

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

Form power of attorney  
**POWER OF ATTORNEY**  
**[SENIOR SECURED NOTEHOLDER]**

**The undersigned:**

name : \_\_\_\_\_  
legal form : \_\_\_\_\_  
country of incorporation : \_\_\_\_\_  
corporate seat/registered office : \_\_\_\_\_  
address : \_\_\_\_\_  
city and postal code : \_\_\_\_\_  
country : \_\_\_\_\_  
(the "**Principal**"),

represented by its managing director-natural person:

last name : \_\_\_\_\_  
first names : \_\_\_\_\_  
address : \_\_\_\_\_  
city and postal code : \_\_\_\_\_  
country : \_\_\_\_\_  
city and country of birth : \_\_\_\_\_  
date of birth : \_\_\_\_\_  
nationality : \_\_\_\_\_  
country, type and number  
of identification document : \_\_\_\_\_,

**hereby grants the following power of attorney:**

1. This power of attorney is granted to each of [ \*\* ] working with De Brauw Blackstone Westbroek ("**De Brauw**") (each an "**Authorised Person**").
2. This power of attorney is granted for the performance of the following acts in the Principal's name (definitions used herein have the same meaning as in the Uniform Glossary of Defined Terms for Plan Documents):
  - a. the acceptance of the issue [\*\*] ordinary shares series S in the share capital of DIC Almatris Topco 1 B.V., with corporate seat in Rotterdam, the Netherlands, in accordance with the draft deed of issue of ordinary shares

DIC Almatris 1 B.V., drawn up by De Brauw;

- b. the acceptance of the issue of [\*\*] SSN Senior Preference STAK 1 Depositary Receipts from STAK 1, in accordance with the draft deed of issue of senior preference shares and depositary receipts DIC Almatris 1 B.V., drawn up by De Brauw;
  - c. the acceptance of the issue of [\*\*] SSN Junior Preference STAK 2 Depositary Receipts from STAK 2, in accordance with the draft deed of issue of junior preference shares and depositary receipts DIC Almatris 1 B.V., drawn up by De Brauw; and
  - d. all other acts which may be necessary in that connection.
- 3. This power of attorney may be revoked only in writing.
  - 4. This power of attorney shall lapse after a period of sixty (60) days following the day on which it has been signed.
  - 5. In performing acts pursuant to this power of attorney, each Authorised Person may act pursuant to a power of attorney granted by one or more other persons involved in the acts referred to in paragraph 2.
  - 6. The liability of De Brauw and the Authorised Persons for any damage suffered by the Principal as a result of any action or lack of action by De Brauw or an Authorised Person when making use of, or otherwise in connection with, this power of attorney shall be limited to the amount or amounts to which the professional liability insurance taken out by De Brauw provides coverage including the deductible which De Brauw carries in connection with such insurance. The preceding sentence shall not apply to the extent that the damage is caused by the intentional or deliberately reckless conduct of the Authorised Person. The Principal shall indemnify each Authorised Person against any claim made by any third party in connection with this power of attorney or in connection with acts performed by an Authorised Person in the Principal's name under this power of attorney. The indemnity shall also relate to any damage or costs incurred by the Authorised Person in connection with such claim.
  - 7. The relationship between the Principal and the Authorised Persons arising from this power of attorney shall be governed exclusively by Dutch law.

**[Remainder of page intentionally left blank]**

**in evidence whereof:**

this power of attorney was signed in the manner set out below.

\_\_\_\_\_  
**[Senior Secured Noteholder]**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_ 2010

*Please note that:*

- 1. the signature(s) of the person(s) signing this power of attorney on behalf of the Principal should be **legalised** and as such evidenced by a statement by a civil law or public notary confirming that the signature put hereon corresponds with the signature placed on the signatory's passport;*
- 2. the power of attorney should be accompanied with an **apostille** to the extend a Dutch notary has not legalised the signature;*
- 3. we would appreciate receiving **a copy of a valid proof of identity of the person(s)** signing the power of attorney;*
- 4. we would appreciate receiving **the statement as set forth in the annex 1 to this power of attorney**, which statement should be issued by a lawyer admitted to the bar of the applicable jurisdiction and produced to the addressee of such statement before execution of the documents referred to therein.*

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Form confirmation statement  
**CONFIRMATION STATEMENT**  
**[SENIOR SECURED NOTEHOLDER]**

[letterhead]

De Brauw Blackstone Westbroek N.V.  
Attn. Mr. R.W. Clumpkens  
Claude Debussylaan 80  
1082 MD Amsterdam  
The Netherlands

[place, date]

**Re: the acceptance of the issue of the SSN Share Allocation, the SSN Senior Preference STAK 1 Depositary Receipts and Mezzanine Shares and the SSN Junior Preference STAK 2 Depositary Receipts in accordance with the draft notarial deeds attached hereto as Annex 1 (the "Transaction")**

Dear Mr. Clumpkens,

I am a lawyer admitted to practise under the laws of [\*\*] [the State of \*\*].

