a fraction), over (2) EUR 52.1 million (or the USD equivalent and the €52,100,000 of senior paid-in-kind unsecured notes issued by DIC Almatris 2 BV;
"PIK Noteholders"	means the holders of the PIK Notes;
"Prescribed Price"	has the meaning given to it in clause 4.6.b;

"Proposed Transferee"	has the meaning given to it in clause 4.6.c;
"Register"	has the meaning given to it in clause 7.1;
"Revised Maximum Percentage"	has the meaning given to it in clause 2.3;
"Schedule"	means a schedule to this Agreement;
"Shares"	has the meaning given to it in Recital (A);
"Squeeze Out Price"	has the meaning given to it in clause 6.1;
"Squeeze Out Right"	has the meaning given to it in clause 6.1];
"Transfer Notice"	has the meaning given to it in clause 4.6.d
"Warrants"	has the meaning given to it in Recital (A);
"Warrant Certificate"	means in relation to a Warrant, a certificate evidencing the Warrant Rights and other rights for the time being vested in the relevant Holder in the form, or substantially in the form, set out in Schedule 2;
"Warrant Right"	has the meaning given to in clause 2.1 of this Agreement.

- 1.2. Headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement.
- 1.3. In this Agreement, unless the context otherwise requires:
- a. references to paragraphs and Schedules are to be construed as references to the paragraphs of, and Schedules to, this Agreement and references to this Agreement include its Schedules;
 - b. reference to (or to any specified provisions of) this Agreement or any other document or instrument shall be construed as a reference to this Agreement, that provision or that document or instrument as in force for the time being and as amended in accordance with the terms thereof and (where such consent is required by the terms of this Agreement as a condition to such amendment being made);
 - c. references to a person shall be construed as including references to an individual, firm, company, corporation or unincorporated body of persons;
 - d. references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time;
 - e. references to times are to CET times; and

- f. reference to the singular includes a reference to the plural and vice versa and reference to the masculine includes a reference to the feminine and neuter and vice versa and reference to a person shall include a reference to any company as well as any legal or natural person, partnership, firm or other entity whether or not having a separate legal personality.

2. Issuance and form of Warrants

2.1. Subject to the terms of this Agreement, the Investment Agreement and the Articles and the receipt of a Deed of Adherence to the Investment Agreement if and to the extent that a PIK Noteholder is not a party to the Investment Agreement, the Issuer shall grant Warrants to the PIK Noteholders, each conferring on the Holder the contractual right to subscribe for one Share (“**Warrant Right**”), as set out below:

- a. If all of the PIK Notes remain outstanding on [●] September 2015, the Issuer shall within [10] Business Days issue to the PIK Noteholders a number of Warrants equal to 5% of all the Issuer’s issued ordinary shares at such date [pro rata to their holdings of the PIK Notes /in the percentages as set out in Schedule 1] through the issuance of Warrant Certificates and registration thereof in the Register; and
- b. If all of the PIK Notes remain outstanding on [●] September 2016, the Issuer shall within [10] Business Days issue to the PIK Noteholders a number of Warrants equal to 2.5% of all the Issuer’s issued ordinary shares at such date [pro rata to their holdings of the PIK Notes /in the percentages as set out in Schedule 1]through the issuance of Warrant Certificates and registration thereof in the Register; and
- c. If all of the PIK Notes remain outstanding on [●] September 2017, the Issuer shall within [10] Business Days issue to the PIK Noteholders a number of Warrants equal to 2.5% of all the Issuer’s issued ordinary shares at such date [pro rata to their holdings of the PIK Notes /in the percentages as set out in Schedule 1] through the issuance of Warrant Certificates and registration thereof in the Register; and
- d. If all of the PIK Notes remain outstanding on [●] September 2018, the Issuer shall within [10] Business Days issue to the PIK Noteholders a number of Warrants equal to 2.5% of all the Issuer’s issued ordinary shares at such date [pro rata to their holdings of the PIK Notes /in the percentages as set

out in Schedule 1] through the issuance of Warrant Certificates and registration thereof in the Register, and

