

BIJLAGE 4b

RoodMicrotec N.V.

(the Company)

**Warrant plan relating to
the granting of
warrants**

(the Plan)

**Attention! This investment falls outside AFM supervision.
No prospectus required for this activity.**



1. Introduction

On 8 may 2013, the management board of the Company (the **Management Board**) resolved to grant warrants to its bondholders with bonds (ISIN: [NL0010811030](#)) listed on the NPEX exchange. For each warrant held, the holder shall have, under the terms and conditions as set out in this Plan, the right to subscribe for one (1) new share with a nominal value of EUR 0.11 (eleven eurocents) in the capital of the Company.

The reason for the granting of the warrants by the Company is that the Company is grateful to its bondholders, and wishes to express its appreciation by offering them warrants under the terms and conditions as set out in this Plan.

2. The granting of the warrants

The Company grants as of 18 Juni 2014, as announced in the press release dated 08 may 2014, to each bondholder with bonds (ISIN: [NL0010811030](#)) 1,000 warrants for every euro 1,000 bonds that such bondholder (the **Beneficiaries**) holds in the bond capital of the Company (each a **Warrant** and collectively the **Warrants**. No fractions of Warrants shall be granted by the Company to the Beneficiaries.

All Warrants are issued in registered form, to be held in the dematerialised book-entry system (the Giro depot as defined in Section 35 of the Giro Act) maintained by Euroclear Nederland (Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V., **Euroclear Nederland**) on behalf of the Company and will be subject to The Dutch Securities Giro Act (*Wet giraal effectenverkeer*) (the **Giro Act**). No physical global certificates or certificates will be issued in respect of the Warrants. All Warrants will be registered in the name of Euroclear Nederland.

Delivery for withdrawal (*uitlevering*) out of the Giro depot is only possible under the conditions mentioned in the Dutch Securities Giro Act. The Warrants will be listed on NYSE Euronext Amsterdam and the Warrants are, subject to the selling restrictions as referred to in clause 5.10, negotiable instruments.

A **Warrant Holder** means the person in whose name a Warrant is registered in the Giro depot maintained by Euroclear Nederland on behalf of the Company in accordance with the Giro Act. A transfer of Warrants must be effected through the account at Euroclear Nederland subject to and in accordance with the Giro Act and the rules and procedures of Euroclear Nederland. Title to the Warrants shall pass upon registration of the transfer in the Giro depot.

3. The exercise conditions of the Warrants

3.1 The right to subscribe for new shares

Each Warrant entitles the Warrant Holder to subscribe for one (1) new ordinary share in the capital of the Company. The ordinary shares to which a Warrant Holder may become entitled are fungible with any other ordinary shares in the capital of the Company and are of the same class and enjoy the same benefits as any other ordinary shares in the capital of the Company (in particular with regard to voting rights and dividend entitlement).

3.2 The Exercise Price

The exercise price of each Warrant is EUR 0.13 (thirteen eurocents) (the **Strike Price**) subject to the terms of this Plan.

3.3 Exercise Period

Subject to the terms of this Plan, the Warrants may be exercised by the Warrant Holders until 31 December 2015 (the **Exercise Period**). The Company shall not be required to issue new shares to the Warrant Holder, unless the Warrant Holder has complied with the requirements set out in clause 3.5 of this Plan.

A Warrant Holder can only exercise Warrants during the Exercise Period and only during the first five Banking Days of each quarter (the **Exercise Time**). The Warrants cannot be validly exercised before or after the Exercise Time. An overview of the envisaged Exercise Times is given in **Schedule 1**.

3.4 Exercise Period Timetable

General timetable for the exercise of Warrants:

Exercise Period	:	until 31 December 2015
Exercise Time	:	First five Banking Days of each quarter during the Exercise Period and the last 5 Banking Days of december 2015
Exercise Closing Time	:	17h30 CET on the last Banking Day of the Exercise Time
Trade Date	:	First Banking Day following an Exercise Time
Settlement Date	:	The third Banking Day following a Trade Date

3.5 Notification of subscription

A subscription for new shares by the Warrant Holder requires the following conditions to be met:

- (i) A written notification of the Warrant Holder, through its financial intermediary, which needs to be an admitted institution with Euroclear Nederland (an **Admitted Institution**), to SNS Securities N.V. (the **ENL Agent**), in the form of a fully completed notice as attached to this Plan as **Schedule 2** (the **Exercise Notice**).
- (ii) Receipt of an Exercise Notice by the ENL Agent prior to 17h30 CET on the last Banking Day of the Exercise Time (the **Exercise Closing Time**) and according to the instructions as described in the Exercise Notice.
- (iii) Delivery of the Warrants to the ENL Agent free of payment prior to the Exercise Closing Time.