In connection with the Transaction, including any notarial deed or deeds to be executed in the Netherlands in connection therewith, I confirm that:

- (1) [\*\*] (the "**Company**") is a company incorporated and existing as a legal entity under the laws of [\*\*] [the State of \*\*].
- (2) The Company has the corporate power to enter into the Transaction.
- (3) There is nothing under the laws of [\*\*] [the State of \*\*] which prevents the Company from entering into the Transaction and meeting its obligations in respect thereof.

- (4) Under the laws of [\*\*] [the State of \*\*], the choice of the laws of the Netherlands as the governing law of the Transaction is recognised and accordingly the laws of the Netherlands govern the validity, binding effect and enforceability against the Company of the Transaction.
- (5) The power of attorney, a photocopy of which is attached hereto, has been validly granted on behalf of the Company.

Yours sincerely,

\_\_\_\_\_  
Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Date : \_\_\_\_\_

**ANNEX 1    Draft deeds of issue**

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**DRAFT DE BRAUW**  
**DEED OF ISSUE OF SENIOR PREFERENCE SHARES AND**  
**DEPOSITARY RECEIPTS**  
**DIC ALMATIS 1 B.V.**

On the \*\* day of \*\* two thousand and ten appears before me, Reinhard Willem Clumpkens,  
notaris (civil-law notary) practising in Amsterdam:

[\*\*]

for the purpose hereof acting as attorney authorized in writing of:

1. **DIC Almatiss 1 B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, with corporate seat in Rotterdam and having its address at: [3197 KM Botlek Rotterdam, the Netherlands, Theemsweg 30], number trade register: [\*\*], hereinafter referred to as: **Almatiss Topco 1**, and in that capacity representing Almatiss Topco 1; and
2. **[Senior Secured Noteholder]** a [\*\*] organised under the laws of [\*\*], having its registered office at [\*\*], hereinafter referred to as: the **Senior Secured Noteholder**, and in that capacity is representing the Senior Secured Noteholder; and
3. **Stichting Administratiekantoor Almatiss SPS**, a foundation under the laws of the Netherlands, with corporate seat in Rotterdam and having its address at: \*\*, hereinafter referred to as: **STAK 1**, and in that capacity representing STAK 1.

The person appearing

**DECLARES THAT,**

**WHEREAS:**

- a. On the \*\* day of \*\* two thousand and ten, an investment agreement (the "**Agreement**") was entered into by *inter alia* Almatiss Topco 1, STAK 1 and the Senior Secured Noteholder, pursuant to which agreement Almatiss Topco 1 shall need to issue senior preference shares series S to STAK 1, for which shares STAK 1 shall need to issue depositary receipts to the Senior Secured Noteholder;
- b. On [\*\*] two thousand and ten the managing board of Almatiss Topco 1 resolved in writing to issue [\*\*] ([\*\*]) senior preference shares series S in the share capital of Almatiss Topco 1, numbered [\*\*] up to and including [\*\*], each share with a par value of one eurocent (EUR 0.01) (the "**SSN Senior Preference Share Allocation**"), all of which shares shall be paid up by charging the share premium reserve of ordinary shares series D with an

amount equal to the total number of shares to be issued (\*\*) multiplied by one eurocent (EUR 0.01), subject to the issuance of [\*\*] ordinary shares series D in the share capital of Almatiss Topco 1 (the "**DIC Almatiss Topco 1 Shares**");

- c. The DIC Almatiss Topco 1 Shares have been issued on [\*\*] two thousand and ten;
- d. The meeting of ordinary shares series D has approved the issuance of the SSN Senior Preference Share Allocation against the share premium reserve ordinary shares series D;
- e. On the \*\* day of \*\* two thousand and ten, STAK 1 was incorporated, of which foundation the objects are to hold senior preference shares in the share capital of Almatiss Topco 1 in exchange for depositary receipts, and to issue one depositary receipt S for each SSN Senior Preference Share Allocation acquired by it (the "**SSN Senior Preference STAK 1 Depositary Receipts**"), and the terms and conditions of administration of STAK 1 were entered into on the \*\* day of \*\* two thousand and ten (the "**Terms and Conditions of Administration**");
- f. The SSN Senior Preference Shares Allocation are to be issued to STAK 1 under the obligation for STAK 1 to hold the SSN Senior Preference Shares Allocation for the benefit of the Senior Secured Noteholder and to issue one depositary receipt S to the Senior Secured Noteholder for each of the SSN Senior Preference Share Allocation; STAK 1 wishes to accept the SSN Senior Preference Share Allocation under the aforementioned obligation; the Senior Secured Noteholder wishes to accept the aforementioned depositary receipts.