e. If and to the extent that after issue of Warrants referred to under d. above, the PIK Noteholders shall not have jointly received a maximum number of Warrants giving the right to 12.5% of all the issued ordinary shares in the Issuer on [●] September 2018, the Issuer shall, provided that the PIK Notes remain outstanding, continue to within [10] Business Days of [*] September of each year, issue to the PIK Noteholders a number of Warrants equal to 2.5% (or less, as applicable) of all the Issuer's issued ordinary shares in issue at such date [pro rata to their holdings of the PIK Notes /in the percentages as set out in Schedule 1] through the issuance of Warrant Certificates and registration thereof in the Register, until the earlier of the full redemption of all of the PIK Notes or the PIK Noteholders having jointly received a maximum number of Warrants equal to 12.5% of all the issued ordinary shares in the Issuer at the time of issuance (the "**Maximum Percentage**").

2.2. For the avoidance of doubt, on each date specified under clause 2.1, the PIK Noteholders shall only be entitled to receive any Warrants as set out under that clause to the extent that the PIK Notes have not been redeemed in full by such date. If after the issue of Warrants referred to under d. above, the PIK Noteholders shall jointly have received a number of Warrants equal to the Maximum Percentage on [●] September 2018, the Issuer shall not be obliged to issue any further Warrants.

2.3. If and to the extent that the PIK Notes are partially redeemed prior to [●] September 2015, the Maximum Percentage will be decreased pro rata to each (further) partial redemption ("**Revised Maximum Percentage**"), and the percentages set out clauses 2.1.a, 2.1.b, 2.1.c, 2.1.d, and 2.1.e shall be decreased in such a manner that the percentage set out in clause 2.1.a shall be equal to 2/5 of the Revised Maximum Percentage and the percentages set out in clauses 2.1.b, 2.1.c, 2.1.d, and 2.1.e shall be equal to 1/5 of the Revised Maximum percentage. The Issuer shall only be obliged to issue Warrants to the PIK Note holders until the earlier of the PIK Noteholders having jointly received a number of Warrants equal to the Revised Maximum Percentage of all the issued ordinary shares in the Issuer at the time of issuance or the full redemption of all the PIK Notes.

- 2.4. If and to the extent that the PIK Notes are partially redeemed or further partially redeemed after the dates set out in clauses 2.1.a, 2.1.b, 2.1.c, 2.1.d, and 2.1.e, the Maximum Percentage or Revised Maximum Percentage shall be further decreased and amended as set out in clause 2.3 provided that the Issuer shall at no time be obliged to issue more than a number of Warrants equal to the (further) Revised Maximum Percentage. If at any time the PIK Note are partially redeemed to such an extent that the number of Warrants already issued by the Issuer equals or exceeds the (further) Revised Maximum Percentage, the Issuer shall no longer be obliged to issue Warrants to the PIK Noteholders. In such event the Warrants already issued shall remain valid and outstanding. The date that the Warrant Certificate in respect of any Warrants is issued, shall be the "**Issue Date**" for such Warrant.
- 2.5. The consideration for the creation and issue of the Warrants shall be nil.
- 2.6. The Warrants shall be in registered form. A Holder's entitlement to the Warrants shall derive from entry in the Register and shall be evidenced by the issue to such Holder of a Warrant Certificate for its Warrants executed by the Issuer. Each Warrant Certificate shall be substantially in the form set out in Schedule 2 (*Form of Warrant Certificate*).
- 2.7. The Issuer undertakes to comply with the terms and conditions of this Agreement and specifically, but without limitation, to give effect to all Warrant Rights in accordance with this Agreement.

3. Exercise

- 3.1. A Holder may exercise its Warrant Rights in whole or in a series of parts at any time [during the Exercise Period] by written notice to the Issuer as set out in Schedule 1 to the Warrant Certificate.
- 3.2. The Issuer undertakes that within [twenty (20) Business Days] of the exercise of any Warrant Right by a Holder in accordance with this Agreement it shall resolve to allot and issue to such Holder the Shares to which such Holder is entitled upon exercise of such Warrant Rights through the execution of a notarial deed of share issue between the Issuer and the Holder against payment of the Exercise Price. The Exercise Price shall be charged against the share premium reserve of the ordinary shares D, if and when, sufficient. If at the time of exercise there is no longer is (sufficient) share premium for the ordinary shares D, the Exercise Price shall be paid by the Holder.