By completing and delivering the Exercise Notice to the ENL Agent, the Admitted Institution declares to amend the securities account in which such Warrants are held in respect of all of the Warrants exercised.

The notification is binding and cannot be revoked by the Warrant Holder. If notification of subscription is not made within the Exercise Period, all rights and obligations relating to the Warrants cease to exist with immediate effect. Once a Warrant has been exercised it will immediately be cancelled. The Exercise Notice includes an undertaking to pay all taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising in connection with the exercise of such Warrants (the **Exercise Expenses**).

3.6 Payment, Settlement & Listing

On each Settlement Date, the Company shall, through the ENL Agent, issue new shares to those Warrant Holders who have chosen to exercise their Warrants in accordance with clause 3.5. The shares issued as a result of exercising the Warrants shall be credited, through the Admitted Institution at which the Warrants are held, to the Warrant Holder's securities account against payment of the aggregate Strike Price.

Listing will be requested for newly issued shares as a result of the exercise of Warrants at NYSE Euronext Amsterdam.

4. Corporate actions

In the event of any of the following corporate actions:

- a) bonus issues;
- b) stock splits;
- c) rights issues and open offers;
- d) special dividends;
- e) subdivision or consolidation of share capital;
- f) demergers;

- g) bankruptcy; and
- h) mergers and takeovers,

recalculations (if any) or any other adjustments to the Strike Price and/or the number of shares in the share capital of the Company to which each Warrant Holder would be entitled to, shall be made and/or determined in accordance with the adjustment methodologies set out in the NYSE Liffe's Corporate Actions Policy, as amended, restated or supplemented from time to time (the **Policy**). The Policy details the policy of NYSE Euronext Derivative Markets in relation to corporate actions and outlines the methodology to be used to formulate adjustments in respect of option contracts. In certain circumstances, it may not be possible or appropriate to recalculate or adjust the Strike Price or the number of shares in the share capital of the Company in accordance with the Policy. In such circumstances, the Company retains the right to determine how the Strike Price and/or the number of shares, to which a Warrant Holder would be entitled to (if any), should best be adjusted.

5. Miscellaneous

5.1 General

A banking day means a day on which Euroclear Nederland is open for general business in the Netherlands and runs from 9h00 CET to 17h30 CET (a **Banking Day**).

5.2 Calculation Agent

The Company shall undertake the duties of calculation agent in respect of the Warrants as set out in this Plan (the **Calculation Agent**). The Calculation Agent may delegate any of its obligations and functions to a third party as it deems appropriate. In relation to each issue of Warrants, the Calculation Agent (whether it be the Company or another entity) does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Warrant Holders. For the purposes of the Warrants, any determinations, calculations or other decisions made by the Calculation Agent under or pursuant to the terms of the Warrants shall be made in its/their sole and absolute discretion. All such determinations, calculations or other decisions of the Calculation Agent shall (save in the case of manifest error) be final, conclusive and binding on all parties, and neither the Calculation Agent nor the Company shall have any liability to any person therefor.

5.3 The ENL Agent

SNS Securities N.V., a public company with limited liability (*naamloze vennootschap*) with its address at Nieuwezijds Voorburgwal 162 - 170, 1012 SJ Amsterdam, (the Netherlands), is solely acting as the ENL Agent for the Company in relation to the Plan. Neither SNS Securities N.V. nor any of its directors, officers, agents or employees makes any representation or warranty as to the accuracy or completeness of this Plan. Accordingly, SNS Securities N.V. disclaims all and any liability, whether arising in tort or contract or otherwise in respect of this Plan and or any such other statements.

5.4 Expenses and Taxation

A Warrant Holder must pay all Exercise Expenses relating to such Warrants as provided above. The Company shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, exercise or enforcement of any Warrant and all payments made by the Company shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

5.5 Amendments

To the extent necessary, practicable or desirable under or pursuant to applicable law or regulation, the rules of a stock exchange, court decisions or decisions of regulatory authorities or otherwise, this Plan may be amended by the Company without the need to obtain consent from the Warrant Holder(s).