**IT IS HEREBY AGREED AND CONFIRMED AS FOLLOWS:**

**CHAPTER I. ISSUE OF SHARES.**

**Issue of shares.**

**Article 1.**

- 1.1. In accordance with the provisions of section 2:196 Civil Code and the aforementioned resolution to issue senior preference shares series S, Almatiss Topco 1 hereby issues to STAK 1 the SSN Senior Preference Share Allocation, all of which shares shall be paid up by charging the share premium reserve of ordinary shares series D, under the obligation for STAK 1 to hold SSN Senior Preference Share Allocation for the benefit of the Senior Secured Noteholder and to issue the SSN Senior Preference STAK 1 Depositary Receipts to the Senior Secured Noteholder.
- 1.2. STAK 1 accepts the SSN Senior Preference Share Allocation under the obligation to issue the SSN Senior Preference STAK 1 Depositary Receipts to the Senior Secured Noteholder.
- 1.3. Almatiss Topco 1 hereby confirms that SSN Senior Preference Share Allocation has been fully paid up (*volgestort*) by charging the share premium reserve of ordinary shares series



**Share register.**

**Article 2.**

Almatis Topco 1 hereby confirms that immediately after execution of this deed the applicable notation on the share register of Almatis Topco 1 shall be made.

**CHAPTER II. ISSUE OF DEPOSITARY RECEIPTS.**

**Issue of depositary receipts.**

**Article 3.**

- 3.1. STAK 1 hereby issues to the Senior Secured Noteholder the SSN Senior Preference STAK 1 Depositary Receipts, subject to the Terms and Conditions of Administration.
- 3.2. The Senior Secured Noteholder accepts the SSN Senior Preference STAK 1 Depositary Receipts, subject to the Terms and Conditions of Administration.
- 3.3. Almatis Topco 1 and STAK 1 confirm and the Senior Secured Noteholder acknowledges and agrees that as in accordance with article 9 paragraph 1 of its articles of association, Almatis Topco 1 shall not cooperate in the issue of depositary receipts for shares, the Senior Secured Noteholder will not have the rights conferred by law on holders of depositary receipts for shares issued with the cooperation of a company.
- 3.4. The Senior Secured Noteholder undertakes towards STAK 1 and Almatis Topco 1 that if the SSN Senior Preference STAK 1 Depositary Receipts are transferred in full or in part, it will impose the provisions stated in clause 3.3 and this clause 3.4 as perpetual clauses on his successor(s) in law by making mention thereof in the relevant deed in such a manner that each newly entitled party stipulate and accept these for the benefit of STAK 1 and Almatis Topco 1. If the perpetual clauses set out above in this clause 3.4 are not complied with or not timely complied with, the party transferring one or more of the SSN Senior Preference STAK 1 Depositary Receipts shall forfeit an immediately payable penalty of [\*\*] euro (EUR [\*\*]) to Almatis Topco 1 and STAK 1, with the power for the latter to claim compliance and/or any additional damage suffered by it in addition to such penalty.

**Register of holder of depositary receipts.**

**Article 4.**

STAK 1 hereby confirms that immediately after execution of this deed the applicable notation on the register of holder of depositary receipts of STAK 1 shall be made.

**CHAPTER III. FINAL PROVISION**

**Rules of Professional Conduct.**

**Article 5.**

With reference to the Rules of Professional Conduct (*Verordening beroeps- en gedragsregels*) of the Royal Dutch Organisation of Civil Law Notaries (*Koninklijke Notariële Beroepsorganisatie*) all parties expressly agree that (i) De Brauw Blackstone Westbroek N.V. acts as counsel to Almatis Topco 1 in connection with, or acts as counsel for or on behalf of Almatis Topco 1 in the event of

any dispute relating to, this deed or any related agreement, and (ii) the civil law notary mentioned in the opening paragraph of this deed executes this deed even though he works at De Brauw Blackstone Westbroek N.V. as civil law notary.

