B 1 (Official Form 1) (1/08)

United States Bankruptcy Court
Southern District of New York

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle):	Name of Joint Debtor (Spouse) (Last, First, Middle):
Almatis Holdings 3 B.V.	
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 8152.27.292.V.01	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): Theemsweg 30 3197 KM Botlek Rotterdam Netherlands ZIP CODE	Street Address of Joint Debtor (No. and Street, City, and State): ZIP CODE
County of Residence or of the Principal Place of Business:	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): ZIP CODE

Location of Principal Assets of Business Debtor (if different from street address above): ZIP CODE

Type of Debtor
(Form of Organization)
(Check **one** box.)

- ☐ Individual (includes Joint Debtors)
  See Exhibit D on page 2 of this form
- ☒ Corporation (includes LLC and LLP)
- ☐ Partnership
- ☐ Other (If debtor is not one of the above entities, check this box and state type of entity below.)

Nature of Business
(Check **one** box.)

- ☐ Health Care Business
- ☐ Single Asset Real Estate as defined in 11 U.S.C. § 101(51B)
- ☐ Railroad
- ☐ Stockbroker
- ☐ Commodity Broker
- ☐ Clearing Bank
- ☒ Other

Tax-Exempt Entity
(Check box, if applicable.)

- ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).

Chapter of Bankruptcy Code Under Which the Petition is Filed (Check **one** box.)

- ☐ Chapter 7
- ☐ Chapter 9
- ☒ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13
- ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding
- ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding

Nature of Debts
(Check one box.)

- ☐ Debts are primarily consumer, debts defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or house-hold purpose."
- ☒ Debts are primarily business debts

Filing Fee (Check one box.)

- ☒ Full Filing Fee attached.
- ☐ Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.
- ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.

Chapter 11 Debtors

Check one box:

- ☐ Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).
- ☒ Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).

Check if:

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $ 2,190,000.

Check all applicable boxes:

- ☒ A plan is being filed with this petition.
- ☒ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

Statistical/Administrative Information

- ☒ Debtor estimates that funds will be available for distribution to unsecured creditors.
- ☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

THIS SPACE IS FOR COURT USE ONLY

Estimated Number of Creditors

☐ 1-49	☐ 50-99	☐ 100-199	☐ 200-999	☒ 1,000-5,000	☐ 5,001-10,000	☐ 10,001-25,000	☐ 25,001-50,000	☐ 50,001-100,000	☐ Over 100,000

Estimated Assets

☐ $0 to $50,000	☐ $10,001 to $100,000	☐ $100,001 to $500,000	☐ $500,001 to $1 million	☐ $1,000,001 to $10 million	☐ $10,000,001 to $50 million	☐ $50,000,001 to $100 million	☐ $100,000,001 to $500 million	☒ $500,000,001 to $1 billion	☐ More than $1 billion

Estimated Liabilities

☐ $0 to $50,000	☐ $10,001 to $100,000	☐ $100,001 to $500,000	☐ $500,001 to $1 million	☐ $1,000,001 to $10 million	☐ $10,000,001 to $50 million	☐ $50,000,001 to $100 million	☐ $100,000,001 to $500 million	☐ $500,000,001 to $1 billion	☒ More than $1 billion

Voluntary Petition *(This page must be completed and filed in every case.)*	Name of Debtor(s): Almatis Holdings 3 B.V	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)		
Location Where Filed: None	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)		
Name of Debtor: Please see attached Schedule 1	Case Number: TBD	Date Filed: April 30, 2010
District: Southern District of New York	Relationship: Affiliates	Judge: TBD

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).

X _____

Signature of Attorney for Debtor(s) (Date)

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

☒ No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☐ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box.)

☐ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

☒ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes.)

☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

_____

(Name of landlord that obtained judgment)

_____

(Address of landlord)

☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

☐ Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(1)).

Voluntary Petition *(This page must be completed and filed in every case.)*	Name of Debtor(s): Almatis Holdings 3 B.V

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

_____
Telephone Number (if not represented by attorney)

_____
Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only **one** box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

☐ Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
(Signature of Foreign Representative)

_____
(Printed Name of Foreign Representative)

_____
Date

Signature of Attorney*

X */s/ Michael A. Rosenthal*
Signature of Attorney for Debtor(s)

Michael A. Rosenthal
Printed Name of Attorney for Debtor(s)

Gibson, Dunn & Crutcher LLP
Firm Name

Address
200 Park Avenue
New York, NY 10166-0193

(212) 351-3889
Telephone Number

April 30, 2010
Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X */s/ Remco de Jong*
Signature of Authorized Individual

Remco de Jong
Printed Name of Authorized Individual

Chief Executive Officer
Title of Authorized Individual

April 30, 2010
Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

_____
Printed Name and title, if any, of Bankruptcy Petition Preparer

_____
Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

_____
Address

X _____

_____
Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

SCHEDULE 1

Pending Bankruptcy Cases Filed
By the Debtor and Affiliates of the Debtor

The following affiliated debtors contemporaneously have filed chapter 11 petitions in the United States Bankruptcy Court for the Southern District of New York:

Affiliated Debtors:

1. Almatis B.V.
2. DIC Almatis Holdco B.V.
3. DIC Almatis Midco B.V.
4. DIC Almatis Bidco B.V.
5. Almatis Holdings 3 B.V.
6. Almatis Holdings 9 B.V.
7. Blitz F07-neunhundert-sechzig-drei GmbH
8. Almatis Holdings GmbH
9. Almatis GmbH
10. Almatis Holdings 7 B.V.
11. Almatis US Holding, Inc.
12. Almatis, Inc.
13. Almatis Asset Holdings LLC

