

Performance Securities

issued by Interpipe Investments Plc

Capitalised terms used in this overview and not defined in the Consent Solicitation Memorandum shall have the meaning ascribed thereto in the Performance Securities Terms and Conditions. Noteholders are urged to review the Performance Securities Terms and Conditions in full, together with the other information concerning the Group provided in the Information Memorandum. For the purposes of this Summary, all references to the "Issuer" are to the issuer of the Performance Securities.

Issuer	Interpipe Investments Plc.
Guarantor	Interpipe Holdings Plc as Parent.
Issue amount and format	<p>The Performance Securities are issued in the initial number of 3,054 units, without any nominal or principal amount, and the only amounts which may be due and payable by the Issuer from time to time under or in respect of the Performance Securities shall be those amounts specifically provided for in the Performance Securities Terms and Conditions.</p> <p>The Performance Securities will, upon issue, initially be represented by a global certificate registered in the name of a nominee for a common depository of Euroclear and Clearstream, Luxembourg.</p>
Ranking	The Performance Securities are direct, unconditional and unsecured obligations of the Issuer and rank <i>pari passu</i> and without any preference among themselves and at least <i>pari passu</i> with all other outstanding unsecured and unsubordinated obligations of the Issuer.
Listing/rating	The Performance Securities will be unlisted and unrated.
Tranches	<p>The Performance Securities will be issued as follows:</p> <ul style="list-style-type: none">(i) the number of Performance Securities to be issued in the initial tranche will be determined in accordance with, and following the execution of, the Restructuring Agreement; and(ii) any Performance Fee Holder that exercises the Conversion Option pursuant to the Performance Fee Agreement will be issued further Performance Securities, either in a single series or separate tranche, benefitting from the same terms and conditions as the existing Performance Securities.
Additional issues	The Issuer may from time to time, without the consent of the Securityholders, create and issue further Performance Securities, upon and resulting directly from, the exercise by a Performance Fee Holder of the Conversion Option held by it under the terms of the Performance Fee Agreement, subject to certain conditions stated in the <i>Performance Securities Terms and Conditions</i> .
Entitlements	Each Securityholder will be entitled to receive its Pro Rata Share (as defined in Appendix 2 (<i>Performance Securities Terms and Conditions</i>)) of any Performance Sharing Fee, Proceeds Sharing Fee, Early Settlement Amount, Reconciliation Payment, Balancing Payment or any other amount which is due and payable to the

Securityholders as a class under the *Performance Securities Terms and Conditions* and as described in the Performance Fee Agreement.

Purchases

The Issuer, the Parent or any member of the Group may at any time purchase the Performance Securities in any manner and at any price.

Any Performance Securities so purchased shall immediately be surrendered to the Registrar for cancellation.

Structure of the Performance Sharing Fee

After the occurrence of the Final Discharge Date, the Issuer shall pay the Performance Sharing Fee to the Securityholders and to each Performance Fee Holder which has not exercised the Conversion Option in instalments, payable for each of the three successive Test Periods, commencing with the First Test Period.

The amount of the fee shall be the higher of the Applicable Percentage of the Guarantor's:

- (i) Adjusted Consolidated EBITDA; and
- (ii) Adjusted Cashflow

for each Test Period, calculated on the basis of the Parent's annual audited consolidated financial statements, and (as the case may be) unaudited consolidated financial statements for the relevant Financial Half-Year covering the relevant Test Period.

The Performance Sharing Fee for each Test Period will be due (in circumstances where the relevant Performance Sharing Fee is being determined by reference to the annual audited financial statements) within 25 calendar days after the earlier of the date which is 150 days after the end of that Financial Year or (if earlier) within 30 days of the Parent approving the audited financial statements for that financial year or (in circumstances where the fee is being determined by reference to the prior year's audited financial statements and unaudited financial statements for the second Financial Quarter) within 25 calendar days after the date which is 90 days after the end of the relevant Financial Quarter.

If a Change of Control occurs or there is a sale of substantially all of the assets of the Group prior to the due date for payment of the relevant Performance Fee Instalment, no (or no further) Performance Sharing Fee will be payable.

Calculation of the Performance Sharing Fees

The Applicable Percentage of Adjusted Consolidated EBITDA or Adjusted Cashflow for each Test Period will be the percentage shown in the column of the table below which is set out opposite and corresponds to the number of years that have elapsed since the Restructuring Effective Date at the start of that Test Period:

Number of years elapsed since the Restructuring Effective Date at the start of the relevant Test Period	Applicable percentage	
	Adjusted Consolidated EBITDA	Adjusted Cashflow
1 to 4	15%	22.5%
5 to 7	20%	27.5%
8 to 10	25%	33%

Where any Performance Fee Instalment is calculated by reference to both the Parent’s annual audited financial statements for the prior Financial Year and its unaudited year to date consolidated financial statements relating to the second Financial Quarter of the then current Financial Year, the calculation of the instalment shall be tested by reference to the next set of annual audited financial statements to be delivered. If that test demonstrates that the Performance Fee Instalment actually paid should have been higher or lower, the first to fall due of the (i) next Performance Fee Instalment, (ii) any Proceeds Fee Payment, (iii) any Early Settlement Amount, (iv) any Reconciliation Payment or (v) any Balancing Payment shall be increased or decreased by a corresponding amount provided that no such adjustment mechanism will apply to the last scheduled Performance Fee Instalment.

