

United States Bankruptcy Court Southern District of New York					Voluntary Petition				
Name of Debtor (if individual, enter Last, First, Middle): Almatis GmbH					Name of Joint Debtor (Spouse) (Last, First, Middle):				
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): Alcoa Chemie GmbH					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): 27/673/0065/1					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): Giulinistraße 2 67065 Ludwigshafen Germany 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.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> 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.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other _____			Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 </div> <div> <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding </div> </div> <hr/> Nature of Debts (Check one box.) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> 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." </div> <div> <input checked="" type="checkbox"/> Debts are primarily business debts </div> </div>			
Filing Fee (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> 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. <input type="checkbox"/> 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: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$ 2,190,000. Check all applicable boxes: <input checked="" type="checkbox"/> A plan is being filed with this petition. <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> 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 <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> 1-49</div> <div><input type="checkbox"/> 50-99</div> <div><input type="checkbox"/> 100-199</div> <div><input type="checkbox"/> 200-999</div> <div><input checked="" type="checkbox"/> 1,000-5,000</div> <div><input type="checkbox"/> 5,001-10,000</div> <div><input type="checkbox"/> 10,001-25,000</div> <div><input type="checkbox"/> 25,001-50,000</div> <div><input type="checkbox"/> 50,001-100,000</div> <div><input type="checkbox"/> Over 100,000</div> </div>									
Estimated Assets <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> \$0 to \$50,000</div> <div><input type="checkbox"/> \$10,001 to \$100,000</div> <div><input type="checkbox"/> \$100,001 to \$500,000</div> <div><input type="checkbox"/> \$500,001 to \$1 million</div> <div><input type="checkbox"/> \$1,000,001 to \$10 million</div> <div><input type="checkbox"/> \$10,000,001 to \$50 million</div> <div><input type="checkbox"/> \$50,000,001 to \$100 million</div> <div><input type="checkbox"/> \$100,000,001 to \$500 million</div> <div><input checked="" type="checkbox"/> \$500,000,001 to \$1 billion</div> <div><input type="checkbox"/> More than \$1 billion</div> </div>									
Estimated Liabilities <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> \$0 to \$50,000</div> <div><input type="checkbox"/> \$10,001 to \$100,000</div> <div><input type="checkbox"/> \$100,001 to \$500,000</div> <div><input type="checkbox"/> \$500,001 to \$1 million</div> <div><input type="checkbox"/> \$1,000,001 to \$10 million</div> <div><input type="checkbox"/> \$10,000,001 to \$50 million</div> <div><input type="checkbox"/> \$50,000,001 to \$100 million</div> <div><input type="checkbox"/> \$100,000,001 to \$500 million</div> <div><input type="checkbox"/> \$500,000,001 to \$1 billion</div> <div><input checked="" type="checkbox"/> More than \$1 billion</div> </div>									

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): Almatis GmbH	
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.) <input type="checkbox"/> 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? <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> 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.) <input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: <input type="checkbox"/> 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.)			
<input type="checkbox"/> 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.			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> 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.)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.) <div style="text-align: right; margin-right: 100px;"> _____ (Name of landlord that obtained judgment) </div> <div style="text-align: right; margin-right: 100px;"> _____ (Address of landlord) </div>			
<input type="checkbox"/> 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			
<input type="checkbox"/> 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.			
<input type="checkbox"/> 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 GmbH

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

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
IN RE:	: Chapter 11
ALMATIS B.V., <i>et al.</i> ,	: Case No. _____
Debtors.	: Joint Administration Requested
	:
-----X	

**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.com	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 lrm@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 Almatiss GmbH, 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**

-----X
IN RE:

ALMATIS B.V., *et al.*,

Debtors.
-----X

:
:
: **Chapter 11**

:
: **Case No.** _____

:
: **Joint Administration Requested**
:
:-----X

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
Almatis Holdings GmbH	Giulinistraße 2 67065 Ludwigshafen Germany	100%