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE:	:	**Chapter 11**
ALMATIS B.V., *et al.*,	:	**Case No. _____**
Debtors.	:	**Joint Administration Requested**

CONSOLIDATED LIST OF CREDITORS HOLDING THE 50 LARGEST UNSECURED CLAIMS

The above-captioned debtors (collectively, the "***Debtors***") each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532. The following is the consolidated list of the Debtors' creditors holding the 50 largest unsecured claims (the "***Consolidated List***") based on the Debtors' books and records as of approximately April 28, 2010. The Consolidated List is prepared in accordance with Rule 1007(d) of the Federal Rules of Bankruptcy Procedure and Rule 1007-2(4) of the Local Rules of Bankruptcy Procedure for filing in these chapter 11 cases. The Consolidated List does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101(31) or (2) secured creditors, unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 50 largest unsecured claims on a consolidated basis. None of these creditors are minor children. The information contained herein shall neither constitute an admission of liability by, nor is it binding on, the Debtors. The information herein, including the failure of the Debtors to list any claim as contingent, unliquidated or disputed, does not constitute a waiver of the Debtors' right to contest the validity, priority or amount of any claim.

	(1) Name of creditor and complete mailing address, including zip code	(2) Name, telephone number, fax numbers and complete mailing address, including zip code of employee, agents, or department of creditor familiar with claim who may be contacted	(3) Nature of claim (trade debt, bank loan, government contracts, etc.)	(4) Indicate if claim is contingent, unliquidated, disputed or subject to set off	(5) Amount of claim
1.	**Wilmington Trust (London) Limited** 6 Broad Street Place Fifth Floor London EC2M 7JH United Kingdom	**Wilmington Trust (London) Limited** 6 Broad Street Place Fifth Floor London EC2M 7JH United Kingdom Ph. +44 (0) 20 7614 1111 Fax +44 (0) 20 7614 1122	Almatis B.V. and Almatis Holdings 9 B.V. mezzanine indebtedness under Mezzanine Credit Facility		$203,600,000.00
2.	**Wilmington Trust (London) Limited** 6 Broad Street Place Fifth Floor London EC2M 7JH United Kingdom	**Wilmington Trust (London) Limited** 6 Broad Street Place Fifth Floor London EC2M 7JH United Kingdom Ph. +44 (0) 20 7614 1111 Fax +44 (0) 20 7614 1122	DIC Almatis Bidco B.V. junior mezzanine indebtedness under Junior Mezzanine Credit Facility		$81,200,000.00
3.	**UBS Limited** 1 Finsbury Avenue London, EC2M 2PP United Kingdom	**UBS Limited** 1 Finsbury Avenue London, EC2M 2PP United Kingdom Graham.vance@ubs.com Andrew.Santacroce@ubs.com	Almatis B.V., Almatis US Holding, Inc., Almatis Holding GmbH Second Lien subfacility indebtedness under Senior Credit Facility		$79,700,000.00
4.	**MVV Energiedienstleistungen GmbH** Giulinistr. 2 Ludwigshafen 67065 Germany	**MVV Energiedienstleistungen GmbH** Giulinistr. 2 Ludwigshafen 67065 Germany Ph. 0621 5709701 Fax 0621 5709-711	Trade		$1,253,776.96
5.	**RWE Gas Verkoopmaatschappij NV** Diamantlaan 15 Hoofddorp 2132 WV Netherlands	**RWE Gas Verkoopmaatschappij NV** Diamantlaan 15 Hoofddorp 2132 WV Netherlands Ph. +31 23 5691350 Fax +31 23 5691315 Frans.dewit@rwe.nl	Trade		$1,097,511.78

	(1) Name of creditor and complete mailing address, including zip code	(2) Name, telephone number, fax numbers and complete mailing address, including zip code of employee, agents, or department of creditor familiar with claim who may be contacted	(3) Nature of claim (trade debt, bank loan, government contracts, etc.)	(4) Indicate if claim is contingent, unliquidated, disputed or subject to set off	(5) Amount of claim
6.	**Delta N.V.** Poelendaelesingel 10 Middelburg 4335 JA Netherlands	**Delta N.V.** Poelendaelesingel 10 Middelburg 4335 JA Netherlands Ph. +31 118 883883 Fax +31 118 882994 tknaapen@delta.nl	Trade		$729,386.78
7.	**BASF Construction Polymers GmbH** Dr.-Albert-Frank-Strasse 32 Trotsberg 83308 Germany	**BASF Construction Polymers GmbH** Dr.-Albert-Frank-Strasse 32 Trotsberg 83308 Germany Ph. 08621 86-2248 Anja.Christina.Hinz@basf.com	Trade		$712,014.18
8.	**BIS Maintenance Südwest GmbH** An der Bundestrasse 3 Leimen 69181 Germany	**BIS Maintenance Südwest GmbH** An der Bundestrasse 3 Leimen 69181 Germany Ph. 06224/701-701 Fax 06224/701-700	Trade		$623,690.97
9.	**Helmut Kreutz GmbH** Helmut Kreutz Strasse Haiger-Langenaubach 35708 Germany	**Helmut Kreutz GmbH** Helmut Kreutz Strasse Haiger-Langenaubach 35708 Germany Ph. 02773/94410 Fax: 02773/944160	Trade		$616,574.91
10.	**SD Lehnkering Logistics BV** Zweth 24 Barendrecht 2991 LH Netherlands	**SD Lehnkering Logistics BV** Zweth 24 Barendrecht 2991 LH Netherlands Ph. 0180698-500 martin.vanderhoeven@lehnkering.nl	Trade		$458,431.77
11.	**SD UPS Supply Chain Solutions Inc** 314B Moon Clinton Rd Moon Township, Pennsylvania 15108 USA	**SD UPS Supply Chain Solutions Inc** 314B Moon Clinton Rd Moon Township, Pennsylvania 15108 USA Ph. 412-631-1615 Ckrivoniak@UPS.com	Trade		$421,308.35