A copy of the documents evidencing the resolutions referred to in the preamble of this deed are attached to this deed.

The written powers of attorney to the person appearing are evidenced by three (3) private instruments, of which copies are attached to this deed.

In witness whereof the original of this deed which will be retained by me, notaris, is executed in Amsterdam, on the date first mentioned in the head of this deed.

Having conveyed the substance of the deed and given an explanation thereto and having pointed out the consequences arising from the contents of the deed for the parties and following the statement of the person appearing that [he][she] has taken note of the contents of the deed and agrees with the partial reading thereof, this deed is signed, immediately after reading those parts of the deed which the law requires to be read, by the person appearing, who is known to me, notaris, and by myself, notaris.

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**DRAFT DE BRAUW**  
**DEED OF ISSUE OF JUNIOR PREFERENCE SHARES AND**  
**DEPOSITARY RECEIPTS**  
**DIC ALMATIS 1 B.V.**

On the \*\* day of \*\* two thousand and ten appears before me, Reinhard Willem Clumpkens,  
notaris (civil-law notary) practising in Amsterdam:

\*\*

for the purpose hereof acting as attorney authorized in writing of:

1. **DIC Almatiss 1 B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, with corporate seat in Rotterdam and having its address at: [3197 KM Botlek Rotterdam, the Netherlands, Theemsweg 30], number trade register: [\*\*], hereinafter referred to as: **Almatiss Topco 1**, and in that capacity representing Almatiss Topco 1; and
2. **[Senior Secured Noteholder]**, a [\*\*] organised under the laws of [\*\*], having its registered office at [\*\*], hereinafter referred to as: the **Senior Secured Noteholder**, and in that capacity is representing the Senior Secured Noteholder.
3. **Stichting Administratiekantoor Almatiss JPS**, a foundation, incorporated under the laws of the Netherlands, having its corporate seat in Rotterdam, the Netherlands, and its registered address is at [Theemsweg 30, 3197 KM Botlek, Rotterdam, the Netherlands], hereinafter referred to as: **STAK 2**, and in that capacity representing STAK 2.

The person appearing

**DECLARES THAT,**

**WHEREAS:**

- a. On the \*\* day of \*\* two thousand and ten, an investment agreement (the "**Agreement**") was entered into by *inter alia* Almatiss Topco 1, STAK 2 and the Senior Secured Noteholder, pursuant to which agreement Almatiss Topco 1 shall need to issue junior preference shares series S to STAK 2, for which shares STAK 2 shall need to issue depositary receipts S to the Senior Secured Noteholder;
- b. On [\*\*] two thousand and ten the managing board of Almatiss Topco 1 resolved in writing to issue [\*\*] ([\*\*]) junior preference shares series S in the share capital of Almatiss Topco 1, numbered [\*\*] up to and including [\*\*], each share with a par value of one eurocent (EUR 0.01) (the "**SSN Junior Preference Share Allocation**"), all of which shares shall be

paid up by charging the share premium reserve of ordinary shares series D with an amount equal to the total number of shares to be issued (\*\*) multiplied by one eurocent (EUR 0.01), subject to the issuance of [\*\*] ordinary shares series D in the share capital of Almatris Topco 1 (the "**DIC Almatris Topco 1 Shares**");

- c. The DIC Almatris Topco 1 Shares have been issued on [\*\*] two thousand and ten;
- d. The meeting of ordinary shares series D has approved the issuance of the SSN Junior Preference Share Allocation against the share premium reserve of ordinary shares series D;
- e. On the \*\* day of \*\* two thousand and ten, STAK 2 was incorporated, of which foundation the objects are to hold junior preference shares in the share capital of Almatris Topco 1 in exchange for depositary receipts, and to issue one depositary receipt S for each SSN Junior Preference Share Allocation acquired by it (the "**SSN Junior Preference STAK 2 Depositary Receipts**"), and the terms and conditions of administration of STAK 2 were entered into on the \*\* day of \*\* two thousand and ten (the "**Terms and Conditions of Administration**");
- f. The SSN Junior Preference Shares Allocation are to be issued to STAK 2 under the obligation for STAK 2 to hold the SSN Junior Preference Shares Allocation for the benefit of the Senior Secured Noteholder and to issue one depositary receipt S to the Senior Secured Noteholder for each of the SSN Junior Preference Share Allocation; STAK 2 wishes to accept the SSN Junior Preference Share Allocation under the aforementioned obligation; the Senior Secured Noteholder wishes to accept the aforementioned depositary receipts.