DECLARATION UNDER PENALTY OF PERJURY

Pursuant to 28 U.S.C. § 1746, I, Remco de Jong, the duly authorized signatory of Almatris GmbH, 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

	<u>/s/ Remco de Jong</u>
By:	Remco de Jong
Title:	Chief Executive Officer

Gesellschafterbeschluss

Shareholder's Resolution

der Almatiss GmbH

-Amtsgericht Ludwigshafen/Commercial Register of Ludwigshafen HR B 2360-

vom/on 29 April 2010

Unter Verzicht auf die Einhaltung aller nach Gesetz und Satzung vorgeschriebenen Bestimmungen über die Einladung und Abhaltung einer Gesellschafterversammlung hält hiermit die Almatiss Holdings GmbH, Ludwigshafen, HR B 5238, in ihrer Eigenschaft als alleinige Gesellschafterin der Almatiss GmbH (die „Gesellschaft“) eine Gesellschafterversammlung ab und beschließt was folgt:

Die Almatiss-Gruppe ist durch einen Secondary Buy-Out aus dem Jahre 2007 mit erheblichen Schulden belastet. Zur Restrukturierung unter gleichzeitigem Zusammenhalt des Konzerns ist es erforderlich und im besten Interesse der Gesellschaft und der Almatiss-Gruppe insgesamt, unter Berücksichtigung der Interessen aller Anspruchsberechtigten, ein Chapter 11 Verfahren für einige Almatiss Gesellschaften einzuleiten.

Die Unterzeichnenden berücksichtigen die Unterlagen, die ihnen vom Management der Gesellschaft, deren Finanz- und Rechtsberatern hinsichtlich der Verpflichtungen und Liquidität der Gesellschaft sowie hinsichtlich strategischer Alternativen, einschließlich einer von DIC vorgeschlagenen High-Yield Refinanzierung, vorgelegt wurden und deren Auswirkungen auf die Gesellschaft, insbesondere im Hinblick auf einen von einer großen Gruppe erstrangig gesicherter Gläubiger vorgelegten Vorschlag, der im Chapter 11 Verfahren umgesetzt und durch ein Plan Support Agreement zuvor abgesichert wurde.

Danach besteht für die Gesellschaft als

By waiving all rules concerning the calling, timing and holding of a shareholders meeting stipulated by law or corporate statutes Almatiss Holdings GmbH, Ludwigshafen, HR B 5238, in the capacity as sole shareholder of Almatiss GmbH (the “Company”) hereby holds a shareholders’ assembly and decides on the following:

Due to a Secondary Buy-Out in 2007 Almatiss Group carries a significant debt burden. In order to restructure these debts while at the same time keeping the Almatiss Group together it is necessary and in the best interest of the Company and the Almatiss Group as a whole with respect to the interest of all stakeholders involved to file for Chapter 11 regarding some Almatiss entities.

The undersigned reviewed and considered the materials presented by the management of the Company and the financial and legal advisors of the Company regarding the liabilities and liquidity of the Company, the strategic alternatives available to it, including the high yield refinancing proposal presented by DIC to the Company, and the impact of the foregoing on the Company's businesses, especially with respect to a proposal of a large group of first lien creditors which is to be implemented within a Chapter 11 proceeding pursuant to a Plan Support Agreement.

Accordingly the Company as Guarantor in

Garantiegeberin im Zusammenhang mit dem Secondary Buy-Out die Gefahr einer Inanspruchnahme für sämtliche Verbindlichkeiten aus dessen Finanzierung, wenn die Gesellschaft nicht ebenfalls ein Chapter 11 Verfahren beantragt.

Die Geschäftsführer der Gesellschafterin wurden ihrerseits durch Gesellschafterbeschluss angewiesen, den folgenden Beschluss zu fassen:

I.