	(1) Name of creditor and complete mailing address, including zip code	(2) Name, telephone number, fax numbers and complete mailing address, including zip code of employee, agents, or department of creditor familiar with claim who may be contacted	(3) Nature of claim (trade debt, bank loan, government contracts, etc.)	(4) Indicate if claim is contingent, unliquidated, disputed or subject to set off	(5) Amount of claim
12.	**SD Bauxite & Northern Railway Co.** 6232 Cyanamid Road Bauxite, Arkansas 72011 USA	**SD Bauxite & Northern Railway Co.** 6232 Cyanamid Road Bauxite, Arkansas 72011 USA Ph. 501-776-4619 heather.gregoire@railamerica.com	Trade		$421,257.46
13.	**SD Wincanton GmbH** Rheinkaistrasse 2 Mannheim 68159 Germany	**SD Wincanton GmbH** Rheinkaistrasse 2 Mannheim 68159 Germany Ph. 0621 8048-0 petra.munderloh-kristofory@wincanton.eu	Trade		$418,615.68
14.	**Coral Energy Resources, L.P.** 909 Fannin, Plaza Level 1 Houston, Texas 77010 USA	**Coral Energy Resources, L.P.** 909 Fannin, Plaza Level 1 Houston, Texas 77010 Ph. 1-713-230-7597 Randy.ward@shell.com	Trade		$400,000.00
15.	**Estron B.V.** Postbus 45 Spijkenisse 3200 AA Netherlands	**Estron B.V.** Postbus 45 Spijkenisse 3200 AA Netherlands Ph. 010 296 1616 Yvette@estron.nl	Trade		$374,335.94
16.	**UPS Supply Chain Solutions Inc** 636 Sandy Lake Road Coppell, Texas 75019 USA	**UPS Supply Chain Solutions Inc** 636 Sandy Lake Road Coppell, Texas 75019 USA Ph. 412-631-1615 Fax: 412-262-4544	Trade		$365,142.89
17.	**SD Wedig Int Spedition** Beindersheimer Str 102 Frankenthal 67227 Germany	**SD Wedig Int Spedition** Beindersheimer Str 102 Frankenthal 67227 Germany Ph. 6233 37 670 m.glaab@wedig.eu	Trade		$327,395.79

	(1) Name of creditor and complete mailing address, including zip code	(2) Name, telephone number, fax numbers and complete mailing address, including zip code of employee, agents, or department of creditor familiar with claim who may be contacted	(3) Nature of claim (trade debt, bank loan, government contracts, etc.)	(4) Indicate if claim is contingent, unliquidated, disputed or subject to set off	(5) Amount of claim
18.	**Entergy Corp.** 446 North Blvd. Baton Rouge, Louisiana 70891-8101 USA	**Entergy Corp.** 446 North Blvd. Baton Rouge, Louisiana 70891 USA Ph. 800-766-1648 dhester@entergy.com	Trade		$325,000.00
19.	**Aloysius Krenzer KG** Wasserkuppenstr 1 36163 Poppenhausen-Abtsroda Germany	**Aloysius Krenzer KG** Wasserkuppenstr 1 36163 Poppenhausen-Abtsroda Germany Ph. 06658 961610 Fax 06658 961630 kontakt@krenzer-paletten.de	Trade		$301,662.90
20.	**Carrieres Fours Chaux Dumont – Wautie** Parc Des Collines 50 Wavre 1300 Belgium	**Carrieres Fours Chaux Dumont – Wautie** Parc Des Collines 50 Wavre 1300 Belgium Ph. +32 10230711 Fax +32 10230950 Marco.Kluivers@lhoist.com	Trade		$296,357.49
21.	**H.J. Schmidt Mineraltechnik Gmbh** Engerser Landstr. 60 Bendorf Germany	**H.J. Schmidt Mineraltechnik Gmbh** Engerser Landstr. 60 Bendorf Germany Ph. 02622/9274-0 Fax 02622/927450	Trade		$266,452.99
22.	**Geidel Kraftverkehr GmbH** Wetzlarer Winkel 11 Mannheim 68262 Germany	**Geidel Kraftverkehr GmbH** Wetzlarer Winkel 11 Mannheim 68262 Germany Ph. 0621 5707286 uwe.geidel@freenet.de	Trade		$248,346.10

