



MAIN TERMS AND CONDITIONS OF THE ISSUE OF WARRANTS OF TESSENDERLO CHEMIE SA

RESERVED FOR GROUP MANAGEMENT COMMITTEE – GROUP MANAGEMENT COUNCIL AND KEY LEADERSHIP TEAM MEMBERS OF TESSENDERLO GROUP

PLAN 2013

INFORMATION DOCUMENT FOR THE SHAREHOLDERS

I. INTRODUCTION

In order to comply with the Corporate Governance legislation of April 2010 for the members of our Group Management Committee (GMC) as well as to enable some of our key Leadership Team members (mainly our Group Management Council and optional some key high performers and potentials) to keep their loyalty and motivation, we propose a one year warrant plan (with a US subplan) on behalf of that population. The main terms and conditions of the new warrant plan, which are included in this memo, are submitted to the ordinary general meeting for approval (7.13 Corporate Governance Code).

II. SUMMARY OF THE MAIN CHARACTERISTICS OF THE PLAN

➤ *Beneficiaries of the offer*

1. Exclusively for the GMC, the Group Management Council (composed in majority of Business Unit Directors) and possibly some high performing and/or high potential Leadership Team members of Tessenderlo Group; and
2. Employed under an employment contract with Tessenderlo Chemie SA or any of its subsidiaries, with no conditions as to years of service.

Excluded:

- Persons who are dismissed, whether or not for serious misdemeanour;
- persons who resigned;
- persons employed by a company which no longer belongs to Tessenderlo Group,

even if they are serving out their period of notice (except when leaving the company for regular retirement or agreed early retirement).

➤ *Country specifics*

The Board of Directors can, within the context of the present plan and for each of the countries where the present warrant plan is carried into effect, interpret and adjust the terms and conditions of the present warrant plan in order to bring them in line with the legislation for warrant/stock option plans for that country.

➤ ***Number of warrants***

In order to guarantee a stable number of warrants for the Beneficiaries and in order to comply with the Corporate Governance legislation applicable to our GMC, the maximum number of warrants is proposed to be set at 350.000

➤ ***Duration***

The term of the warrants will be **seven** years but they cannot be exercised before the end of the third calendar year following the year in which the offer has taken place.

➤ ***Exercise Price***

The Exercise Price for each warrant is equal to the lower of:

- the average of the closing stock market prices of Tessenderlo Chemie SA on Euronext Brussels¹ during the 30 days preceding the offer,
- or
- the last closing stock market price of Tessenderlo Chemie SA on Euronext Brussels on the day before the offer,

The Exercise Price for American residents is equal to the price of the normal shares of Tessenderlo Chemie SA at the closing of the stock exchange on the day of the offer.

For this one year plan, a sub-plan with special conditions for American residents will be applied with the same conditions as under the plan 2012, except for the number/value of warrants to be allocated which will be determined per decision of the Board of Directors within the framework of the authorised capital based upon the achievement of pre-determined targets (Q1 2013).

➤ ***Exercise periods***

1. Warrants can be exercised **between the 4th and 7th year** following the year of the offer.
2. The exercise period of the warrants shall only be open from the 5th bank working day following the approval of the annual accounts by the general shareholders' meeting until the 15th bank working day before the end of each of the calendar years involved.
3. The warrants may not be exercised during closed periods and, as the case may be, occasional prohibited periods (cf. Corporate Governance Charter of Tessenderlo Chemie).

¹ The Tessenderlo Chemie SA share is currently listed on the continuous settlement market ("continuumarkt" or "marché à terme continu") Euronext Brussels. In the present document, the concept "Euronext Brussels" must be interpreted to include any stock exchange, which may, in the future, be substituted for Euronext Brussels.

➤ **Modification or deviation of the plan rules**

The Board of Directors has the authority at any time to modify, suspend or terminate the plan or to deviate from the rules regarding the exercisability of warrants or other plan rules. Such modification, suspension, termination or deviation cannot affect the rights or obligations relating to an offered warrant in a way which is negative for the warrant holder, unless the consent of the warrant holder is obtained.