**Freiwilliger Antrag auf Einleitung
eines Verfahrens nach Title 11,
Chapter 11, des US Code**

Hiermit wird daher beschlossen, dass die Geschäftsführer der Gesellschaft (nachfolgend „Geschäftsführer“) ermächtigt und angewiesen werden, für die Gesellschaft einen freiwilligen Antrag auf Eröffnung eines Verfahrens nach Chapter 11, Titel 11, des United States Code („US Bankruptcy Code“) in den USA bis zum 3. Mai 2010 zu stellen („Antrag“).

Es wird weiterhin beschlossen, dass die Geschäftsführer jeweils einzelvertretungsberechtigt, hiermit ermächtigt und angewiesen werden, alle erforderlichen Anträge für die Gesellschaft zu stellen, Anlagen, Listen und andere Vorgänge, Unterlagen und Dokumente im Zusammenhang mit dem Chapter 11 Verfahren einzureichen, diese nach den Erfordernissen zu ändern und alles nach ihrem Ermessen Erforderliche und Notwendige für den Antrag zu tun, einschließlich und ohne Einschränkung aller notwendiger Maßnahmen, um den gewöhnlichen Geschäftsbetrieb der Gesellschaft aufrecht zu erhalten.

II.

context with the Secondary Buy-Out may be called for all liabilities from its funding, if the Company does not file for Chapter 11, too.

The directors of the shareholder are instructed by a Shareholders resolution to resolve the following resolution:

I.

**Voluntary Petition under the Provisions
of Chapter 11 of Title 11 of US Code**

Now, therefore be it resolved, that the Directors of the Company (the “Directors”) are authorized and directed to file on behalf of the Company a voluntary petition for relief under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) no later than May 3, 2010;

Resolved further, that the Directors acting alone or together are hereby authorized and directed to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, papers, or documents and any amendments thereto in connection with the chapter 11 case under the Bankruptcy Code, and to take any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's businesses;

II.

Aufrechterhaltung der Beratung

Es wird weiterhin beschlossen, dass die Geschäftsführer hiermit ermächtigt und angewiesen werden, die Rechtsanwaltsgesellschaft Gibson, Dunn & Crutcher LLP für die insolvenzrechtliche Beratung im Zusammenhang mit dem US Bankruptcy Code zu beauftragen, die Gesellschaft bei der Wahrnehmung ihrer Pflichten nach dem US Bankruptcy Code zu vertreten und zu unterstützen und alle Maßnahmen zu treffen, die die Rechte der Gesellschaft und ihre Verpflichtungen befördern, einschließlich das Stellen jeglicher Anträge. Im Zusammenhang hiermit werden die Geschäftsführer der Gesellschaft ermächtigt und angewiesen, angemessene Vorschussvereinbarungen zu treffen, angemessenen Vorschuss zu entrichten und die erforderlichen Anträge zur Genehmigung zu veranlassen, um die Dienstleistung von Gibson, Dunn & Crutcher LLP zu erhalten.

Es wird weiterhin beschlossen, dass die Geschäftsführer hiermit ermächtigt und angewiesen werden, die Rechtsanwaltsgesellschaft Linklaters LLP mit der Beratung und Vertretung der Gesellschaft in Angelegenheiten betreffend der Kreditverträge und in Zusammenhang mit dem englischen Recht sowie in Angelegenheiten des deutschen Rechts zu beauftragen. Im Zusammenhang hiermit werden die Geschäftsführer der Gesellschaft ermächtigt und angewiesen, angemessene Vorschussvereinbarungen zu treffen, angemessenen Vorschuss zu entrichten, und die erforderlichen Anträge zur Genehmigung zu veranlassen, um die Dienste von Linklaters LLP zu erhalten.

