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| **Material informativ pentru Adunarea Extraordinara a Actionarilor a CIECH Soda Romania S.A., convocata pentru data de 30 mai 2019** | **Information notice for the Extraordinary General Meeting of Shareholders of CIECH Soda Romania S.A. summoned for 30 May 2019** |
| Preambul | Preamble |
| Avand in vedere necesitatea incheierii de catre Ciech Soda Romania S.A. („**Societatea**”) a trei (3) contracte de facilitate de credit de tip revolving („**Contractele de Facilitate de Credit de tip Revolving**”) guvernate de legea poloneza, intre Ciech S.A. in calitate de imprumutat si anumite filiale ale Ciech S.A., respectiv Societatea, CIECH Soda Polska S.A., CIECH Sarzyna S.A., Ciech Energy Deutschland GmbH si CIECH Soda Deutschland GmbH & Co. KG, in calitate de garanti originari („**Garantii**”) si Bank Polska Kasa Opieki S.A., Bank BGŻ BNP Paribas Bank Polska S.A. si Banco Sabadell S.A., London Branch (fiecare separat), in calitate de creditori („**Creditorii**”), | Taking into account the necessity for Ciech Soda Romania S.A. (the “**Company**”) to enter into three (3) revolving credit facility agreements (the “**Revolving Credit Facility Agreements”**), governed by Polish Law, between Ciech S.A., as borrower, and certain subsidiaries of Ciech S.A., namely the Company, CIECH Soda Polska S.A., CIECH Sarzyna S.A., Ciech Energy Deutschland GmbH and CIECH Soda Deutschland GmbH & Co. KG, as original guarantors (the “**Guarantors**”) and Bank Polska Kasa Opieki S.A., BNP Paribas Bank Polska S.A. and Banco Sabadell S.A., London Branch (each separately) as lenders (the “**Lenders**”), |
| prezentam in continuare cateva informatii privind principalele consecinte ce decurg din incheierea acestor Contracte de Facilitate de Credit de tip Revolving. | we present in what follows certain information regarding the main consequences arising from entering into these Revolving Credit Facility Agreements. |
| Sumarul Contractelor de Facilitate de Credit de tip Revolving  | Summary of the Revolving Credit Facility Agreements |
| Contractele au ca parti Ciech SA si Garanti pe de o parte si: (i) Bank Polska Kasa Opieki S.A. (pentru un imprumut in valoare de pana la 300.000.000 PLN), (ii) BNP Paribas Bank Polska S.A. (pentru un imprumut in valoare de pana la 92.787.500 PLN) si (iii) Banco de Sabadell S.A., London Branch ( pentru un imprumut in valoare de pana la 25.000.000 EUR), pe de alta parte. | The parties of the Revolving Credit Facility Agreements are Ciech SA and the Guarantors on one side and: (i) Bank Polska Kasa Opieki S.A. (for a credit amount of up to PLN 300,000,000), (ii) BNP Paribas Bank Polska S.A. (for a credit amount of up to PLN 92,787,500), and (iii) Banco de Sabadell S.A., London Branch (for a credit amount of up to EUR 25,000,000), on the other side. |
| Conform Contractelor de Facilitate de Credit de tip Revolving, fiecare dintre Creditori va acorda Ciech SA (sub rezerva indeplinirii de catre Ciech SA a conditiilor standard preliminare tragerii, inclusiv depunerea documentelor si certificatelor relevante) facilitati de credit de tip revolving pe o perioada de 3 ani in valorile maxime prevazute mai sus.Fiecare dintre facilitatile de credit de tip revolving va avea o rata a dobanzii variabila care va fi determinata pe baza ratei de baza WIBOR / EURIBOR plus marja definita in Contractele de Facilitate de Credit de tip revolving relevante, care depinde de raportul dintre datoria neta și EBITDA. Valoarea medie a marjei initiale a Contractelor de Facilitate de Credit de tip Revolving se ridica la aproximativ 1,0%. | Under the Revolving Credit Facility Agreements, each of the Lenders will extend to Ciech SA (subject to the satisfaction by Ciech SA of standard conditions precedent of a drawdown, including the submission of relevant documents and certificates) a three-year revolving credit facilities up to the maximum amount provided above. Each of the revolving credit facilities will bear a floating interest rate to be determined on the basis of the WIBOR / EURIBOR base rate plus the margin defined in the relevant Revolving Credit Facility Agreements, which depends on the net debt-to-EBITDA ratio. The average value of the initial margin of the Revolving Credit Facility Agreements amounts to approx. 1.0 %. |