- 3.3. The Issuer undertakes at all times to keep available for issue free from pre-emption rights such number of authorised but unissued Shares as the Issuer requires to enable it fully to perform its obligations under the Warrants.²
- 3.4. [The Issuer represents and warrants that (i) all its requisite corporate resolutions for the issuance of the Warrants have been obtained and (ii) the issuance of the Warrants by the Issuer will not result in an obligation of the Issuer to make available a prospectus to the public under the Dutch Act on Financial Supervision (Wet op het financieel toezicht)³]
- 3.5. Warrants which have been exercised in full will be deemed to be cancelled upon such exercise.
- 3.6. In the event of a partial exercise of Warrant Rights, the Issuer will, issue a new Warrant Certificate to the relevant Holder for the balance of the Warrants which remain unexpired.
- 3.7. [Any Warrants which have not been exercised on or before the expiry of the Exercise Period shall automatically lapse and have no further effect on such date.]

4. Transfers

- 4.1. The Warrants are [freely] transferable⁴ in whole or in part to any person subject to (i) applicable law including securities laws, (ii) the provisions of this clause 4 and (iii) the transferee acknowledging that the Warrants are subject to the terms and conditions as set out in this Agreement [and in the Investment Agreement]).
- 4.2. It shall be a condition precedent to any transfer of Warrants that the Board has received an executed deed of adherence to this Agreement and the Investment Agreement from the transferee.
- 4.3. Before any Holder (the "**Selling Holder**") transfers any of its Warrants, the Selling Holder shall send a transfer notice to the Issuer requesting the Issuer's

² The Articles provide that the warrants for the ordinary shares P are free from pre-emption rights. To the extent that the authorised capital is insufficient at any time to the issue the Shares the articles will have to be amended suggest to incorporate obligation to do so in the investment agreement.

³ TBD, In order to be exempt from a prospectus obligation in the Netherlands, one of the following exemptions should apply (i) the interests are offered exclusively to qualified investors as defined in Section 1:1 of the Act on Financial Supervision (Wet op het financieel toezicht, the "WFT"), (ii) the interests are offered to fewer than 100 persons other than qualified investors, (iii) the interests on offer can only be acquired at a consideration of at least €50,000 per investor or (iv) the nominal value per interest is at least €50,000.

⁴ TBD. In addition the consequences under the IA in respect of Drag etc should be taken into account if the Warrants are only transferable together with the Notes.

approval of such transfer. [The Issuer shall grant the approval in the event that the Holder transfers its Warrants together with its PIK Notes to an Affiliate.]⁵

- 4.4. Prior to granting such approval, the Issuer shall observe the procedures set out in this clause 4 as appropriate and the Selling Holder shall only transfer any Warrants unless it has received the approval of the Issuer.
- 4.5. The Issuer shall approve a request for the transfer of Warrants if the request relates to:
 - a. the exercise of a Drag Along Right as set out in clause 5;
 - b. the exercise of any Squeeze Out Rights as set out in clause 6;
 - c. the transfer by a Holder of his Warrants to a third party, if, after the Board having made the offer in accordance with clause 4.7, such offer has not been accepted in full, and the Board has received an executed deed of adherence to this Agreement and the Investment Agreement from the relevant third party transferee;
- 4.6. The transfer notice shall:
 - a. specify the number of Warrants proposed to be transferred ("**Offered Warrants**");
 - b. specify the price per Warrant thereto at which the Selling Holder proposes to transfer the Offered Warrants (the "**Prescribed Price**");
 - c. specify the name of the proposed transferee (the "**Proposed Transferee**") and its business and any other material terms pertaining to a transfer to the Proposed Transferee; and
 - d. request that the Issuer, on behalf of the Selling Holder, offers to sell to the holders of ordinary shares D, the holders of ordinary shares M-I, M-II and S in the capital of the Issuer (the "**Offerees**") the Offered Warrants in accordance with clause [4.7], such notice referred to as the "**Transfer Notice**").
- 4.7. Within [five] Business Days following receipt of the Transfer Notice, the Issuer shall on behalf of the Selling Holder offer the Offered Warrants to the Offerees on the following basis (the "**Offer**");

⁵ TBD.