(1) Name of creditor and complete mailing address, including zip code		(2) Name, telephone number, fax numbers and complete mailing address, including zip code of employee, agents, or department of creditor familiar with claim who may be contacted	(3) Nature of claim (trade debt, bank loan, government contracts, etc.)	(4) Indicate if claim is contingent, unliquidated, disputed or subject to set off	(5) Amount of claim
23.	**Mondi Packaging Trebsen GmbH** Erich Hausmann Strasse 1 Trebsen 4687 Germany	**Mondi Packaging Trebsen GmbH** Erich Hausmann Strasse 1 Trebsen 4687 Germany Ph. 034383 91-100 Fax 03438391-114 bags.germany@mondigroup.com	Trade		$239,038.10
24.	**Trimet Schweiz AG** Gotthardstr. 20 Zug 6300 Switzerland	**Trimet Schweiz AG** Gotthardstr. 20 6300 Zug Switzerland Fax: +417286041	Trade		$220,592.85
25.	**Exim Handelsonderneming Rotterdam B** Cairostraat 50 Rotterdam 3047 BC Netherlands	**Exim Handelsonderneming Rotterdam B** Cairostraat 50 Rotterdam 3047 BC Netherlands Ph. 104623511 Thom.vanZeeland@ zakkencentrale.nl	Trade		$204,162.04
26.	**Blok –Feedstock** Carrouselweg 4 Hellevoetsluis 3225 LN Netherlands	**Blok –Feedstock** Carrouselweg 4 Hellevoetsluis 3225 LN Netherlands Ph. +31 181 316000 Fax +31 181 313333 rien@bloktransport.nl	Trade		$201,843.55
27.	**P. van der Wegen Gears BV** Lovense Kanaaldijk 113 Tilburg 5013 BJ Netherlands	**P. van der Wegen Gears BV** Lovense Kanaaldijk 113 Tilburg 5013 BJ Netherlands Ph. +31 5362000 Fax +31 5433122	Trade		$169,835.40
28.	**RHI AG** Magnesitstrasse 2 Leoben 8700 Austria	**RHI AG** Magnesitstrasse 2 Leoben 8700 Austria Fax: 0502135288 ilse.kolesnig@rhi-ag.com	Trade		$162,626.83

(1) Name of creditor and complete mailing address, including zip code		(2) Name, telephone number, fax numbers and complete mailing address, including zip code of employee, agents, or department of creditor familiar with claim who may be contacted	(3) Nature of claim (trade debt, bank loan, government contracts, etc.)	(4) Indicate if claim is contingent, unliquidated, disputed or subject to set off	(5) Amount of claim
29.	**Freudenberg IT-Information Service KG** Höhnerweg 2-4 Weinheim 69469 Germany	**Freudenberg IT-Information Service KG** Höhnerweg 2-4 Weinheim 69469 Germany Ph. 06201 808095 fitlogistik-vu@freudenberg-it.com	Trade		$153,471.89
30.	**Exim Handelsonderneming Rotterdam B** Cairostraat 50 Rotterdam 3047 BC Netherlands	**Exim Handelsonderneming Rotterdam B** Cairostraat 50 Rotterdam 3047 BC Netherlands Ph. 104623511 Thom.vanZeeland@ zakkencentrale.nl	Trade		$143,650.32
31.	**PKF B.V.** Sluisendijk 8 Heinenoord 3274 BM Netherlands	**PKF B.V.** Sluisendijk 8 Heinenoord 3274 BM Netherlands Ph. +31 186 608999 Fax +31 186 608988 ron.dehoog@pkfpallets.nl	Trade		$142,240.30
32.	**Mondi Packaging** Fort Willemweg 1 Maastricht 6219 PA Netherlands	**Mondi Packaging** Fort Willemweg 1 Maastricht 6219 PA Netherlands Ph. +31 43 3299299 Fax +31 43 3253496 paul.janssen@mondigroup.com	Trade		$140,330.54
33.	**American Express TMS** P.O. Box 360001 Fort Lauderdale, FL USA	**American Express TMS** P.O. Box 360001 Fort Lauderdale, FL USA Ph. 800-528-2122 Jerrod.v.hebenstreit@aexp.com	Trade		$140,000.00
34.	**Rhenus Logistics** Pg de Porceyo 1-13 Gijon 33392 Spain	**Rhenus Logistics** Pg de Porceyo 1-13 Gijon 33392 Spain Ph. 985307451 mariasoledad.urrea@es.rhenus.co m	Trade		$139,456.55

	(1) Name of creditor and complete mailing address, including zip code	(2) Name, telephone number, fax numbers and complete mailing address, including zip code of employee, agents, or department of creditor familiar with claim who may be contacted	(3) Nature of claim (trade debt, bank loan, government contracts, etc.)	(4) Indicate if claim is contingent, unliquidated, disputed or subject to set off	(5) Amount of claim
35.	**European Bulk Services BV** Elbeweg 117 Rotterdam 3180 AE Netherlands	**European Bulk Services BV** Elbeweg 117 Rotterdam 3180 AE Netherlands Ph. +31 181 262988 Fax +31 181 258144 p.van.poelgeest@ebsbulk.nl	Trade		$121,559.10
36.	**SD Wedig Int Spedition** Beindersheimer Str 102 Frankenthal 67227 Germany	**SD Wedig Int Spedition** Beindersheimer Str 102 Frankenthal 67227 Germany Ph. 6233 37 670 m.glaab@wedig.eu	Trade		$119,843.85
37.	**Dadco Alumina & Chemicals Ltd** Hamilton House Guemsey GY1 1WA United Kingdom	**Dadco Alumina & Chemicals Ltd** Hamilton House Guemsey GY1 1WA United Kingdom Ph. 1481740605 Sarah.Girard@dadcoalumina.com	Trade		$116,608.51
38.	**NV Gouda Vuurvast** Goudkade 16 Gouda 2802 AA Netherlands	**NV Gouda Vuurvast** Goudkade 16 Gouda 2802 AA Netherlands Fax: 0182584098 info@goudaservices.com	Trade		$100,358.39
39.	**CCC Construction Co. Inc.** 3828 Salem Road Benton, Arkansas USA	**CCC Construction Co. Inc.** 3828 Salem Road Benton, Arkansas USA Ph. (501) 316-0915 Fax (501) 316-1517	Trade		$99,157.98
40.	**Reikon Aandrijftechniek BV** Edison Straat 5 Gouda 2809 PC Netherlands	**Reikon Aandrijftechniek BV** Edison Straat 5 Gouda 2809 PC Netherlands Fax: 0182518233	Trade		$98,742.05
41.	**SD SAE** Via Brennero 45 Trento 38100 Italy	**SD SAE** Via Brennero 45 Trento 38100 Italy log.mannheim@saeit.com	Trade		$90,499.83