Es wird weiterhin beschlossen, dass die Geschäftsführer hiermit ermächtigt und angewiesen werden, die Rechtsanwaltsgesellschaft De Brauw

Retention of Professionals

Resolved further, that the Directors be, and they hereby are, authorized and directed to employ the law firm of Gibson, Dunn & Crutcher LLP as bankruptcy counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations, including filing any pleadings; and in connection therewith, the Directors of the Company are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Gibson, Dunn & Crutcher LLP;

Resolved further, that the Directors be, and they hereby are, authorized and directed to employ the law firm of Linklaters LLP as counsel to represent and assist the Company on matters related to its credit facilities and in connection with matters of English law as well as with matters of German law; and in connection therewith, the Directors of the Company are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Linklaters LLP;

Resolved further, that Directors be, and they hereby are, authorized and directed to employ the law firm of De Brauw Blackstone Westbroek N.V. as counsel to represent and assist the Company in

Blackstone Westbroek mit der Beratung und Vertretung der Gesellschaft in Angelegenheiten betreffend das Recht der Niederlande zu beauftragen. Im Zusammenhang hiermit werden die Geschäftsführer der Gesellschaft ermächtigt und angewiesen, angemessene Vorschussvereinbarungen zu treffen, angemessenen Vorschuss zu entrichten, und die erforderlichen Anträge zur Genehmigung zu veranlassen, um die Dienstleistung von De Brauw Blackstone Westbroek zu erhalten.

Es wird weiterhin beschlossen, dass die Geschäftsführer hiermit ermächtigt und angewiesen werden, die Rechtsanwaltsgesellschaft Schultze & Braun GmbH Rechtsanwaltsgesellschaft mit der Beratung und Vertretung der Geschäftsführer im Zusammenhang mit ihren unter deutschem Insolvenzrecht bestehenden Pflichten und Optionen, im besten Interesse der Gesellschaft zu handeln, zu beauftragen. Im Zusammenhang hiermit werden die Geschäftsführer ermächtigt und angewiesen, angemessene Vorschussvereinbarungen zu treffen, angemessenen Vorschuss zu entrichten, und die erforderlichen Anträge zur Genehmigung zu veranlassen, um die Dienstleistung von Schultze & Braun GmbH Rechtsanwaltsgesellschaft zu erhalten.

Es wird weiterhin beschlossen, dass die Geschäftsführer hiermit ermächtigt und angewiesen werden, die Firma Schultze & Braun GmbH Rechtsanwaltsgesellschaft-Wirtschaftsprüfungsgesellschaft als Prüfungsgesellschaft zu beauftragen, ein Sanierungsgutachten für die deutschen Gesellschaften der Almatris Gruppe zu prüfen. Im Zusammenhang hiermit werden die Geschäftsführer ermächtigt und angewiesen, angemessene Vorschussvereinbarungen zu treffen, angemessenen Vorschuss zu entrichten und die erforderlichen Anträge zur Genehmigung zu veranlassen, um die

connection with matters involving the law of the Netherlands; and in connection therewith, the Directors of the Company are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of De Brauw Blackstone Westbroek;

Resolved further, that the Directors be, and they hereby are, authorized and directed to employ the law firm of Schultze & Braun GmbH Rechtsanwaltsgesellschaft as counsel to represent and assist the Directors in connection with their duties and options to act in the best interest of the Company under German insolvency law; and in connection therewith, the Directors, are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of Schultze & Braun GmbH Rechtsanwaltsgesellschaft;

Resolved further, that the Directors be, and they hereby are, authorized and directed to employ the firm of Schultze & Braun GmbH Rechtsanwaltsgesellschaft-Wirtschaftsprüfungsgesellschaft as auditor to verify a restructuring opinion for the German companies of the Almatris group; and in connection therewith, the Directors are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain the services of Schultze & Braun Rechtsanwaltsgesellschaft-Wirtschaftsprüfungsgesellschaft;

Dienstleistungen von Schultze & Braun
Rechtsanwaltsgesellschaft-
Wirtschaftsprüfungsgesellschaft zu
erhalten.