- a. the Offered Warrants shall be offered at the Prescribed Price per Warrant specified in the Transfer Notice;
 - b. the Offer shall limit the time, not being less than [3] or more than [30] Business Days, within which the Offer may be accepted by Offerees (the “**Acceptance Period**”);
 - c. the Offered Warrants shall be offered to the Offerees pro rata, in proportion to their respective holdings of ordinary shares in the Issuer (excluding ordinary shares held by the Selling Holder);
 - d. each Offeree to whom the Offer is made shall be invited to indicate whether, if it accepts some or all of the Offered Warrants offered to it pursuant to this clause [4.7], and whether it wishes to purchase any Offered Warrants offered to other Offerees which they decline to accept (such Offered Warrants being referred to as “**Excess Warrants**”) and if so the maximum number which it would wish to purchase;
 - e. if there are any Excess Warrants they shall be allocated between the Offerees who have indicated that they wished to purchase Excess Warrants pro rata, in proportion to their respective holdings of ordinary shares in the Issuer (excluding any ordinary shares held by the Selling Holder);
 - f. any remaining balance of Excess Warrants after such pro rata allocation shall be allocated to any Offerees who have sought to purchase more than its proportionate entitlement of Excess Warrants pro rata, in proportion to their respective holdings of ordinary shares in the Issuer.
- 4.8. Not later than [five] Business Days following the end of the Acceptance Period the Issuer shall give written notice (an “**Allocation Notice**”) to the Selling Holder stating one of the following:
- a. that (i) the Offerees have not sought to purchase all of the Offered Warrants (“**insufficient take-up**”), (ii) the Board has therefore resolved to approve the transfer to the Proposed Transferee, and (iii) that the Selling Holder may, within [ten] Business Days of service on it of the relevant Allocation Notice proceed with the transfer to the Proposed Transferee at a price not lower than the Prescribed Price and on no more favourable terms than the terms set out in the Transfer Notice as set out in clause 4.6; or
 - b. that (i) the Offerees have sought to purchase all of the Offered Warrants (“**a full take-up**”), giving the name and address of each Offeree and the number of Offered Warrants to be purchased by each of them, (ii) the Board has

therefore resolved to approve the Transfer to the Offerees, and (iii) the Selling Holder shall be bound on payment of the Prescribed Price to transfer the Warrants in question to the accepting Offerees, each sale and purchase to be completed on the first Business Day after the expiry of [ten] Business Days from the date of service of the Allocation Notice.

- 4.9. If one or more Offerees fail to complete the purchase of the Offered Warrants which are to be transferred to it under clause 4.8b (the “**Defaulted Offered Warrants**”) in accordance with the terms of an Allocation Notice then the following provisions shall apply:
 - 4.9.1. The Issuer shall notify the fact to the Selling Holder and the Selling Holder may:
 - a. cancel the Issuer’s authority to sell the Defaulted Offered Warrants to such Offeree(s) by delivering to the Issuer a written notice of withdrawal; and
 - b. before the expiration of forty Business Days after the end of the Acceptance Period, select by notice in writing to the Issuer to transfer the Defaulted Offered Warrants to any person at a price not lower than the Prescribed Price and on terms not more favourable than those offered to the Offerees, (provided that if such person is in the sole opinion of the Issuer a competitor of the Issuer then prior to any such transfer to any such person the prior written approval of the Issuer shall be required) and further subject to the provisions of this clause 4.
 - 4.10. The DIC Investor shall be entitled to designate a person to purchase all or part of the Warrants that the DIC Investor would otherwise be able to purchase pursuant to the Offer (“**DIC Offer Warrants**”) in its place (the “**DIC Designee**”) and further any such transfer, if consummated, must be in compliance with all applicable laws. For the avoidance of doubt the DIC Investor shall always be entitled to purchase any part of the DIC Offer Warrants which are not purchased by the DIC Designee. The Holder making the Offer shall offer the DIC Offer Shares (to the extent not purchased by DIC) to the DIC Designee. The Issuer must approve a transfer to a DIC Designee pursuant to an Offer.
 - 4.11. Every transfer of Warrants shall be made by an agreement of transfer in the form set out in the second schedule to the Warrant Certificate or any other form which may be approved for the time being by the Issuer.
 - 4.12. The agreement of transfer of Warrants shall be signed by or on behalf of the transferor and the transferee. The transferor shall be deemed to remain the