	(1) Name of creditor and complete mailing address, including zip code	(2) Name, telephone number, fax numbers and complete mailing address, including zip code of employee, agents, or department of creditor familiar with claim who may be contacted	(3) Nature of claim (trade debt, bank loan, government contracts, etc.)	(4) Indicate if claim is contingent, unliquidated, disputed or subject to set off	(5) Amount of claim
42.	**Duquesne Light Co.** P.O. Box 10 Pittsburgh, PA 15230-0010	**Duquesne Light Co.** P.O. Box 10 Pittsburgh, PA 15230-0010 Ph. 412-393-2343 Fax: 412-393-2314 paymentprocessing@duqlight.com	Trade		$90,000.00
43.	**Foison Packaging, Inc.** 5060 W. Royal Atlanta Dr. Suite 32 Tucker, Georgia 30084	**Foison Packaging, Inc.** 5060 W. Royal Atlanta Dr. Suite 32 Tucker, Georgia 30084 Fax: 770-939-2493 GRACE@FOISONINC.COM	Trade		$88,340.48
44.	**Fercam S. p. A.** Via Marie Curie 2 Bolzano 39100 Italy	**Fercam S. p. A.** Via Marie Curie 2 Bolzano 39100 Italy Ph. 0471 530 229 Fax: 0471 530 503 andreas.steiner@fercam.com	Trade		$85,306.40
45.	**Little Rock Sheet Metal Co.** 625 W. Dixon Road Little Rock, Arkansas 72206	**Little Rock Sheet Metal Co.** 625 W. Dixon Road Little Rock, Arkansas 72206 Fax: 501-490-0788 lrsm@lrsheetmetal.com	Trade		$85,168.12
46.	**SD Ewals Cargo Care B.V.** # 0 Tegelen Netherlands	**SD Ewals Cargo Care B.V.** # 0 Tegelen Netherlands Ph. 0031773202202 frank.van.den.brandt@nl.ewals.com	Trade		$83,609.47
47.	**Ludwig Gmbh** Mauerbergstr. 38 Baden-Baden 76534 Germany	**Ludwig Gmbh** Mauerbergstr. 38 Baden-Baden 76534 Germany Fax: 07223 961660 kontakt@ludwig-paletten.de	Trade		$80,492.69
48.	**Applied Industrial Technologies** 22510 Network Place Chicago, IL 60673-1225 USA	**Applied Industrial Technologies** 22510 Network Place Chicago, IL 60673-1225 USA Fax: 501-955-9505	Trade		$80,444.07

	(1) Name of creditor and complete mailing address, including zip code	(2) Name, telephone number, fax numbers and complete mailing address, including zip code of employee, agents, or department of creditor familiar with claim who may be contacted	(3) Nature of claim (trade debt, bank loan, government contracts, etc.)	(4) Indicate if claim is contingent, unliquidated, disputed or subject to set off	(5) Amount of claim
49.	**Surface Chemists of Florida, Inc.** 1303 Park Lane South Jupiter, FL 33458 USA	**Surface Chemists of Florida, Inc.** 1303 Park Lane South Jupiter, FL 33458 USA Fax: 561-745-8737 colleen@surfacechemists.com	Trade		$77,962.50
50.	**Gericke** Zuiderinslag 18 Hoevelaken 3870 CA Netherlands	**Gericke** Zuiderinslag 18 Hoevelaken 3870 CA Netherlands Fax +31 (0) 332542600	Trade		$77,232.65

DECLARATION UNDER PENALTY OF PERJURY

Pursuant to 28 U.S.C. § 1746, I, Remco de Jong, the duly authorized signatory of Almatis Holdings 3 B.V., declare under penalty of perjury that I have read the forgoing Consolidated List of Creditors Holding the 50 Largest Unsecured Claims and that it is true and correct to the best of my information and belief.

Dated: New York, New York
April 30, 2010

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

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE:	:	**Chapter 11**
ALMATIS B.V., *et al.*,	:	**Case No. _____**
Debtors.	:	**Joint Administration Requested**

CORPORATE OWNERSHIP STATEMENT

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and Local Rule of Bankruptcy Procedure 1007-3, the following are corporations, other than a governmental unit, that directly or indirectly own 10% or more of any class of the Debtor's equity interests:

Shareholder	Address of Shareholder	Approximate Percentage of Shares Held
DIC Almatis Bidco B.V.	Theemsweg 30 3197 KM Botlek Rotterdam Netherlands	100%

DECLARATION UNDER PENALTY OF PERJURY

Pursuant to 28 U.S.C. § 1746, I, Remco de Jong, the duly authorized signatory of Almatis Holdings 3 B.V., declare under penalty of perjury that I have read the forgoing Corporate Ownership Statement and that it is true and correct to the best of my information and belief.

Dated: New York, New York
April 30, 2010

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

MINUTES BOARD MEETING

Minutes of the proceedings at the meeting of the managing board of **Almatis Holdings 3 B.V.**, a private company with limited liability incorporated under the laws of the Netherlands with corporate seat in Rotterdam, the Netherlands, and having its address at Theemsweg 30, 3197 KM Botlek Rotterdam, the Netherlands, (the "**Company**"), which meeting was held by telephone on the twenty-ninth day of April, 2010 at 16.30 hours CET.

The meeting appointed Remco de Jong as Chairman and Charles Edward Nield Herlinger as Secretary of the meeting.