**IT IS HEREBY AGREED AND CONFIRMED AS FOLLOWS:**

**CHAPTER I. ISSUE OF SHARES.**

**Issue of shares.**

**Article 1.**

- 1.1. In accordance with the provisions of section 2:196 Civil Code and the aforementioned resolution to issue junior preference shares series S, Almatris Topco 1 hereby issues to STAK 2 the SSN Junior Preference Share Allocation, all of which shares shall be paid up by charging the share premium reserve of ordinary shares series D, under the obligation for STAK 2 to hold SSN Junior Preference Share Allocation for the benefit of the Senior Secured Noteholder and to issue the SSN Junior Preference STAK 2 Depositary Receipts to the Senior Secured Noteholder.
- 1.2. STAK 2 accepts the SSN Junior Preference Share Allocation under the obligation to issue the SSN Junior Preference STAK 2 Depositary Receipts to the Senior Secured Noteholder.

- 1.3. Almatris Topco 1 hereby confirms that SSN Junior Preference Share Allocation has been fully paid up (*volgestort*) by charging the share premium reserve of ordinary shares series.

**Share register.**

**Article 2.**

Almatris Topco 1 hereby confirms that immediately after execution of this deed the applicable notation on the share register of Almatris Topco 1 shall be made.

**CHAPTER II. ISSUE OF DEPOSITARY RECEIPTS.**

**Issue of depositary receipts.**

**Article 3.**

- 3.1. STAK 2 hereby issues to the Senior Secured Noteholder the SSN Junior Preference STAK 1 Depositary Receipts, subject to the Terms and Conditions of Administration.
- 3.2. The Senior Secured Noteholder accepts the SSN Junior Preference STAK 2 Depositary Receipts, subject to the Terms and Conditions of Administration.
- 3.3. Almatris Topco 1 and STAK 2 confirm and the Senior Secured Noteholder acknowledges and agrees that as in accordance with article 9 paragraph 1 of its articles of association, Almatris Topco 1 shall not cooperate in the issue of depositary receipts for shares, the Senior Secured Noteholder will not have the rights conferred by law on holders of depositary receipts for shares issued with the cooperation of a company.
- 3.4. The Senior Secured Noteholder undertakes towards STAK 2 and Almatris Topco 1 that if the SSN Junior Preference STAK 2 Depositary Receipts are transferred in full or in part, it will impose the provisions stated in clause 3.3 and this clause 3.4 as perpetual clauses on his successor(s) in law by making mention thereof in the relevant deed in such a manner that each newly entitled party stipulate and accept these for the benefit of STAK 2 and Almatris Topco 1. If the perpetual clauses set out above in this clause 3.4 are not complied with or not timely complied with, the party transferring one or more of the SSN Junior Preference STAK 2 Depositary Receipts shall forfeit an immediately payable penalty of [\*\*] euro (EUR [\*\*]) to Almatris Topco 1 and STAK 2, with the power for the latter to claim compliance and/or any additional damage suffered by it in addition to such penalty.

**Register of holder of depositary receipts.**

**Article 4.**

STAK 2 hereby confirms that immediately after execution of this deed the applicable notation on the register of holder of depositary receipts of STAK 2 shall be made.

**CHAPTER III. FINAL PROVISION**

**Rules of Professional Conduct.**

**Article 5.**

With reference to the Rules of Professional Conduct (*Verordening beroeps- en gedragsregels*) of the Royal Dutch Organisation of Civil Law Notaries (*Koninklijke Notariële Beroepsorganisatie*) all

parties expressly agree that (i) De Brauw Blackstone Westbroek N.V. acts as counsel to Almatris Topco 1 in connection with, or acts as counsel for or on behalf of Almatris Topco 1 in the event of any dispute relating to, this deed or any related agreement, and (ii) the civil law notary mentioned in the opening paragraph of this deed executes this deed even though he works at De Brauw Blackstone Westbroek N.V. as civil law notary.

A copy of the documents evidencing the resolutions referred to in the preamble of this deed are attached to this deed.

The written powers of attorney to the person appearing are evidenced by three (3) private instruments, of which copies are attached to this deed.

In witness whereof the original of this deed which will be retained by me, notaris, is executed in Amsterdam, on the date first mentioned in the head of this deed.

Having conveyed the substance of the deed and given an explanation thereto and having pointed out the consequences arising from the contents of the deed for the parties and following the statement of the person appearing that [he][she] has taken note of the contents of the deed and agrees with the partial reading thereof, this deed is signed, immediately after reading those parts of the deed which the law requires to be read, by the person appearing, who is known to me, notaris, and by myself, notaris.