holder of the Warrants until the name of the transferee is entered in the Register in respect thereof.

- 4.13. The Issuer may decline to recognise any agreement of transfer of Warrants unless such agreement is deposited at the Address, or such other place as the Issuer may specify by written notice to the Holders, accompanied by the Warrant Certificate for the Warrants to which it relates and such other evidence as the Issuer may reasonably require to show the right of the transferor to make the transfer and compliance by the Holder and the transferee with this Agreement any applicable securities laws. The Issuer shall waive production of any Warrant Certificate upon production to it of satisfactory evidence of the loss or destruction of such Warrant Certificate together with such indemnity as it may reasonably require.
- 4.14. No fee shall be charged for any registration of a transfer of Warrants or for the registration of any other documents which in the opinion of the Issuer requires registration.
- 4.15. The registration of a transfer shall be conclusive evidence of the approval by the Issuer of such transfer.

5. Drag Along

- 5.1. The holders of the ordinary shares D, S, M-I or M-II in the capital of the Issuer, shall have drag along rights (the “**Drag-Along Right**”) in respect of any unexercised Warrants (“**Drag Along Warrants**”), in the event a bona fide third party offer is received for all the Issuer’s issued ordinary shares (including any depositary receipts stapled thereto) from a prospective purchaser (the “**Drag-Along Purchaser**”), and either:
 - a. such third party offer represents an Enterprise Value of the Issuer of not less than USD 1.2 billion and is accepted by the holders of 75 per cent of the ordinary shares in issue; or
 - b. such third party offer is accepted by the Issuer’s shareholders holding not less than 75 per cent of the Issuer’s ordinary shares in issue, including the holders of the ordinary shares M-I and the ordinary shares M-II representing not less than 75 per cent of the total number of the ordinary shares M-I plus the ordinary shares M-II (in each case, a “**Drag-Along Sale**”).

- 5.2. [Any Drag-Along Warrants transferred pursuant to a Drag-Along Right shall be purchased for an amount equal to the consideration payable in respect of the corresponding ordinary shares in the Drag-Along Sale.]⁶
- 5.3. The holders of the ordinary shares D, S, M-I or M-II in the capital of the Issuer exercising their Drag Along Rights ("**Drag Along Sellers**") shall deliver [through the Issuer] to each Drag-Along Warrant holder written notice (the "**Drag-Along Notice**") of any transfer proposed to be made pursuant to clause 5.1 not later than the tenth day prior to the proposed Drag-Along Sale, which notice shall set out:
- a. the type and amount of consideration to be paid by the Drag-Along Purchaser for the Drag-Along Warrants;
 - b. the name and details of the Drag Along Purchaser;
 - c. the number of Drag-Along Warrants that each Drag-Along Warrant holder may be required to transfer (as determined pursuant to Clause 5.1); and
 - d. all other material terms and conditions, if any, of such transaction.
- 5.4. If, within 60 days after the date of the Drag-Along Notice (unless such period is extended pursuant to clause 5.7), the Drag-Along Sellers complete the Drag-Along Sale in accordance with the terms and conditions set out in the Drag-Along Notice, each Drag-Along Warrant holder will sell its Drag-Along Warrants to the Drag-Along Purchaser at the same time and on the same terms and conditions upon which the Drag-Along Sellers sell their securities pursuant to the Drag-Along Sale.
- 5.5. Within [five] Business Days after the date of the Drag-Along Notice, the Drag-Along Warrant holders shall promptly deliver to the Issuer and Drag-Along Sellers all Warrant Certificates, and such other documents in their possession reasonably requested in writing by the Drag-Along Sellers and/or the Issuer and reasonably required to be executed in connection with such Drag-Along Sale.
- 5.6. If no transfer of the Drag-Along Warrants in accordance with the provisions of clauses 5.1 to 5.5 shall have been completed within 60 days after the date of the Drag-Along Notice (unless such period is extended pursuant to clause 5.7), the Issuer and/or the Drag-Along Sellers shall return to the Drag-Along Warrant holders all documents (if any) previously delivered to Issuer and/or the Drag-Along Sellers.