5.6 Purchases

The Company may, but is not obliged, to purchase at any time Warrants at any price in the open market or by tender or private treaty. Any Warrants purchased by the Company may be held or resold or surrendered for cancellation.

5.7 Notices

Notices relating to the Warrants and this Plan will be made by means of a press release which will be published on the Company's website.

5.8 Trading codes and ISIN numbers

The International Securities Identification Number (ISIN) of the Warrants	:	Will be provided later
Trading code of the Warrants on NYSE Euronext	:	Will be provided later
The ISIN of the ordinary shares	:	NL0000440477
The trading code of the ordinary shares on NYSE Euronext	:	ROOD

5.9 Act on Financial Supervision

Pursuant to chapter 5.1 of the Act on Financial Supervision (*Wet op het financieel toezicht*, **Wft**), no party may offer securities, including warrants, to the public in the Netherlands or have securities admitted to trading on a regulated market situated or operating in the Netherlands, unless a prospectus is generally available in respect of the offer or admission which has been approved by the Authority for the Financial Markets (*Autoriteit Financiële Markten*, **AFM**) or by a supervisory authority of another Member State.

A securities offering to the public and an admission of securities to trading on a regulated market in the Netherlands is exempt from the provisions of chapter 5.1 of the Wft, to the extent that it concerns securities which form part of an offer under which the total consideration value of the offer, calculated over a period of twelve months, does not exceed EUR 2,500,000. Accordingly, in relation to the granting of the Warrants no prospectus is required. As a consequence, the grant of Warrants pursuant to this Plan is not subject to the supervision of the AFM.

5.10 Selling restrictions

The distribution of this Plan and the granting, offer, sale and delivery of the Warrants in certain jurisdictions may be restricted by law. No action has been or will be taken to permit the distribution of this Plan in any jurisdiction where any action would be required for such purpose or where distribution of this Plan would be unlawful. This Plan does not constitute an offer for, or an invitation to subscribe to or purchase, any Warrants in any jurisdiction to any person to whom it is unlawful to make such offer or invitation in such jurisdiction. Persons into whose possession this Plan comes are required to inform themselves about and observe any such restrictions.

This Plan will be published in the English language only. Translations of Dutch legal terms used in this Plan are for convenience only and shall not influence the interpretation thereof.

5.11 Governing law and jurisdiction

This Plan and the Warrants will be subject to and interpreted in accordance with Dutch law.

The competent court of Amsterdam and its appellate courts shall have the exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Plan.

Schedule 1 – Envisaged Exercise Times

Overview Exercise Times

2015	Envisaged Exercise Times	Envisaged settlement dates
Q1	: 2 January 2015 up to and including 8 January 2015	14 January 2015
Q2	: 1 April 2015 up to and including 9 April 2015	15 April 2015
Q3	: 1 July 2015 up to and including 7 July 2015	13 July 2015
Q4	: 1 October 2015 up to and including 7 October 2015	13 October 2015
Q4	: 23 December 2015 up to and including 31 December 2015	08 January 2016

Schedule 2 - Exercise Notice Warrants RoodMicrotec N.V.

(ISIN of the warrants: NL0010611406)
 (ISIN of the Shares: NL0000440477)

To : SNS Securities N.V.
 E-mail : corporate.actions@snssecurities.nl
 Telephone number : +31 20 550 8748

The undersigned
Admitted Institution¹ :
 Street :
 Postal code/City :
 Contact person :
 Telephone No. :
 E-mail :
 EGSP account number :
 Name corresponding Bank :
 Account number with
 corresponding Bank :

Please fill out in clear writing

Hereby exercises under the conditions of the Warrants on behalf of:

..... custody clients exercising..... Warrants

To subscribe for:

..... Ordinary Shares, against payment of EUR.....

The undersigned hereby declares that they have the warrants which are being exercised in their administration and guarantees that the warrants are being exercised in compliance with the restrictions and conditions as set out in the Plan.

The undersigned hereby undertakes to transfer the Warrants to the ENL Agent free of payment to EGSP 29159, NDC 106 prior to the Exercise Closing Time. The undersigned hereby undertakes that the aggregate shares being subscribed for will be paid for in accordance with the instructions as received by the ENL Agent. The undersigned hereby declares to amend the relevant securities account in which such Warrants are held in respect of all of the Warrants exercised.

.....(Place)

.....(Date)

By: :
 Name: :
 Title: :

1) Warrants can only be exercised by Admitted Institutions on behalf of their custody clients