| Fiecare dintre Facilitatile de Credit de tip Revolving au fost garantate cu garantii oferite de catre fiecare dintre Garanti catre respectivul Creditor pentru o suma garantata egala cu 125% din suma de facilitate de credit acordata. | Each of the Revolving Credit Facilities has been secured with the guarantees granted by each of the Guarantors to the respective Lender for a guarantee amount equal to 125% of the amount of the credit facility amount extended. |
| Garantarea facilitatilor de credit acordate in baza Contractelor de Facilitate de Credit de tip Revolving se va face, inter alia, prin garantii constituite de Ciech SA si Garanti, in scopul garantarii datoriei paralele create in baza unui contract intre creditori, incheiat la 28 noiembrie 2012 (“Contractul intre Creditori”). | The credit facilities granted under the Revolving Credit Facility Agreements will be secured, inter alia, with security interests established by Ciech SA and the Guarantors to secure the parallel debt created under the agreement concluded between the creditors on 28 November 2012 (the “Intercreditor Agreement”). |
| In cadrul fiecaruia dintre Contractele de Facilitate de Credit de tip Revolving, Ciech SA si Garantii au convenit, printre altele:1) sa respecte restrictiile referitoare la actele de dispozitie cu privire la active astfel cum au fost definite in Contractele de Facilitate de Credit de tip Revolving, cu exceptia actelor de dispozitie permise prin Contractele de Facilitate de Credit de tip Revolving; | Under each of the Revolving Credit Facility Agreements, Ciech SA and the Guarantors have further agreed to, inter alia:1) comply with the restrictions on the disposal of assets as defined in the Credit Facilities Agreements, except for the permitted disposals defined in the Credit Facilities Agreements; |
| 2) sa nu achite dividende in situatia in care este depasit nivelul indicatorului financiar definit in Contractele de Facilitate de Credit de tip Revolving; | 2) pay no dividend in a situation where the financial index level defined in the Revolving Credit Facility Agreements is exceeded; |
| 3) sa nu suporte datorii financiare si sa nu acorde imprumuturi in situatia in care nivelul indicatorului financiar definit in Contractele de Facilitate de Credit de tip Revolving este depasit; | 3) refrain from contracting financial debt or extending loans in a situation where the financial index level defined in the Revolving Credit Facility Agreements is exceeded;  |
| Incheierea Contractelor de Facilitate de Credit de tip Revolving determina si incheierea urmatoarelor:1. unor scrisori de accesiune prin care Creditorii vor accede la Contractul intre Creditori, astfel cum acesta a fost amendat si confirmat prin actul aditional la Contractul intre Creditori din data de 9 ianuarie 2018 („**Scrisorile de Accesiune la Contractul intre Creditori**”); | The entering into the Revolving Credit Facility Agreements shall determine the conclusion of the following:1. certain accession letters by which the Creditors will accede to the Intercreditor Agreement, as amended and confirmed by the addendum to the Intercreditor Agreement dated 9 January 2018 ("**Intercreditor Accession Letters**"); |
| 2. a unui act aditional nr. 5 la Contractul de Ipoteca pe Conturi din data de 21 decembrie 2012 incheiat intre Societate, in calitate de debitor ipotecar, si Powszechna Kasa Oszczędności Bank Polski S.A., in calitate de creditor ipotecar, astfel cum acesta a fost amendat si confirmat prin orice acte aditionale ulterioare („**Actul Aditional la Contractul de Ipoteca pe Conturi**”); | 2. an addendum no. 5 to the Accounts Mortgage Agreement dated 21 December 2012 concluded between the Company, as a mortgagor and Powszechna Kasa Oszczędności Bank Polski S.A., as a mortgagee, as amended and confirmed by any subsequent addenda (the „**Addendum to the Accounts Mortgage Agreement**”); |
| 3. a unui act aditional nr. 2 la Contractul de Ipoteca pe Actiuni incheiat in 26 februarie 2016 intre Societate, Ciech S.A., in calitate de debitor ipotecar, si Powszechna Kasa Oszczędności Bank Polski in calitate de creditor ipotecar, astfel cum acesta a fost amendat si confirmat prin orice acte aditionale ulterioare („**Actul Aditional la Contractul de Ipoteca pe Actiuni**”). | 3. an addendum no. 2 to the Share Mortgage Agreement concluded on 26 February 2016 between the Company, Ciech S.A. as a mortgagor and Powszechna Kasa Oszczędności Bank Polski as a mortgagee, as amended and confirmed by any subsequent addenda (the „**Addendum to the Share Mortgage Agreement**”). |