⁶ TBD price for Warrants in a drag

5.7. If the transfer of Warrants pursuant to a Drag-Along Sale is subject to any prior regulatory approval, the time period during which such transfer may be consummated shall be extended until the expiration of five (5) Business Days after all such approvals shall have been received.

6. Squeeze Out Rights

6.1. If a holder of ordinary shares D, S, M-I or M-II in the share capital of the Issuer acquires 90% or more of the Issuer's issued ordinary shares, it shall have the right (a "**Squeeze Out Right**") to acquire all other ordinary shares (including any depositary receipts stapled thereto) and any unexercised warrants in respect of ordinary shares, including the Warrants, at the higher of (i) Fair Valuation and (ii) the highest per share price at which the ordinary shares comprising the relevant 90% were acquired during the immediately preceding two year period ("**Squeeze Out Price**").

6.2. In the event that a holder of ordinary shares D, S, M-I or M-II in the share capital of the Issuer obtains a Squeeze Out Right pursuant to clause 6.1, a Holder shall also have the right to require such holder of ordinary shares D, S, M-I or M-II to purchase any of its Warrants at the Squeeze-Out Price.

7. Register and Warrant Certificates

7.1. The Issuer shall maintain a register (the "**Register**") of Holders.

7.2. The Register will be kept and maintained by the Issuer at the following address:

[*]

7.3. The following shall be entered in the Register:

- a. the names and addresses of the Holders;
- b. the number and type of Warrants held by every such Holder; and
- c. the date on which the name of every Holder is entered in the Register in respect of the Warrants registered in its name.

7.4. Any change in the name or address of any Holder shall be notified immediately to the Issuer which shall cause the Register to be altered accordingly. The Holders or any of them or any person authorised by any such Holder shall be at liberty at all reasonable times during office hours upon one Business Day's notice to inspect the Register and to take copies of or extracts from the same or any part thereof.

- 7.5. The Issuer shall be entitled to treat a Holder as the absolute owner of the relevant Warrants registered in its name and accordingly shall not, except as ordered by a court of competent jurisdiction or as required by Dutch law, be bound to recognise any equitable or other claim to, or interest in, such Warrants on the part of any other person whether or not it shall have express or other notice thereof.
- 7.6. Within [five (5) Business Days] of entering the name of a Holder in the Register, the Issuer shall issue to the Holder a Warrant Certificate in respect of the Warrants to which such Holder is entitled as recorded in the Register.

8. Replacement of Warrant Certificates

- 8.1. If a Warrant Certificate is mutilated, defaced, lost, stolen or destroyed it will be replaced by the Issuer upon payment by the Holder of the Issuer's reasonable costs in connection with the issue of the replacement and on such terms as to evidence and indemnification as the Issuer may reasonably require. Mutilated or defaced Warrant Certificates in respect of which replacements are being sought must be surrendered before replacements will be issued.