The Chairman opened the meeting and recorded that the following managing directors were present:

(a) Remco de Jong, and

(b) Charles Edward Nield Herlinger,

together forming the entire managing board of the Company.

Then, having been presented by the Almatis group (the "**Group**") executive management and the Company's financial and legal advisors with materials regarding the liabilities and liquidity of the Company, the strategic alternatives available to the Company and the impact of the foregoing on the Company, its enterprise and its stakeholders, having reviewed, considered and discussed these materials and having had the opportunity to consult with the Company's financial and legal advisors, the managing board considered and discussed the current status, liabilities and liquidity of the Company and considered fully each of the strategic alternatives available to the Company in order to restructure its debt and the debt of the Group, including the high yield refinancing proposal presented by DIC.

With regard to the latter proposal, the managing board considered and discussed the current status thereof on the basis of a "Note of discussions with DIC regarding proposed alternative restructuring proposal and refinancing of Almatis first lien debt (24 to 28 April 2010)", a memorandum on the "Current status of discussions with DIC regarding alternative restructuring proposal" dated 29 April 2010 and a financial modelling and analysis of the DIC High Yield Bond proposal dated 28 April 2010, all three prepared by Close Brothers Corporate Finance Limited, the Company's financial advisor, which had been provided to the managing board prior to the managing board meeting. The managing board adopted the conclusions set out in the aforementioned documents and concluded, in accordance therewith, that the DIC proposal did not amount to a sufficiently credible and viable alternative

restructuring option.

In that light, the managing board again considered and discussed the proposal of a majority of the first lien senior lenders and the hedge counterparties under the credit facilities of the Group for a restructuring of the debt of the Company and the other Group companies encompassed in the Plan Support Agreement and its attachments (the "**PSA**") which has been entered into by the Company on 14 April 2010. By entering into the PSA, the Company committed itself to supporting the Plan set out therein and commencing chapter 11 cases as soon as possible.

Furthermore, the managing board considered and discussed the most recent Valuation Analysis Materials, dated 22 April 2010, received by it from the Company's investment banker and financial advisor Moelis & Company. The managing board took note that according to Moelis' report, the enterprise value range of the Group is currently approximately $510 – $570 million (with a mid-point of $540 million). This means that the value of the Group breaks squarely in the first lien senior debt.

The managing board took note that, as a result of the vote solicitation proceedings initiated pursuant to the resolutions adopted in the managing board meeting on 13 April 2010, over 61%of the creditors entitled to vote on the Plan had voted in favour thereof. As only the votes actually received count, this means that 100% has currently voted in favour, no votes against. As an important point, the managing board noted that the members of the senior co-ordinating committee had also voted in favour of the Plan and that they, as had become clear from discussions with the senior co-comm members and their legal counsel in the days preceding the managing board meeting and lastly immediately prior to the managing board meeting, shared the conclusion that the DIC refinancing proposal did not represent a viable restructuring option and was highly unlikely to timely mature sufficiently to attain such a status. Accordingly, the senior co-comm members had expressed as their strong view that the Company should live up to its obligations under the PSA and file a chapter 11 case without further delay.

The managing board then discussed and considered a draft of a Contribution and Assignment Agreement between the Company, DIC Almatis Bidco B.V. and certain of its affiliates pursuant to which DIC Almatis Bidco B.V., acting in its capacity of shareholder of the Company, makes an informal capital contribution to the share capital of the Company.

Finally, the managing board reviewed, considered and discussed the letter from The Committee of Mezzanine and Junior Mezzanine Lenders to (among others) the directors of the Company and the letter from DIC to the Senior Lenders to the Almatis Group with a copy to the "Management Board Members of Almatis", both dated 28 April 2010, which had been provided to the managing board prior to the managing board meeting.

Pursuant to the above, the Chairman proposed the following resolutions:

1 The plan of reorganisation contemplated by the Commercial Term Sheet attached to the Plan Support Agreement represents the best restructuring alternative available to the Company. It is

desirable and in the best interest of the Company, its enterprise and its stakeholders that the Company performs the Plan Support Agreement and files or causes to be filed a voluntary petition for relief under the provisions of chapter 11 of title 11 of the United States Code (the **"US Bankruptcy Code"**).

2 It is desirable and in the best interest of the Company, its enterprise and its stakeholders that the Company enters into and performs the Contribution and Assignment Agreement.

3 The Company will enter into and perform the Contribution and Assignment Agreement.

4 The Company will perform the Plan Support Agreement (including, without limitation, performance in accordance with the MIP Term Sheet and the Bonus Term Sheet attached thereto) and (if any) the DIP Credit Facility (as defined below).

5 The Company will file or cause to be filed a voluntary petition for relief under the US Bankruptcy Code and take or cause to be taken any steps necessary, proper, and/or desirable for the Company in connection with such filing.

6 Each of Remco de Jong and Charles Edward Herlinger is entitled to, on behalf and in name of the Company:

(a) negotiate, enter into, execute and deliver the Contribution and Assignment Agreement and for that purpose, to agree such amendments thereto as he deems necessary or desirable;

(b) negotiate, enter into, execute and deliver any agreement for the use of cash collateral in connection with the filing by the Company of a voluntary petition for relief under the US Bankruptcy Code, including agreements which require the Company to grant liens and pay interest to the Company's existing lender(s);

(c) negotiate, enter into, execute and deliver a debtor in possession loan facility (including such agreements, certificates, instruments, guaranties, notices and any and all other documents as he may deem necessary or appropriate to facilitate the execution and delivery thereof: a **"DIP Credit Facility"**), on the terms the he may deem necessary or appropriate for the consummation of the transactions contemplated thereby;

(d) negotiate, enter into, execute, deliver and file all petitions, schedules, lists and other motions, papers or documents and any amendments thereto in connection with the filing by the Company of a voluntary petition for relief under the US Bankruptcy Code; and

(e) perform any and all other legal and other acts, including acts of disposal, as in his judgment shall be or shall become necessary, proper, and/or desirable in connection

with the filing by the Company of a voluntary petition for relief under the US Bankruptcy Code, the use of cash collateral in connection therewith, the Plan Support Agreement, the Contribution and Assignment Agreement, the DIP Credit Facility, or otherwise to effectuate a successful reorganisation of the Company, including, without limitation, the negotiation of, entry into, execution, delivery, certification, filing, recording and/or performance of any agreements, instruments, motions, affidavits, applications for approvals or rulings of courts or other authorities, certificates or other documents.