Es wird weiterhin beschlossen, dass die Geschäftsführer hiermit ermächtigt und angewiesen werden, die Firma Close Brothers als Investment Bank und Finanzberater zu beauftragen, die Gesellschaft bei der Wahrnehmung ihrer Pflichten nach dem US Bankruptcy Code zu beraten und zu vertreten sowie alle Maßnahmen zu treffen, die die Rechte der Gesellschaft und die Erfüllung ihrer Verpflichtungen zu befördern. Im Zusammenhang hiermit werden die Geschäftsführer ermächtigt und angewiesen, angemessene Vorschussvereinbarungen zu treffen, angemessenen Vorschuss zu entrichten und die erforderlichen Anträge zur Genehmigung zu veranlassen, um die Dienstleistung von Close Brothers zu erhalten.

Es wird weiterhin beschlossen, dass die Geschäftsführer hiermit ermächtigt und angewiesen werden, die Firma Moelis & Company als US Investment Bank, Finanzberater und Bewertungsexperte zu beauftragen, die Gesellschaft bei der Wahrnehmung ihrer Pflichten nach dem US Bankruptcy Code zu beraten und zu vertreten sowie alle Maßnahmen zu treffen, die die Rechte der Gesellschaft und die Erfüllung ihrer Verpflichtungen zu befördern. Im Zusammenhang hiermit werden die Geschäftsführer ermächtigt und angewiesen, angemessene Vorschussvereinbarungen zu treffen, angemessenen Vorschuss zu entrichten, und die erforderlichen Anträge zur Genehmigung zu veranlassen, um die Dienstleistung von Moelis & Company zu erhalten.

Es wird weiterhin beschlossen, dass die Geschäftsführer hiermit ermächtigt und angewiesen werden, die Firma PricewaterhouseCoopers AG

Resolved further, that the Directors be, and they hereby are, authorized and directed to employ 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 Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Directors are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain the services of Close Brothers;

Resolved further, that the Directors be, and they hereby are, authorized and directed to employ the firm of Moelis & Company as U.S. investment banker, financial advisor and valuation expert to represent and assist the Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Directors are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain the services of Moelis & Company;

Resolved further, that the Directors be, and they hereby are, authorized and directed to employ the firm of PricewaterhouseCoopers AG

Wirtschaftsprüfungsgesellschaft als
Wirtschaftsprüfer zu beauftragen, die
Gesellschaft bei der Wahrnehmung ihrer
Pflichten nach dem US Bankruptcy Code
zu beraten und zu vertreten sowie alle
Maßnahmen zu treffen, die die Rechte
der Gesellschaft und die Erfüllung ihrer
Verpflichtungen zu befördern. Im
Zusammenhang hiermit werden die
Geschäftsführer ermächtigt und
angewiesen, angemessene
Vorschussvereinbarungen zu treffen,
angemessenen Vorschuss zu entrichten,
und die erforderlichen Anträge zur
Genehmigung zu veranlassen, um die
Dienstleistung von
PricewaterhouseCoopers AG
Wirtschaftsprüfungsgesellschaft zu
erhalten.

Es wird weiterhin beschlossen, dass
die Geschäftsführer hiermit ermächtigt
und angewiesen werden, die Firma Ernst
& Young GmbH
Wirtschaftsprüfungsgesellschaft als
Steuerberater zu beauftragen, die
Gesellschaft bei der Wahrnehmung ihrer
Pflichten nach dem US Bankruptcy Code
zu beraten und zu vertreten sowie alle
Maßnahmen zu treffen, die die Rechte
der Gesellschaft und die Erfüllung ihrer
Verpflichtungen zu befördern. Im
Zusammenhang hiermit werden die
Geschäftsführer ermächtigt und
angewiesen, angemessene
Vorschussvereinbarungen zu treffen,
angemessenen Vorschuss zu entrichten,
und die erforderlichen Anträge zur
Genehmigung zu veranlassen, um die
Dienstleistung von Ernst & Young GmbH
Wirtschaftsprüfungsgesellschaft zu
erhalten.