9. Notices

- 9.1. Every Holder shall register with the Issuer an address to which notices can be sent and if any Holder shall fail so to do, notice may be given to such Holder by sending the same by any of the methods referred to in clause 9.2 to his last known place of business or residence or, if none, by exhibiting the same for 3 days at the registered office of the Issuer. Any notice to the Issuer shall be sent to its registered office.
- 9.2. Notices and other communications to Holders and/or the Issuer shall be in writing and may be given by personal delivery, by first class post or by prepaid airmail.
- 9.3. In proving service of any notice or other communication sent by post it shall be sufficient to prove that such notice or other communication was properly addressed and stamped and was deposited in a post box or at the post office.
- 9.4. A notice or other communication given pursuant to the provisions clause 9.2 of this Agreement shall be deemed to have been served:
- a. at the time of delivery, if delivered personally to the registered address of the Holder or the registered office for the time being of the Issuer, as applicable;

- b. on the second day following its posting, if sent by first class post; or
 - c. on the seventh day following its posting, if sent by prepaid airmail.
- 9.5. All notices and other communications with respect to Warrants registered in the names of joint registered Holders shall be given to whichever of such persons is named first in the Register and such notice so given shall be sufficient notice to all the registered holders of such Warrants.
- 9.6. Any person who, whether by operation of law, transfer or other means whatsoever, shall become entitled to any Warrants shall be bound by every notice in respect of such Warrants which prior to his name and address being entered on the Register shall have been duly given to the person from whom he derives his title to such Warrants.
- 9.7. Any notice or other communication given to a Holder in accordance with this Agreement shall be deemed to have been duly served in respect of any Warrants whether held solely or jointly with other persons by such Holder until some other person be registered in his place as the holder or joint holder thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on all persons (if any) jointly interested with him in any such Warrants.
- 9.8. When a given number of days' notice or notice extending over any other period is required to be given, the day of service shall be included but the day upon which such notice will expire shall not be included in such number of days or other period. The signature to any notice to be given by the Issuer may be written or printed.

10. Governing law and jurisdiction

- 10.1. This Agreement is governed by and shall be construed in accordance with Dutch law.
- 10.2. Any dispute arising out of or in connection with this Agreement shall be submitted exclusively to the competent courts in Amsterdam, notwithstanding the right of appeal.

In witness whereof this Agreement has been duly executed in _____
counterparts:

DIC Almaty 1 B.V.

By:
Title:

Sankaty Credit Opportunities IV LP

By:
Title:

GSO Capital Partners LP

By:
Title:

GoldenTree Asset Management LP

By:
Title:

[•]

By:
Title:

[•]

By:
Title:

[•]

By:
Title:

[•]

By:
Title:

**SCHEDULE 1
THE PIK INVESTORS**

	Name PIK Investor	Entitlement percentage to Warrants
1.	Sankaty Credit Opportunities IV LP	
2.	GSO Capital Partners LP	
3.	GoldenTree Asset Management LP	
4.	Second Lien Lenders	
5.		
6.		
7.		
8.		
9.		
10.		
11.		

**SCHEDULE 2
FORM OF WARRANT CERTIFICATE**

PIK PREFERENCE WARRANT CERTIFICATE

Certificate No.:

Date of Issue:

DIC Almatiss 1 B.V.

Amsterdam, the Netherlands

This is to certify that **[Subscriber]** is the registered holder of the warrants specified below under the PIK Preference Warrant Agreement entered into between, amongst others DIC Almatiss 1 B.V. and **[Subscriber]** on **[*]** **[September]** 2010 ("Agreement"). Terms used in this Warrant Certificate have the same meaning as defined in the Agreement.

[...] Warrants representing the contractual right to subscribe for **[...]** ordinary shares series P in the share capital of DIC Almatiss 1 B.V. with a par value of € 0.01 each (the "Shares") on the conditions set out in the Agreement.

The Warrants are subject to the terms and conditions set out in the Agreement, including the transfer restrictions set out therein such as the obtaining of the Issuers approval for the transfer. This Warrant Certificate must be delivered to DIC Almatiss 1 B.V. upon the exercise of any of the Warrants set out herein. Upon the issuance of the Shares, pursuant to the exercise of the Warrants this Warrant Certificate is null and void.

DIC Almatiss 1 B.V.

