# **PROCURĂ specialĂ**

#  **pentru reprezentarea în Adunarea Generală Extraordinară**

**a S.C. UZINELE SODICE GOVORA – CIECH CHEMICAL GROUP S.A. ("Societatea")**

Subscrisa \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, cu sediul în \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, identificată prin număr de înregistrare la Registrul Comertului\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, având CUI \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ deţinătoare a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acţiuni emise de Societate dintr-un total de \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acţiuni emise de Societate, care îi conferă dreptul la \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ voturi în Adunarea Generală Extraordinară a Acţionarilor, reprezentata prin \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, în calitate de \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, posesor al BI/CI seria\_\_\_\_ numărul \_\_\_\_\_\_\_\_\_\_\_\_\_, numeşte prin prezenta

pe \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(numele şi prenumele reprezentantului)*, domiciliat în \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, identificat prin actul de identitate \_\_\_\_\_ seria \_\_\_\_\_ nr. \_\_\_\_\_\_\_\_\_\_\_\_\_, eliberat de \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, la data de \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, având codul numeric personal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

ca reprezentant al subscrisei în Adunarea Generală Extraordinară a Acţionarilor Societatii, care va avea loc în data de 14 decembrie 2012, ora 12:00 la sediul Societatii din Ramnicu Valcea, str. Uzinei nr. 2, jud Valcea, sau la data ţinerii celei de-a doua adunări, în cazul în care cea dintâi nu s-ar putea ţine, să exercite dreptul de vot aferent acţiunilor deţinute de subscrisa şi înregistrate în Registrul acţionarilor Societatii, după cum urmează:

| I. **AGEA** |
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| **Punctul de pe ordinea de zi** | **Votul**(se va completa, după caz, cu *pentru*, *împotrivă* sau *abţinere*) |
| **PENTRU** | **ÎMPOTRIVĂ** | **ABŢINERE** |
| 1. Aprobarea structurii complete a Tranzactiei (astfel cum acest termen este definit in convocatorul pentru AGEA) care include:

• Emisiunea de Obligatiuni Poloneze (astfel cum acest termen este definit in convocatorul pentru AGEA) si documentatia aferenta, inclusiv, fara a se limita la, garantia personala si garantiile reale asupra tuturor bunurilor imobile, bunurilor mobile, corporale si incorporale, activelor si drepturilor (inclusiv asupra conturilor bancare precum si asupra tuturor sumelor de bani aflate in creditul sau cu care sunt creditate aceste conturi bancare) detinute de catre Societate care sunt sau care vor fi acordate de catre Societate in legatura cu Emisiunea de Obligatiuni Poloneze;• Emisiunea de Obligatiuni Straine si Documentatia Emisiunii de Obligatiuni Straine (astfel cum sunt definite mai jos) si celelalte documente in legatura cu acestea, astfel cum este detaliat mai jos, unde "**Emisiunea de Obligatiuni Straine**" inseamna emisiunea de obligatiuni cu maturitate in 2019, in valoare maxima de 350.000.000 euro, care urmeaza a fi emise fie de (i) Ciech Group Financing AB (publ), o societate pe actiuni infiintata in baza legislatiei din Suedia si detinuta integral de Ciech S.A., fie de (ii) orice filiala a Ciech S.A. sau societate afiliata controlata de Ciech S.A. (un astfel de emitent va fi denumit in continuare "**Emitentul**"), incluzand garantia personala care urmeaza sa fie acordata de catre Societate in vederea garantarii obligatiilor Emitentului si ale altor parti in legatura cu Emisiunea de Obligatiuni Straine (astfel cum se face referire in mod detaliat la aceasta in punctul 3 (c) de mai jos); • Contractul de Facilitate Reutilizabila (astfel cum este definit mai jos) si celelalte documente in legatura cu aceasta, astfel cum este detaliat mai jos. |  |  |  |
| 1. Aprobarea majorarii garantiei personale care urmeaza a fi acordata de catre Societate in legatura cu Emisiunea de Obligatiuni Poloneze pana la o limita maxima de 200% din valoarea nominala a obligatiunilor emise in cadrul Emisiunii de Obligatiuni Poloneze. Garantia personala va fi automat majorata de la pragul de 120% din valoarea nominala a obligatiunilor emise in cadrul Emisiunii de Obligatiuni Poloneze (astfel cum a fost initial aprobat prin Hotararea 1) pana la limita care va fi aprobata de catre actionari in cadrul sedintei AGEA, limita care nu va depasi limita maxima de 200% din valoarea nominala a obligatiunilor emise in cadrul Emisiunii de Obligatiuni Poloneze.
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| 1. Aprobarea de catre Societate a:
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| 1. contractului de cumparare (in limba engleza *purchase agreement*) care urmeaza a se incheia de, printre altii, Emitent, Garanti (astfel cum acest termen va fi definit in Contractul de Cumparare, insa care, pentru evitarea oricarui dubiu, va include fara limitare, anumiti sau toti afiliatii urmatori: Ciech S.A., Alwernia S.A., Cheman S.A., Ciech Pianki Sp. z o.o., Janikosoda S.A., Soda Matwy S.A., Soda Polska Ciech S.A., Transclean Sp. z o.o., Vitrosilicon S.A., Organika-Sarzyna S.A., Societatea, KWG-Kraftwerksgesellschaft Stassfurt GmbH, Soda Deutschland Ciech GmbH, Sodawerk Holding Stassfurt GmbH, Sodawerk Stassfurt GmbH&Co.KG si Sodawerk Stassfurt Verwaltungs-GmbH ("Afiliatii") si cumparatorii initiali (intermediarii in cadrul Emisiunii de Obligatiuni Straine) ("**Contractul de Cumparare**"), precum si aprobarea aderarii Societatii la Contractul de Cumparare si a acordului de aderare (in limba engleza *accession agreement*) ("**Acordul de Aderare**") care urmeaza sa fie incheiat de Societate in contextul aderarii la Contractul de Cumparare;
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| 1. conventia de emisiune care guverneaza obligatiunile (in limba engleza *indenture*) (care include obligatiunile si garantia mentionata la punctul c) de mai jos) care urmeaza a se incheia de, printre altii, Emitent, Garanti (astfel cum acest termen va fi definit in Conventia de Emisiune, insa care, pentru evitarea oricarui dubiu, va include fara limitare, si Afiliatii) si Deutsche Company Trustee Limited, in calitate de Trustee ("**Conventia de Emisiune**"), precum si aprobarea aderarii Societatii la Conventia de Emisiune si a conventiei de emisiune suplimentare care guverneaza obligatiunile (in limba engleza *supplemental indenture*) ("**Conventia de Emisiune Suplimentara**") care urmeaza sa fie incheiata de Societate in contextul aderarii la Conventia de Emisiune;
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| 1. obligatiunile emise de Emitent si garantia care urmeaza a fi acordata de catre Societate in baza Conventiei de Emisiune in vederea garantarii obligatiilor Emitentului si Garantilor (astfel cum termenul "Garant" va fi definit in Conventia de Emisiune) astfel cum se prevede in Conventia de Emisiune.

Garantia personala pe care o va acorda Societatea va avea o valoare maxima de 200% din valoarea totala a sumei principale a obligatiunilor, a dobanzilor acumulate si neplatite si a oricarei prime de emisiune sau a oricaror sume suplimentare aplicabile in baza Emisiunii de Obligatiuni Straine.  |  |  |  |
| 1. obligatiunile care urmeaza a fi emise in cadrul Emisiunii de Obligatiuni Straine;
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| 1. fiecare dintre documentul de oferta preliminar, suplimentul de pret, orice alt supliment la documentul de oferta preliminar precum si documentul de oferta final in legatura cu Emisiunea de Obligatiuni Straine;
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| 1. orice contracte de acoperire a riscului sau alte documente in legatura cu Emisiunea de Obligatiuni Straine.

Documentele mentionate la literele a) – f) de mai sus denumite impreuna in prezentul document "**Documentatia Emisiunii de Obligatiuni Straine**". |  |  |  |
| 1. Aprobarea unui contract de facilitate de credit multivaluta reutilizabila cu rang preferential (in limba engleza su*per senior multicurrency revolving facility*) in valoare de 100.000.000 PLN guvernat de legea engleza ("**Contractul de Facilitate Reutilizabila**") care urmeaza a se incheia intre, printre altii, Ciech S.A. in calitate de imprumutat, alte societati din Grup (astfel cum acest termen este definit in Contractul de Facilitate Reutilizabila) in calitate de garanti, Bank Handlowy w Warszawie S.A, Bank Millennium S.A., Bank Polska Kasa Opieki S.A., BRE Bank S.A., ING Bank Śląski S.A., Powszechna Kasa Oszczędności Bank Polski S.A in calitate de creditori si aranjori principali mandatati, Bank Handlowy w Warszawie S.A in calitate de Agent pentru Facilitate, si Powszechna Kasa Oszczędności Bank Polski S.A. in calitate de Agent pentru Garantii, in vederea finantarii activitatii generale si a capitalului circulant al Grupului (inclusiv Societatea), inclusiv, fara a se limita la: (i) finantarea nevoilor de lichiditate pe termen scurt ale Ciech S.A., (ii) acordarea de imprumuturi intra-grup pentru entitatile din Grup, (iii) emiterea de garantii si acreditive in legatura cu activitatea operationala a entitatilor din Grup; (iv) finantarea cererilor de regres care decurg in legatura cu aceste garantii si acreditive, precum si aprobarea aderarii Societatii in calitate de garant suplimentar la Contractul de Facilitate Reutilizabila si a acordului de aderare care urmeaza sa fie incheiat de Societate in contextul aderarii la Contractul de Facilitate Reutilizabila ("**Acordul de Aderare la Contractul de Facilitate Reutilizabila**").
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| 1. Aprobarea garantiei care urmeaza a fi acordata de catre Societate in vederea garantarii obligatiilor fiecarui Imprumutat (astfel cum acest termen este definit in Contractul de Facilitate Reutilizabila), inclusiv Ciech S.A., in baza Contractului de Facilitate Reutilizabila.
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| 1. Aprobarea garantiei care urmeaza a fi acordata de catre Societate in legatura cu garantia emisa in favoarea S.C. CET Govora S.A. la data de 23 ianuarie 2007 de catre Bank Polska Kasa Opieki S.A la solicitarea Ciech S.A. ("**Garantia Suplimentara**") conform prevederilor contractului de garantie nr. 2007/1 incheiat intre Bank Polska Kasa Opieki S.A. si Ciech S.A. la data de 19 ianuarie 2007.
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| 1. Aprobarea acordului intre creditori ("**Contractul intre Creditori**") (*Intercreditor Agreement* in limba engleza) guvernat de legea engleza care urmeaza sa fie incheiat, printre altii, intre (i) Emitent, (ii) Ciech S.A.; (iii) Janikowskie Zakłady Sodowe Janikosoda S.A., Inowrocławskie Zakłady Chemiczne Soda Mątwy S.A., Vitrosilicon S.A., Soda Polska Ciech S.A., Transclean sp. z o.o., Zakłady Chemiczne Alwernia S.A., Zakłady Chemiczne Organika-Sarzyna S.A., Ciech Pianki Sp. Z.o.o., Przedsiębiorstwo Chemiczne Cheman S.A., Soda Deutschland Ciech GmbH, Sodawerk Holding Staßfurt GmbH, Sodawerk Staßfurt Verwaltungs GmbH si Sodawerk Staßfurt GmbH & Co. KG in calitate de debitori initiali, (iv) Powszechna Kasa Oszczędności Bank Polski S.A. in calitate de Agent pentru Garantii, (v) Partile Finantatoare RCF (astfel cum acest termen este definit in Contractul intre Creditori), (vi) Deutsche Company Trustee Limited, (vii) Espirito Santo Investment Bank (viii) anumite societati in calitate de creditori intra-grup si (ix) anumite societati in calitate de imprumutati intra-grup, contract la care anumite entitati vor adera in calitate de contraparti din contractele de acoperire a riscului ("**Contrapartile din Contractele de Acoperire a Riscului**"), aprobarea aderarii Societatii in calitate de debitor la Contractul intre Creditori, aprobarea documentului de aderare ("**Documentul de Aderare**") care urmeaza sa fie incheiat de Societate in contexul aderarii la Contractul intre Creditori, precum si aprobarea garantiei si a obligatiei de despagubire (in limba engleza, *indemnity*) care urmeaza sa fie furnizata de Societate in baza Contractului intre Creditori Contrapartilor din Contractele de Acoperire a Riscului pentru executarea punctuala de catre fiecare Debitor (astfel cum acest termen va fi definit in Contractul intre Creditori, insa care, pentru evitarea oricarui dubiu, va include fara limitare, si Afiliatii), a tuturor obligatiilor Debitorului respectiv in baza oricaror contracte de acoperire a riscului astfel cum se prevede in respectivul contract.
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| 1. Aprobarea incheierii de catre Societate, in scopul garantarii (i) obligatiilor oricarui Obligat (in limba engleza, *Obligor*)/Debitor (astfel cum acesti termeni sunt definiti in fiecare dintre Contractul de Facilitate Reutilizabila, Garantia Suplimentara si cum vor fi definiti in Contractul intre Creditori) in baza sau in legatura cu Contractul de Facilitate Reutilizabila, Garantia Suplimentara, Contractul intre Creditori, (ii) obligatiilor Ciech S.A. sau ale oricarui debitor in baza sau in legatura cu Emisiunea de Obligatiuni Poloneze si (iii) obligatiilor Emitentului si ale Garantilor (astfel cum acest termen va fi definit in Documentatia Emisiunii de Obligatiuni Straine, insa care, pentru evitarea oricarui dubiu, include, fara limitare, si Afiliatii) in baza sau in legatura cu Emisiunea de Obligatiuni Straine si Documentatia Emisiunii de Obligatiuni Straine si cu alte documente in legatura cu acestea, pana la concurenta sumei maxime garantate care va fi limitata la maxim 200% din valoarea totala a obligatiilor mentionate la punctele (i) pana la (iii) de mai sus, a urmatoarelor documente:
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| 1. un contract de ipoteca imobiliara asupra tuturor bunurilor imobile detinute de Societate precum si asupra tuturor clădirilor, structurilor şi construcţiilor reprezentând ameloraţiuni aduse bunurilor imobile mentionate anterior în conformitate cu articolul 2.382 din Codul Civil român, şi toate dependinţele, utilităţile, dispozitivele şi echipamentele care sunt imobile prin destinaţie;
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| 1. un contract de ipoteca mobiliara asupra tuturor bunurilor mobile, corporale si incorporale, activelor si drepturilor (inclusiv bunurile imobile prin destinatie) de orice fel si de oriunde ale Societăţii, atat corporale cat si incorporale, prezente si viitoare, precum si piesele si echipamentele incorporate acestora, incluzand, dar fara a se limita la, toate drepturile de creanta prezente si viitoare detinute de Societate;
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| 1. un contract de ipoteca mobiliara asupra actiunilor detinute de Ciech S.A. in Societate;
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| 1. contracte de ipoteca mobiliara asupra tuturor conturilor bancare deschise de catre, pe seama sau in beneficiul Societatii, precum si asupra tuturor sumelor de bani aflate in creditul sau cu care sunt creditate la un moment dat toate sau oricare din aceste conturi bancare, indiferent daca aceste conturi sunt deschise in Romania sau in strainatate (inclusiv, fara a se limita la, contractul de garantie reala guvernat de legea poloneza asupra conturilor bancare ale Societatii deschise in Polonia); in legatura cu ipoteca asupra conturilor bancare, Societatea va incheia acorduri cu bancile relevante privind obtinerea controlului asupra conturilor bancare deschise la acestea;
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| 1. daca este necesar, orice act aditional la contractul de garantie mobiliara incheiat de Societate la data de 12 septembrie 2011 in baza caruia Societatea a constituit o garantie reala mobiliara asupra tuturor conturilor bancare deschise de catre, pe seama sau in beneficiul Societatii, precum si asupra tuturor sumelor de bani aflate in creditul sau cu care sunt creditate la un moment dat toate sau oricare din aceste conturi bancare, in vederea garantarii obligatiilor oricarui Obligat (in limba engleza, Obligor) (astfel cum acest termen este definit in Contractul de Imprumut) in baza Contractului de Imprumut.
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| 1. Aprobarea incheierii de catre Societate a unei declaratii de supunere la executare (*submission to execution* in limba engleza), guvernata de legea poloneza, in favoarea Agentului de Garantie (astfel cum acest termen este definit in Contractul de Facilitate Reutilizabila) si in beneficiul fiecarui creditor in baza Contractului de Facilitate Reutilizabila.
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| 1. Aprobarea incheierii de catre Societate a unei declaratii de supunere la executare (*submission to execution* in limba engleza), guvernata de legea poloneza, in favoarea Agentului de Garantie (astfel cum acest termen este definit Documentatia Emisiunii de Obligatiuni Straine) si in beneficiul detinatorilor de obligatiuni in legatura cu Emisiunea de Obligatiuni Straine si Documentatia Emisiunii de Obligatiuni Straine.
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| 1. Aprobarea incheierii de catre Societate a unei imputerniciri guvernata de legea poloneza in legatura cu conturile bancare ale Societatii deschise in Polonia in favoarea Powszechna Kasa Oszczędności Bank Polska S.A. in calitate de agent de garantie in baza Contractului intre Creditori;
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| 1. Aprobarea depunerii solicitarii de listare la Bursa de Valori Luxemburg sau alta bursa de valori sau piata reglementata recunoscuta din Europa in vederea listarii obligatiunilor care urmeaza sa fie emise de Emitent in cadrul Emisiunii de Obligatiuni Straine.
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| 1. Hotararea faptului ca incheierea Tranzactiei descrise la punctul 1 de mai sus, acordarea garantiilor personale si garantiilor reale mentionate mai sus si încheierea contractelor mentionate mai sus sunt in beneficiul si in interesul Societatii.
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| 1. Imputernicirea Consiliului de Administratie al Societatii sa negocieze, sa aprobe formele finale si sa incheie, documentele mentionate mai sus, inclusiv, fara limitare, Documentatia Emisiunii de Obligatiuni Straine, Acordul de Aderare la Contractul de Facilitate Reutilizabila, Documentul de Aderare si contractele si documentele referitoare la punctele 8 - 12 de mai sus, precum si toate si oricare alte documente aferente, in conformitate cu, in legatura cu, prevazute de, sau referitoare la Tranzactia mentionata la punctul 1 de mai sus, garantiile mentionate mai sus, Emisiunea de Obligatiuni Straine si Documentatia Emisiunii de Obligatiuni Straine, Contractul de Facilitate Reutilizabila si Acordul de Aderare la Contractul de Facilitate Reutilizabila, Contractul intre Creditori si Documentul de Aderare si contractele si documentele mentionate la punctele 8 - 12 de mai sus, precum si orice modificari sau acte aditionale ale acestora, precum si sa imputerniceasca persoana(ele) care sa negocieze forma finala si sa semneze in numele si pe seama Societatii aceste documente.
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| 1. Stabilirea datei de 8 ianuarie 2013 ca data de inregistrare conform art. 238 din Legea nr. 297/2004 privind piaţa de capital.
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Această procură a fost încheiată în 3 (trei) exemplare originale, din care un exemplar al procurii speciale va fi transmis semnat olograf, în original - la sediul Societatii din Ramnicu Valcea, str. Uzinei nr. 2, jud Valcea, in atentia Departamentului Resurse Umane, astfel încât să parvină Societăţii până la data de 12 decembrie 2012**,** ora12:00, sub sancţiunea pierderii exerciţiului dreptului de vot prin reprezentant în adunarea generală, conform prevederilor legale.