Es wird weiterhin beschlossen, dass
die Geschäftsführer hiermit ermächtigt
und angewiesen werden, die Firma
Talbot Hughes McKillop LLP als
Restrukturierungsberater der
Gesellschaft zu beauftragen, die
Gesellschaft bei der Wahrnehmung ihrer
Verpflichtungen nach dem US
Bankruptcy Code zu unterstützen und
alle Maßnahmen zu treffen, die die

Wirtschaftsprüfungsgesellschaft as auditor
to represent and assist the Company in
carrying out its duties under the
Bankruptcy Code, and to take any and all
actions to advance the Company's rights
and obligations; and in connection
therewith, the Directors, with power of
delegation, are hereby authorized and
directed to execute appropriate retention
agreements, pay appropriate retainers,
and to cause to be filed appropriate
applications for authority to retain the
services of PricewaterhouseCoopers AG
Wirtschaftsprüfungsgesellschaft;

Resolved further, that the Directors be,
and they hereby are, authorized and
directed to employ the firm of Ernst &
Young GmbH
Wirtschaftsprüfungsgesellschaft as tax
advisors to represent and assist the
Company in carrying out its duties under
the Bankruptcy Code, and to take any and
all actions to advance the Company's
rights and obligations; and in connection
therewith, the Directors, with power of
delegation, are hereby authorized and
directed to execute appropriate retention
agreements, pay appropriate retainers,
and to cause to be filed appropriate
applications for authority to retain the
services of Ernst & Young GmbH
Wirtschaftsprüfungsgesellschaft;

Resolved further, that the Directors be,
and they hereby are, authorized and
directed to employ the firm of Talbot
Hughes McKillop LLP as restructuring
advisor, to assist the Company in carrying
out its duties under the Bankruptcy Code,
and to take any and all actions to advance
the Company's rights and obligations; and
in connection therewith, the Authorized
Officers are hereby authorized and
directed to execute appropriate retention

Rechte der Gesellschaft und die Erfüllung ihrer Verpflichtungen zu fördern. Im Zusammenhang hiermit werden die Geschäftsführer ermächtigt und angewiesen, angemessene Vorschussvereinbarungen zu treffen, angemessenen Vorschuss zu entrichten und die erforderlichen Anträge zur Genehmigung zu veranlassen, um die Dienstleistung von Talbot Hughes McKillop LLP zu erhalten.

Es wird weiterhin beschlossen, dass die Geschäftsführer hiermit ermächtigt und angewiesen werden, die Firma Epiq Bankruptcy Solutions, LLC zu beauftragen, als Agenten für die Aufstellung und Führung der Listen sowie der Durchführung der Abstimmung zu fungieren und die Gesellschaft bei der Wahrnehmung ihrer Verpflichtungen nach dem US Bankruptcy Code zu unterstützen und alle Maßnahmen zu treffen, die die Rechte der Gesellschaft und die Erfüllung ihrer Verpflichtungen zu fördern. Im Zusammenhang hiermit werden die Geschäftsführer ermächtigt und angewiesen, angemessene Vorschussvereinbarungen zu treffen, angemessenen Vorschuss zu entrichten und die erforderlichen Anträge zur Genehmigung zu veranlassen, um die Dienstleistung der Firma Epiq Bankruptcy Solutions, LLC zu erhalten.