By:

Title:

**FIRST SCHEDULE TO
THE PIK PREFERENCE WARRANT CERTIFICATE
Exercise Notice**

To: Board
DIC Almatiss1 B.V.
[Address]

We refer to the attached PIK Preference Warrant Certificate issued under the PIK Preference Warrant Agreement entered into between, amongst others DIC Almatiss 1 B.V. and [Subscriber] on [*] [September] 2010 ("**Agreement**") and the Agreement [and the transfer of the Warrants to us as notified to you on [*]]. Defined terms used in this letter shall have the meaning as set out in the Agreement unless explicitly stated otherwise.

We hereby exercise the Warrant Rights over [.../all] of the Warrants represented by the attached Warrant Certificate [and attach a [banker's draft] for €[•] being the aggregate Exercise Price in relation to the Warrants we are exercising].

We enclose our Warrant Certificate for cancellation by you. [To the extent that we have not exercised the Warrant Rights over all of the Warrants held by us, we hereby request that the Issuer issues us a new Warrant Certificate in respect of the balance of unexercised Warrants and registers the changes in the Register.]

Yours faithfully,

.....
[NAME OF WARRANT HOLDER]

By: *

Title:

* Please note that the signatory must provide evidence of his/her due authorisation

**SECOND SCHEDULE TO
THE WARRANT CERTIFICATE
Form of Transfer**

To: Board
DIC Almatris 1 B.V.
[Address]

Transfer of Warrants

Dear Sirs,

We refer to the attached PIK Preference Warrant Certificate issued under the PIK Preference Warrant Agreement entered into between, amongst others DIC Almatris 1 B.V. and [Subscriber] on [*] [September] 2010 ("Agreement") and the Agreement [and the transfer of the Warrants to us as notified to you on [*]]. Defined terms used in this letter shall have the meaning as set out in the Agreement unless explicitly stated otherwise.

We hereby give notice that on signature of this letter by us we assign and transfer [...] Warrants of the Warrants held by us to [Name of transferee] (the "Transferee") on the date of this letter (the "Transfer"), who hereby accepts such transfer and acknowledges that the Warrants are subject to the terms and conditions as set out in the Agreement.

We enclose the Warrant Certificate for cancellation by you. We kindly request you to issue a new Warrant Certificate to the Transferee [and a new Warrant Certificate to us in respect of the balance of the Warrants retained by us] and register the changes in the Register.

Yours faithfully,

.....
[NAME OF WARRANT HOLDER]

By: *

Title:

.....
[NAME OF TRANSFEREE]

By: *

Title:

-
- * Please note that the signatory must provide evidence of his/her due authorisation
 - * Please note that the signatory must provide evidence of his/her due authorisation

SCHEDULE 3
Form of Instrument Register

PIK PREFERENCE WARRANTS REGISTER

DIC Almatis 1 B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of The Netherlands with its registered seat in Amsterdam, The Netherlands (the "**Issuer**")

REGISTER OF HOLDERS OF PIK PREFERENCE WARRANTS

issued by the Issuer pursuant to the PIK Preference Warrant Agreement entered into between, amongst others DIC Almatis 1 B.V., and the PIK Noteholders on [*] [September] 2010,

This register takes effect as per [*] 2015

WARRANT HOLDER

Name:

Address:

Date of receipt of Warrants:

Date of Registration:

No. Warrants:

(Partial) Exercise of:

No. Warrants:

Date of exercise:

Warrants remaining after partial exercise:

No. Warrants:

(Partial) Transfer of:

No. Warrants:

Warrants remaining after partial transfer:

No. Warrants:

Date of Transfer:

WARRANT HOLDER

Name:

Address:

Date of receipt of Warrants:

Date of Registration:

No. Warrants:

(Partial) Exercise of:

No. Warrants:

Date of exercise:

Warrants remaining after partial exercise:

No. Warrants:

(Partial) Transfer of:

No. Warrants:

Warrants remaining after partial transfer:

No. Warrants:

Date of Transfer:

WARRANT HOLDER

Name:

Address:

Date of receipt of Warrants:

Date of Registration:

No. Warrants:

(Partial) Exercise of:

No. Warrants:

Date of exercise:

Warrants remaining after partial exercise:

No. Warrants:

(Partial) Transfer of:

No. Warrants:

Warrants remaining after partial transfer:

No. Warrants:

Date of Transfer:
