

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

SGL CARBON FIBERS LIMITED

(Registered number SC078081)

FRIDAY



By written resolution dated 02/12/2013, the following special resolutions were duly passed:-

“THAT:-

1. We consent to, approve the terms of and authorise:

- I. the Company's entry into a revolving credit facility agreement (the "Facility Agreement") to be entered into between, amongst others, SGL Carbon SE (the "Parent") and certain of its subsidiaries as borrowers and/or guarantors (including the Company as an Original Guarantor), Commerzbank Aktiengesellschaft, Crédit Suisse International, Deutsche Bank AG and Landesbank Baden-Württemberg as mandated lead arrangers, certain financial institutions as original lenders, Deutsche Bank Luxembourg S.A. as facility agent and security agent (the "Security Agent");
- II. the Company's entry into any other document necessary, required, useful or appropriate to be executed by the Company under, or in connection with, the Facility Agreement, including any document required in connection with the satisfaction of any conditions precedent contemplated by the Facility Agreement;
- III. the Company's entry into an indenture (the "Indenture") to be entered into between, amongst others, the Parent in its capacity as issuer and certain of its subsidiaries (including the Company) as guarantors and an entity acting as trustee for the Holders (as that term is defined therein), and the granting of any guarantees thereunder;
- IV. the Company's entry into an intercreditor agreement (the "Intercreditor Agreement") to be entered into between, amongst others, the Parent, certain of its subsidiaries (including the Company) and the Security Agent in connection with, amongst other things, the Facility Agreement and the Indenture;
- V. the secured notes issued by the Parent and due not earlier than December 2018 up to an aggregate principal amount of EUR 300,000,000 (the "Notes") and/or the entry by the Company into any guarantees related to the Notes, in terms of or as attached to the Indenture;
- VI. a purchase agreement among, inter alios, the Parent as issuer, Deutsche Bank AG and certain other financial institutions as underwriters, in connection with the purchase of the Notes;
- VII. the secured floating rate notes due 2015 of up to EUR 100,000,000 (the "Additional 2015 Notes") issued by the Parent under that certain indenture agreement between the Parent (then known as SGL Carbon AG), the Subsidiary Guarantors (as defined therein and including the

Company), the Bank of New York Mellon, Deutsche Bank AG, London Branch, and Deutsche Bank Luxembourg S.A. (the "2015 Notes Indenture");

- VIII. a purchase agreement among, inter alios, the Parent and certain underwriting banks in connection with the purchase and exchange of the Additional 2015 Notes;
- IX. any and all certificates, notices and agreements in connection with the cancellation, satisfaction and discharge of all principal outstanding amounts under the Parent's senior floating rate notes due 2015 (the "2015 Notes"), including any Additional 2015 Notes;
- X. the printing and distribution of the preliminary and final offering circular relating to the offering of the Notes;
- XI. the application for listing and the listing of the Notes;
- XII. an abstract acknowledgement of indebtedness (to be included, e.g., in the Intercreditor Agreement) in the context of the offering of the Notes as well as in the context of the related guarantees; and
- XIII. the Company's entry into a global release agreement (the "Global Release Agreement") to be entered into between, amongst others, the Parent and Deutsche Bank Luxembourg S.A. in its various capacities stated therein relating to the release of certain transaction security granted in connection with the existing EUR 200,000,000 revolving credit facility provided to the Parent and certain of its subsidiaries under the revolving credit agreement dated 7 May 2007 (as amended from time to time) and the 2015 Notes, issued under the 2015 Notes Indenture and any Additional Notes as defined in and issued under such 2015 Notes Indenture;
- XIV. the Company's entry into any and all officer's and secretary's certificates issued in connection with the transactions covered under the aforementioned documents;
- XV. the Company's entry into any security document, guarantee, intercreditor agreement, accession document or any other document referred to in, or contemplated by, the aforementioned documents or to be executed in connection therewith; and
- XVI. the Company's entry into any and all agreements and documents which are or become necessary, required, useful, appropriate or deemed necessary, required, useful, appropriate to be executed by the Company under, or in connection with the aforementioned documents


each being, where available, in the form supplied to us and initialed on our behalf.

- 2. We consent to, approve the terms of and authorise the Company to enter into a power of attorney appointing attorneys to execute all documentation relating to the Facility Agreement, the Indenture, the Intercreditor Agreement and the Global Release Agreement and each other document as described above in items I to XVI to which the Company is a party (together, the "Documents"), the power of attorney being in the form supplied to us and initialed on our behalf.
- 3. We consent to and authorise the rendering of any and all officers' and secretary's certificates issued in connection with the transactions covered by the aforementioned documents.
- 4. We authorise and direct any director of the Company in the presence of a witness or, any two directors or any director and the company secretary, of the Company or Jürgen Muth, Dr Konstantin Krämer, Dr Stephan Bühler, Britta Döttger, Wilhelm Hauf, Dr Dirk Matthes, Katja Thümmeler and Dr Michael Kamper as duly authorised attorneys, to sign, execute and deliver, in the name and on behalf of the Company, the Documents and any other Finance Document and Corporate Bond Document (as those terms are defined in the Facility Agreement) and any and all such documents,

papers, agreements, powers of attorney and instruments as they may deem necessary or desirable in order to carry into effect the purposes and intent of the foregoing resolutions.

5. We furthermore consent to and authorise the Company (i) to enter into or to amend any of the aforementioned documents and (ii) to grant or amend any and all other security interest or guarantee in connection with the aforementioned documents. This consent includes the authority to enter into any agreement and to make or receive any declarations which are necessary or appropriate in this context.
6. We consent to and authorise the Company to take or cause to be taken any and all such actions relating to the matters referred to in the foregoing resolutions, including, the execution, delivery or filing of all documents, instruments, agreements, schedules, reports, statements or information, as it shall deem necessary or advisable to carry out the purposes and intents of the foregoing resolutions and to consummate the transactions contemplated thereby.
7. Any changes to the amounts of parties relating to the agreements referred to above shall not affect the consents granted herewith."

Effective: 02/12/ 2013


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Secretary/Director
(C. Hanswirth)