➤ **Underlying shares**

Each warrant entitles its holder to subscribe to one Tessenderlo Chemie SA share. These new shares will be of the same type and will enjoy the same rights as the existing ordinary shares (in particular as regards voting rights, entitlement to dividends and the right of distribution in the event of liquidation).

➤ **Rules applicable if the Beneficiary ceases working for the Tessenderlo Group**

The principles are identical to the principles of the plan 2012.

TERMINATION OF EMPLOYMENT - ATTACHMENT		
End of employment	Vested/Unvested	New plan
Voluntary termination	Unvested warrants	No immediate loss - exercise restriction to first year following the vesting period
	Vested warrants	Exercise restriction within time frame of maximum 1 year following the termination (within 7 year time frame)
Involuntary termination not for serious cause (“dringende reden / faute grave”), or termination in mutual agreement	Unvested warrants	No immediate loss - exercise restriction to first year following the vesting period
	Vested warrants	Exercise restriction within time frame of maximum 1 year following the termination (within 7 year time frame)
(Early) retirement – death- Long term disability – Force majeure	Unvested warrants	No restrictions – warrants can be exercised till expiration
	Vested warrants	No restrictions – warrants can be exercised till expiration
Involuntary termination for serious cause (“dringende reden / faute grave”)	Unvested warrants	Lapse
	Vested warrants	Lapse

Change of control	Unvested warrants	No restrictions – warrants can be exercised till expiration
	Vested warrants	No restrictions – warrants can be exercised till expiration

➤ ***Restriction on the transfer of warrants***

1. Warrants are non-transferable amongst the living.
2. Transfer only possible in the event of the Beneficiary's death (to successors).

➤ ***Anti-dilution clause in favour of Participants***

1. *Capital increase by cash contribution:* warrant holders will be entitled to exercise their warrants prior to the exercise date initially foreseen at the conditions then prevailing and consequently take part in the new issue, insofar as existing shareholders are so entitled.(art 501, 2nd paragraph Companies Code)
2. *Any operation that significantly impacts the shareholder structure (including public takeover bid/change of control/merger involving redistribution of securities):* warrant holders will also be entitled to exercise their warrants in advance.
3. *The company expressly reserves the right to take any possible decisions and to carry out any transactions which might have an impact on its capital, on the distribution of the profit or on the liquidation surpluses or that may otherwise affect the rights of the warrant holders, even in the event that these decisions might cause a reduction of the benefits offered to the warrant holders, unless the only purpose of these decisions and transactions would be such reduction (including capital increases in kind, the incorporation of reserves into capital accompanied with the issuing of free shares ("bonus shares"), the creation of convertible bonds or bonds with warrants, the distribution of stock dividends, exceptional dividend distributions as well as changing the representation of the capital and the provisions governing the distribution of profits or liquidation surpluses):* the company expressly reserves the right to undertake any other operations affecting the statutory capital of Tessenderlo Chemie SA.

Where the operations referred to in the above paragraph negatively impact the position of the warrant holders, the Exercise Price will be adjusted to the extent necessary in order to safeguard the interests of the holders of these warrants, in the manner customary in such circumstances. No adjustment will, however, be made to the Exercise Price when such adjustment would be under 1% of the prevailing Exercise Price.

➤ ***Dividends***

Each new share with VVPR strip will be entitled to the full dividend for the accounting year during which the warrant is exercised.

III. MANNER IN WHICH THE COMPANY WILL COMPLY WITH ITS OBLIGATIONS UNDER THE PLAN

The warrants which are planned to be issued under the plan, will in principle be issued by the board of directors, in the context of the authorized capital. In line with usual practice at Tessenderlo Chemie SA, the decision to issue warrants under Warrant Plan 2013 will in principle occur in the fourth quarter of 2013.

IV. COSTS

Costs relating to implementation, legal review and administration, structuring and exercise of warrants will be at the charge of Tessenderlo Chemie NV. These costs of Warrant Plan 2013 are estimated at 14.000 EUR.

Charges related to the holding of the shares acquired through the exercise of the warrants and the sale of the shares on the market will be at the charge of the Beneficiaries.