Data \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

reprezentata prin\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(cu majuscule)*

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(semnătura)*

# **SPECIAL POWER OF ATTORNEY**

# **for representation at the Extraordinary General Shareholders' Meeting**

**of S.C. UZINELE SODICE GOVORA – CIECH CHEMICAL GROUP S.A. (the "Company")**

The undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, identified with Trade Registry no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unique registration code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ holder of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shares issued by the Company from a total of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shares issued by the Company, conferring it the right to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ votes in the Extraordinary General Shareholders' Meeting, duly represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in his/her capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, holder of ID series\_\_\_\_ number \_\_\_\_\_\_\_\_\_\_\_\_\_, hereby appoints

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name and forename of the representative)*, domiciled in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, holder of ID series \_\_\_\_\_ no. \_\_\_\_\_\_\_\_\_\_\_\_\_, issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personal identification number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

as representative of the undersigned at the Extraordinary General Shareholders' Meeting of the Company (the "**EGMS**"), which will be held on 14 December 2012, 12:00 hours, at the registered office of the Company in Ramnicu Valcea, 2 Uzinei Street, Valcea county, or at the date of the second meeting, if the first meeting cannot be held, to exercise the voting rights related to the shares held by the undersigned and registered with the Company's Shareholders registry, as follows:

| I. **The EGSM** |
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| **Item on the agenda** | **Vote**(to be filled in as applicable, *for*, *against* or *abstention*) |
| **FOR** | **AGAINST** | **ABSTENTION** |
| 1. Approval of the complete structure of the Transaction (as defined in the convening notice for the EGSM ) which includes:

• The Polish Bonds Issue (as defined in the convening notice for the EGSM) and the related documentation including without limitation the guarantee and the security interest over all immovable assets, all tangible and intangible movable property, assets and rights (including the bank accounts as well as over all amounts of money credited or to be credited on such bank accounts) owned by the Company which are or will be granted by the Company in relation to the Polish Bonds Issue;• The Foreign Bonds Issue and the Foreign Bonds Issue Documentation (as defined below) and other documents related thereto as further detailed below, where the “**Foreign Bond Issue**” means the issue of notes due in 2019 with a maximum value of EUR 350,000,000, to be issued by: either (i) Ciech Group Financing AB (publ), a public limited liability company established under the laws of Sweden and fully owned by Ciech S.A., or (ii) any of the subsidiaries or controlled affiliates of Ciech S.A. (such issuer to be further referred to as the "Issuer"), including the guarantee to be granted by the Company for securing the obligations of the Issuer and other parties in relation to the Foreign Bonds Issue (as referred in more detail in 3 (c) below);• The Revolving Facility Agreement (as defined below) and other documents related thereto as further detailed below. |  |  |  |
| 1. Approval of the increase of the guarantee to be granted by the Company in relation to the Polish Bonds Issue up to a maximum limit of 200% of the nominal value of the notes issued under the Polish Bonds Issue. The guarantee amount shall be automatically increased in the corresponding agreement from 120% of the nominal value of the notes issued under the Polish Bonds Issue (as initially approved by Resolution 1) to the limit to be approved by the shareholders during the EGSM, such limit not exceeding 200% of the nominal value of the notes issued under the Polish Bonds Issue.
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| 1. Approval by the Company of:
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| 1. the purchase agreement to be entered into between, among others, the Issuer, the Guarantors (as such term will be defined under the Purchase Agreement, but which, for the avoidance of doubt, will include, without limitation, some or all of the following affiliates: Ciech S.A., Alwernia S.A., Cheman S.A., Ciech Pianki Sp. z o.o., Janikosoda S.A., Soda Matwy S.A., Soda Polska Ciech S.A., Transclean Sp. z o.o., Vitrosilicon S.A., Organika-Sarzyna S.A., the Company, KWG-Kraftwerksgesellschaft Stassfurt GmbH, Soda Deutschland Ciech GmbH, Sodawerk Holding Stassfurt GmbH, Sodawerk Stassfurt GmbH&Co.KG and Sodawerk Stassfurt Verwaltungs-GmbH (the "**Affiliates**")) and the initial purchasers (the underwriters under the Foreign Bonds Issue) (the "**Purchase Agreement**") as well as the approval of the accession by the Company to the Purchase Agreement and of the accession agreement (the "**Accession Agreement**") to be entered into by the Company in the context of the accession to the Purchase Agreement;
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| 1. the indenture (including the notes and the guarantee in c) below) to be entered into between, among others, the Issuer, the Guarantors (as such term will be defined under the Indenture, but which, for the avoidance of doubt, will include, without limitation, the Affiliates) and Deutsche Company Trustee Limited, as Trustee (the "**Indenture**") as well as the approval of the accession by the Company to the Indenture and of the supplemental indenture (the "**Supplemental Indenture**") to be entered into by the Company in the context of the accession to the Indenture;
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| 1. the notes issued by the Issuer and the guarantee to be provided by the Company under the Indenture in order to guarantee the obligations of the Issuer and the Guarantors (as is this term “Guarantor” will be defined under the Indenture) as contemplated under the Indenture.

The guarantee to be granted by the Company will be in a maximum amount of 200 percent of the aggregate of the notes' principal amount, accrued and unpaid interest, and any applicable premium or additional amounts under the Foreign Bonds Issue; |  |  |  |
| 1. the notes to be issued under the Foreign Bonds Issue;
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| 1. each of the preliminary offering memorandum, the pricing supplement, any other supplement to the preliminary offering memorandum and the final offering memorandum with respect to the Foreign Bonds Issue;
 |  |  |  |
| 1. any hedging agreements or documentation in relation to the Foreign Bonds Issue.