Es wird weiterhin beschlossen, dass die Geschäftsführer ermächtigt und angewiesen werden, jeden weiteren Berater zu beauftragen, die Gesellschaft bei der Durchführung ihrer Pflichten nach dem US Bankruptcy Code zu unterstützen. Im Zusammenhang hiermit werden die Geschäftsführer ermächtigt und angewiesen, angemessene Vorschussvereinbarungen zu treffen, angemessenen Vorschuss zu entrichten und die erforderlichen Anträge zur Genehmigung zu veranlassen, die Dienstleistung jeglicher weiterer Berater zu erhalten.

agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain the services of Talbot Hughes McKillop LLP;

Resolved further, that the Directors, and they hereby are, authorized and directed to employ 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 Bankruptcy Code, and to take any and all actions to advance the Company's rights and obligations; and in connection therewith, the Directors are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain the services of Epiq Bankruptcy Solutions, LLC;

Resolved further, that the Directors be, and they hereby are, authorized and directed to employ any other professionals to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Directors are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary;

III.

**Einlagen- und
Übertragungsvereinbarung**

Es wird weiterhin beschlossen, dass die Geschäftsführung der Gesellschaft jeweils einzelvertretungsberechtigt, hiermit ermächtigt und angewiesen werden, das sogenannte „Contribution and Assignment Agreement“ zu verhandeln, zu vereinbaren und auszuführen und solche Schritte zu unternehmen, weitere Vereinbarungen, Urkunden und Dokumente für die Gesellschaft einzugehen bzw. auszustellen, die hieraus folgen oder in Verbindung hiermit stehen.

IV.

Finanzierungssicherungsvereinbarung

Es wird weiterhin beschlossen, dass im Zusammenhang mit der Durchführung des Chapter 11 Verfahrens der Gesellschaft die Geschäftsführer hiermit ermächtigt, berechtigt und angewiesen sind, Vereinbarungen zur Absicherung der Finanzierung der Gesellschaft im Chapter 11 Verfahren auszuhandeln und abzuschließen, die Verpfändungen und Zinszahlungen an bereits vorhandene Gläubiger der Gesellschaft beinhalten dürfen, zusätzliche Maßnahmen zu ergreifen und Vereinbarungen für die Gesellschaft zu treffen, die im Zusammenhang mit solchen Verträgen stehen oder diesen entsprechen.

V.

“Debtor in possession” Finanzierung

Es wird weiterhin beschlossen, dass die Geschäftsführer jeweils

III.

**Contribution And
Assignment Agreement**

Resolved further, that the Directors be, and hereby are, authorized, empowered, and directed to negotiate, execute, and deliver the Contribution and Assignment Agreement, and to take such additional action and to execute and deliver each other agreement, instrument, or document to be executed and delivered by or on behalf of the Company pursuant thereto or in connection therewith.

IV.

Cash Collateral Agreement

Resolved further, that in connection with the commencement of the chapter 11 case by the Company, the Directors be, and hereby are, authorized, empowered, and directed to negotiate, execute, and deliver agreements for the use of cash collateral in connection with the Company's chapter 11 case, which agreement(s) may require the Company to grant liens and pay interest to the Company's existing lender(s), and to take such additional action and to execute and deliver each other agreement, instrument, or document, to be executed and delivered by or on behalf of the Company pursuant thereto or in connection therewith.

V.

Dip Financing

Resolved Further, that the Directors be, and hereby are, authorized, directed and empowered in the name of and on behalf

einzelvertretungsberechtigt, hiermit bevollmächtigt und angewiesen werden, im Namen und im Auftrage der Gesellschaft als Schuldner und debtor in possession (Schuldner in Eigenverwaltung) (i) eine Darlehensvereinbarung zur Finanzierung der Eigenverwaltung (das „DIP Credit Facility“) zu solchen Bedingungen zu verhandeln, abzuschließen und durchzuführen wie es die Geschäftsführer als notwendig und angemessen erachten, um die Vollendung der angedachten Transaktion zu erreichen und (ii) im Zusammenhang mit dem „DIP Credit Facility“ solche Vereinbarungen, Zertifikate, Instrumente, Verbürgungen, Mitteilungen und alle sonstigen Dokumente zu verhandeln, abzuschließen und durchzuführen, welche der vorgesehene Geschäftsführer als notwendig und angemessen erachtet, um die Ausführung und Ausübung des „DIP Credit Facility“ zu vereinfachen (zusammen, the „Financing Documents“).