7 The proceeds of the DIP Credit Facility (if any) shall be used (i) to satisfy the obligations of the Company, (ii) to pay for fees and expenses associated with the DIP Credit Facility, (iii) to continue the conduct of the affairs of the Company under the US Bankruptcy Code, and (iv) for general corporate purposes.

8 The Company will employ the following financial and legal advisors to represent and assist the Company in the following matters:

(a) the law firm of Gibson, Dunn & Crutcher LLP as bankruptcy counsel to represent and assist the Company in carrying out its duties under the US Bankruptcy Code and to take any and all actions to advance the Company's rights and obligations, including filing any pleadings;

(b) the law firm of Linklaters LLP as special English and German counsel to represent and assist the Company and to take any and all actions to advance the Company's rights and obligations;

(c) the law firm of De Brauw Blackstone Westbroek N.V. as Dutch counsel to represent and assist the Company and to take any and all actions to advance the Company's rights and obligations;

(d) the law firm of Schultze & Braun GmbH Rechtsanwaltsgesellschaft as counsel to advise management with respect to issues arising under German law;

(e) the law firm of Schultze & Braun GmbH Rechtsanwaltsgesellschaft-Wirtschaftsprüfungsgesellschaft as auditor to verify a restructuring opinion for the German companies of the Almatis group;

(f) the firm of Close Brothers Corporate Finance Limited as investment banker and financial advisor to represent and assist the Company in carrying out its duties under the US Bankruptcy Code and to take any and all actions to advance the Company's rights and obligations;

RSJ

(g) the firm of Moelis & Company as investment banker and financial advisor to represent and assist the Company in carrying out its duties under the US Bankruptcy Code and to take any and all actions to advance the Company's rights and obligations;

(h) the firm of Epiq Bankruptcy Solutions, LLC as notice, claims, solicitation, balloting and tabulation agent to represent and assist the Company in carrying out its duties under the US Bankruptcy Code and to take any and all actions to advance the Company's rights and obligations;

(i) the firm of PricewaterhouseCoopers as auditor to represent and assist the Company in carrying out its duties under the US Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations;

(j) the firm of Ernst & Young as tax advisor to represent and assist the Company in carrying out its duties under the US Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations;

(k) the firm of Talbot Hughes McKillop LLP as restructuring advisor to represent and assist the Company in carrying out its duties under the US Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and

(l) any other advisors to assist the Company in carrying out its duties under the US Bankruptcy Code and to take any and all actions to advance the Company's rights and obligations.

Each of Remco de Jong and Charles Edward Herlinger is entitled to, on behalf and in name of the Company, negotiate, enter into, execute and deliver appropriate retention agreements, pay appropriate retainers and to file or cause to be filed an appropriate application for authority to retain the services of the advisors mentioned here above.

9 To the extent required, any and all legal and other acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before these resolutions were adopted, are hereby in all respects approved and ratified (*goedgekeurd*).

10 The Company hereby grants the power of attorney set out here below:

POWER OF ATTORNEY

Name	:	**Almatis Holdings 3 B.V.**
Legal form	:	private company with limited liability
Country of incorporation	:	the Netherlands
Corporate seat	:	Rotterdam
Registered office address	:	Theemsweg 30
city and postal code	:	Botlek Rotterdam, 3197 KM
country	:	the Netherlands

(the "**Principal**"),

represented by:

Last name	:	De Jong
First name(s)	:	Remco
Address	:	Way Broek 17
City and postal code	:	Roermond, 6041 PJ
Country	:	the Netherlands
City and country of birth	:	Leeuwarden, the Netherlands
Date of birth	:	19 February 1963
Nationality	:	Dutch
Country, type and number of identification document	:	Dutch passport NP2P30912

("**De Jong**")
Directeur of the Principal

and

Last name	:	Herlinger
First name(s)	:	Charles Edward Nield
Address	:	Parkstrasse 3
City and postal code	:	Bad Soden am Taunus, 65812
Country	:	Germany
City and country of birth	:	Preston, United Kingdom
Date of birth	:	5 November 1955
Nationality	:	British
Country, type and number of identification document	:	United Kingdom passport 761218334

("**Herlinger**")

Directeur of the Principal

hereby grants the following power of attorney:

(1) This power of attorney is granted to each of De Jong and Herlinger (each an "**Authorised Person**").

(2) Reference is made to:

(a) a draft of a Contribution and Assignment Agreement between the Principal and certain of its affiliates pursuant to which DIC Almatis Bidco B.V., acting in its capacity of shareholder of the Principal, makes an informal capital contribution to the share capital of the Principal (the "**Contribution and Assignment Agreement**"); and

(b) the Plan Support Agreement between the Principal, certain of its affiliates and certain of the first lien senior lenders and the hedge counterparties under the credit facilities of the Almatis group of companies relating to a restructuring of the debt of the Almatis group of companies (the "**Plan Support Agreement**") entered into by the Principal on 14 April 2010.