Structure of the Proceeds Sharing Fee

The Issuer shall pay the Proceeds Sharing Fee to the Securityholders as a class by reference to the occurrence of each and any Qualifying Event which generates positive Adjusted Net Sale Proceeds (each such fee a Proceeds Fee Payment).

The amount of each Proceeds Fee Payment payable by the Issuer to the Securityholders as a class shall, subject to adjustments, be the Relevant Proportion of the Total Proceeds Fee Payment (and each Securityholder will be entitled to receive its Pro Rata Share of such payment).

The Total Proceeds Fee Payment means the Applicable Percentage of the Adjusted Net Sale Proceeds as determined by reference to the Qualifying Event Net Proceeds that are received by member(s) of the Group, Principal Shareholder(s) or by other direct shareholder(s) in the Parent pursuant to or in connection with a Qualifying Event.

Calculation of the Proceeds Sharing Fees

The Applicable Percentage of the Adjusted Net Sale Proceeds referable to a Qualifying Events shall be determined by reference to the following table:

Number of years elapsed since the Restructuring Effective Date at time when relevant Qualifying Event proceeds are received	Relevant Percentage
Less than 4 years	10%
4 years or more	20%

The Issuer shall pay each Proceeds Fee Payment payable to the Securityholders within 25 days of receipt by the relevant member(s) of the Group, Principal Shareholder(s) or other direct shareholder(s) in the Parent of any Qualifying Event Net Proceeds. The amount of any Proceeds Fee Payment by the Issuer shall be reduced by the amount of any Performance Fee Instalment already paid by it prior to the date on which the relevant Proceeds Fee Payment falls due (but only to the extent that such Performance Fee Instalment has not already been applied in reduction of a prior Proceeds Fee Payment).

The amount of any Proceeds Fee Payment that falls due during a Test Period by reference to which a Performance Fee Instalment is payable shall be reduced as follows:

- (i) where a Performance Fee Instalment relating to a prior Test Period (the “**Prior PFI**”) has been paid prior to the date on which the relevant Proceeds Fee Payment falls due, the amount of that Proceeds Fee Payment shall be reduced by the amount of that Prior PFI;
- (ii) where that Prior PFI has not been so paid (A) the due date for payment of that Proceeds Fee Payment shall be deferred until the date on which the Prior PFI falls due for payment, and (B) on that deferred due date for payment, the amount of that Proceeds Fee Payment shall be reduced by the amount of that Prior PFI,

but, in each case, only to the extent that the amount of such Prior PFI has not already been applied to reduce the amount of a prior Proceeds Fee Payment.

Early settlement

The Issuer shall have the option to prepay and discharge its obligations to the Securityholders in respect of the Performance Sharing Fee and Proceeds Sharing Fee. See the Performance Securities Terms and Conditions for details on the determination of the Early Settlement Amount and potentially applicable Reconciliation Payments in relation thereto.

Modification

The Performance Securities Fiscal Agent and the Issuer may agree, without the consent of the Securityholders, to:

- (i) any modification of the Performance Securities or any of the provisions of the Performance Securities Fiscal Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law, or
- (ii) any modification (except with respect to a Reserved Matter) of the Performance Securities or the Performance Securities Fiscal Agency Agreement which is not prejudicial to the interests of the Securityholders.

Any modification shall be binding on the holders of the Performance Securities and shall be notified by the Issuer to the holders of the Performance Securities as soon as practicable thereafter in accordance with the Performance Securities Terms and Conditions.

Quorum

The Performance Securities Fiscal Agency Agreement contains provisions for convening meetings of the Performance Securityholders to consider any matter affecting their interests, including the modification by Extraordinary Resolution of any of the Performance Securities Terms and Conditions or any of the provisions of the Performance Securities Fiscal Agency Agreement. The quorum at any meeting for passing an Extraordinary Resolution will be:

- (i) (save where (ii) below applies) two or more persons present holding or representing more than 50 per cent. of the

Performance Securities for the time being outstanding, or at any adjourned such meeting one or more persons present whatever the number of the Performance Securities held or represented by him or them; or

- (ii) at any meeting the business of which includes any matter defined in the Performance Securities Fiscal Agency Agreement as a Reserved Matter, including the modification of certain of Performance Securities Terms and Conditions, two or more persons present holding or representing not less than 75 per cent., or at any adjourned such meeting not less than 25 per cent., of the Performance Securities for the time being outstanding.

US transfer restrictions:

The Performance Securities have not been, and will not be, registered under the Securities Act or the securities laws of any state of the United States or other jurisdiction and may not be offered or sold within the United States except in compliance with, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and the applicable laws of other jurisdictions.

Following their issue, Performance Securities will not constitute “restricted securities” for purposes of Rule 144 under the Securities Act. Transfers of Notes by holders will not be subject to any distribution compliance period, as defined in, and pursuant to, Regulation S under the Securities Act.

Governing law

English law

Security Codes:

ISIN: XS2051207426; Common Code: 205120742