Es wird weiterhin beschlossen, dass der Ertrag aus dem „DIP Credit Facility“, (i) für die Verpflichtungen der Gesellschaft, (ii) für die im Zusammenhang mit dem „DIP Credit Facility“ stehenden Gebühren und Ausgaben, (iii) für die erforderlichen Angelegenheiten bei Durchführung des Chapter 11 Verfahren und (iv) für generelle Zwecke der Gesellschaft genutzt werden soll.

VI.

KEY EMPLOYEE INCENTIVE PLAN

Die Gesellschafterin hat das vorgeschlagene Eckpunktepapier für einen Key Employee Incentive Plans sowie einen Key Senior Incentive Plan (die „KEIP Pläne“), die dem Plan Support Agreement (PSA) beigefügt sind, geprüft,

wobei, die KEIP Pläne durch Unterzeichnung des PSA genehmigt ist;

of the Company, as debtor and debtor in possession, to negotiate, execute and deliver (i) a debtor in possession loan facility (the "DIP Credit Facility"), on the terms the Directors may deem necessary or appropriate for the consummation of the transactions contemplated thereby, and (ii) in connection with the DIP Credit Facility, such agreements, certificates, instruments, guaranties, notices and any and all other documents as the Designated Officers may deem necessary or appropriate to facilitate the execution and delivery of the DIP Credit Facility (collectively, the "Financing Documents").

Resolved Further, that the proceeds of the DIP Credit Facility 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 chapter 11, and (iv) for general corporate purposes;

VI.

KEY EMPLOYEE INCENTIVE PLAN

The shareholder has reviewed the proposed term sheets for the Key Employee Incentive Plan and the Key Senior Employee Incentive Plan which are attached to the PSA (the „KEIP Plans“);

Whereas, the KEIP Plans have been approved by the signatories to the PSA;

weiterhin, die Gesellschafterin hat entschieden, dass die KEIP Pläne notwendig sind, um das Management hinreichend zu entschädigen und hält es für ratsam und im besten Interesse der Gesellschaft und des Almatris Konzerns, dass die KEIP Pläne bestätigt werden.

Whereas, the Shareholder has determined that the KEIP Plans are necessary to properly incentivize the Company's management and deems it advisable and in the best interests of the Company and the Almatris Group to approve the KEIP Plans

Deshalb wird hiermit beschlossen, das die Regelungen des Key Employee Incentive Plans und des Key Senior Employee Incentive Plans Eckpunktepapiers, wie es dem PSA beigelegt ist, genehmigt werden und die Geschäftsführer ermächtigt werden, alle erforderlichen Schritte (einschließlich der Ausarbeitung des Eckpunktepapiers zu vollständigen KEIP Plänen) umzusetzen, alle erforderlichen Anträge für die Bestätigung dieser Pläne durch das Gericht zu stellen und alle erforderlichen Dokumente vorzulegen und auszuführen, um die im Eckpunktepapier beschriebenen KEIP Pläne umzusetzen.

Now, therefore, be it resolved, that the provisions of the Key Employee Incentive Plan and the Key Senior Employee Incentive Plan term sheets which are attached to the PSA are approved, and the Directors are authorized to take such actions (including preparing formal incentive plans implementing the provisions of the KEIP Plan term sheets), file such pleadings requesting court authorization, and execute and deliver such documents as are necessary to implement the incentive plans described in the term sheets;

VII.

Weitere Beschlüsse wurden nicht gefasst. Im Zweifel gilt der deutsche Wortlaut dieses Beschlusses.

VII.

Further resolutions have not been made. In case of doubt the German wording of this resolution shall prevail.

New York, den 29. April 2010

Almatris Holdings GmbH

Unterschrift /Signature

By: Remco de Jong

Unterschrift /Signature

By: Charles de Herlinger