(3) The Principal hereby grants power of attorney to each Authorised Person to, acting individually, perform the following acts in the name and on behalf of the Principal:

(a) file or cause to be filed a voluntary petition for relief under the provisions of chapter 11 of title 11 of the United States Code (the "**US Bankruptcy Code**");

(b) negotiate, enter into, execute and deliver the Contribution and Assignment Agreement and for that purpose, to agree such amendments thereto as he deems necessary or desirable;

(c) negotiate, enter into, execute and deliver any agreement for the use of cash collateral in connection with the filing by the Principal of a voluntary petition for relief under the US Bankruptcy Code, including agreements which require the Principal to grant liens and pay interest to the Principal's existing lender(s);

(d) negotiate, enter into, execute and deliver a debtor in possession loan facility (including such agreements, certificates, instruments, guaranties, notices and any and all other documents as he may deem necessary or appropriate to facilitate the execution and delivery thereof: a "**DIP Credit Facility**"), on the terms the he may deem necessary or appropriate for the consummation of the transactions contemplated thereby;

(e) negotiate, enter into, execute, deliver and file all petitions, schedules, lists and other motions, papers or documents and any amendments thereto in connection with the filing by the Principal of a voluntary petition for relief under the US Bankruptcy Code;

(f) employ the following financial and legal advisors to represent and assist the Principal in the following matters and for that purpose negotiate, enter into, execute and deliver appropriate retention agreements, pay appropriate retainers and file or cause to be filed an appropriate application for authority to retain the services of those advisors:

(i) the law firm of Gibson, Dunn & Crutcher LLP as bankruptcy counsel to represent and assist the Principal in carrying out its duties under the US Bankruptcy Code and to take any and all actions to advance the Principal's rights and obligations, including filing any pleadings;

(ii) the law firm of Linklaters LLP as special English and German counsel to represent and assist the Principal and to take any and all actions to advance the Principal's rights and obligations;

(iii) the law firm of De Brauw Blackstone Westbroek N.V. as Dutch counsel to represent and assist the Principal and to take any and all actions to advance the Principal's rights and obligations;

(iv) the law firm of Schultze & Braun GmbH Rechtsanwaltsgesellschaft as counsel to advise management with respect to issues arising under German law;

(v) the law firm of Schultze & Braun GmbH Rechtsanwaltsgesellschaft-Wirtschaftsprüfungsgesellschaft as auditor to verify a restructuring opinion for the German companies of the Almatis group;

(vi) the firm of Close Brothers Corporate Finance Limited as investment banker and financial advisor to represent and assist the Principal in carrying out its duties under the US Bankruptcy Code and to take any and all actions to advance the Principal's rights and obligations;

(vii) the firm of Moelis & Company as investment banker and financial advisor to represent and assist the Principal in carrying out its duties under the US Bankruptcy Code and to take any and all actions to advance the Principal's rights and obligations;

(viii) the firm of Epiq Bankruptcy Solutions, LLC as notice, claims, solicitation, balloting and tabulation agent to represent and assist the Principal in carrying out its duties under the US Bankruptcy Code and to take any and all actions to advance the Principal's rights and obligations;

(ix) the firm of PricewaterhouseCoopers as auditor to represent and assist the Principal in carrying out its duties under the US Bankruptcy Code, and to take any and all actions to advance the Principal's rights and obligations;

(x) the firm of Ernst & Young as tax advisor to represent and assist the Principal in carrying out its duties under the US Bankruptcy Code, and to take any and all actions to advance the Principal's rights and obligations;

(xi) the firm of Talbot Hughes McKillop LLP as restructuring advisor to represent and assist the Principal in carrying out its duties under the US Bankruptcy Code, and to take any and all actions to advance the Principal's rights and obligations; and

(xii) any other advisors to assist the Principal in carrying out its duties under the US Bankruptcy Code and to take any and all actions to advance the Principal's rights and obligations.

(g) perform any and all other legal and other acts, including acts of disposal, as in his judgment shall be or shall become necessary, proper, and/or desirable in connection with the filing by the Principal of a voluntary petition for relief under the US Bankruptcy Code, the use of cash collateral in connection therewith, the Plan Support Agreement, the Contribution and Assignment Agreement, the DIP Credit Facility, the retention of advisors as set out above, or otherwise to effectuate a successful reorganisation of the Principal, including, without limitation, the negotiation of, entry into, execution, delivery, certification, filing, recording and/or performance of any agreements, instruments, motions, affidavits, applications for approvals or rulings of courts or other authorities, certificates or other documents.

(4) This power of attorney is irrevocable.

(5) In performing acts pursuant to this power of attorney, each Authorised Person may act as a counterparty to the Principal or act pursuant to a power of attorney granted by one or more other persons involved in the acts referred to in paragraph (3).

(6) Each Authorised Person may grant a power of attorney to another person to perform, directly or indirectly, acts in the Principal's name within the limits of this power of attorney, and he may substitute another person for himself as authorised person. If the first sentence applies, the other person shall be an Authorised Person for the purposes of this power of attorney.

(7) The relationship between the Principal and the Authorised Persons arising from this power of attorney shall be governed exclusively by Dutch law.

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The managing board, after having discussed and considered them, voted on the proposals.

The Chairman recorded that De Jong and Herlinger voted in favour of the proposals so that the resolutions were adopted.

No other business to be transacted the Chairman closed the meeting at approximately 17.30 hours CET.

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By: Remco de Jong

Title: Directeur

Date: 29 April 2010

By: Charles Edward Nield Herlinger

Title: Directeur

Date: 29 - April - 2010