The documents mentioned under letters a) – f) above referred herein as the "**Foreign Bonds Issue Documentation**". |  |  |  |
| 1. Approval of the English law governed PLN 100,000,000 super senior multicurrency revolving facility agreement (the "**Revolving Facility Agreement**") to be entered into between, among others, Ciech S.A. as borrower, other companies in the Group (as such term is defined in the Revolving Facility Agreement) as guarantors, Bank Handlowy w Warszawie S.A, Bank Millennium S.A., Bank Polska Kasa Opieki S.A., BRE Bank S.A., ING Bank Śląski S.A., Powszechna Kasa Oszczędności Bank Polski S.A as lenders and mandated lead arrangers, Bank Handlowy w Warszawie S.A as Facility Agent, and Powszechna Kasa Oszczędności Bank Polski S.A. as Security Agent, for the purpose of financing the general corporate and working capital purposes of the Group (including the Company), including, without limitation: (i) financing short term liquidity needs of Ciech S.A., (ii) making intra-group loans to the Group entities, (iii) issuing guarantees and letters of credit in connection with the operational activity of the Group entities; (iv) financing recourse claims arising in respect of these guarantees and letters of credit, as well as the approval of the accession by the Company as additional guarantor to the Revolving Facility Agreement and of the accession agreement to be entered into by the Company in the context of the accession to the Revolving Facility Agreement (the “**Accession Agreement to the Revolving Facility Agreement**”).
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| 1. Approval of the guarantee to be granted by the Company for securing the obligations of each Borrower (as such term is defined in the Revolving Facility Agreement), including Ciech S.A., under the Revolving Facility Agreement.
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| 1. Approval of the guarantee to be granted by the Company in connection with the guarantee issued in favour of S.C. CET Govora S.A. on 23 January 2007 by Bank Polska Kasa Opieki S.A. at the request of Ciech S.A. (the "**Ancillary Guarantee**") as per the provisions of the guarantee agreement No. 2007/1 entered into between Bank Polska Kasa Opieki S.A. and Ciech S.A. on 19 January 2007.
 |  |  |  |
| 1. Approval of the English law governed intercreditor agreement (the "**Intercreditor Agreement**") to be entered into between, among others, (i) the Issuer, (ii) Ciech S.A.; (iii) Janikowskie Zakłady Sodowe Janikosoda S.A., Inowrocławskie Zakłady Chemiczne Soda Mątwy S.A., Vitrosilicon S.A., Soda Polska Ciech S.A., Transclean sp. z o.o., Zakłady Chemiczne Alwernia S.A., Zakłady Chemiczne Organika-Sarzyna S.A., Ciech Pianki Sp. Z.o.o., Przedsiębiorstwo Chemiczne Cheman S.A., Soda Deutschland Ciech GmbH, Sodawerk Holding Staßfurt GmbH, Sodawerk Staßfurt Verwaltungs GmbH and Sodawerk Staßfurt GmbH & Co. KG as original debtors, (iv) Powszechna Kasa Oszczędności Bank Polski S.A. as Security Agent, (v) the RCF Finance Parties (as such term is defined in the Intercreditor Agreement), (vi) Deutsche Company Trustee Limited, (vii) Espirito Santo Investment Bank (viii) certain companies as intra-group lenders and (ix) certain companies as intra-group borrowers, to which certain entities will accede as hedge counterparties (the "**Hedge Counterparties**"), the approval of the accession by the Company as debtor to the Intercreditor Agreement, the approval of the accession deed (the "**Accession Deed**") to be entered into by the Company in the context of the accession to the Intercreditor Agreement and as well as the approval of the guarantee and indemnity to be provided by the Company under the Intercreditor Agreement to the Hedge Counterparties for the punctual performance by each other Debtor (as such term will be defined under the Intercreditor Agreement, but which, for the avoidance of doubt, will include, without limitation, the Affiliates), of all that Debtor’s obligations under any hedging agreements as contemplated thereunder.
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| 1. Approval of the entry into by the Company, for the purpose of securing (i) the obligations of any Obligor/Debtor (as such terms are defined under each of the Revolving Facility Agreement, the Ancillary Guarantee and will be defined under the Intercreditor Agreement) under or in connection with the Revolving Facility Agreement, the Ancillary Guarantee, the Intercreditor Agreement, (ii) the obligations of Ciech S.A. or any other obligor under or in connection with the Polish Bonds Issue, and (iii) the obligations of the Issuer and Guarantors (as this term will be defined in the Foreign Bonds Issue Documentation, but which, for the avoidance of doubt, will include, without limitation, the Affiliates) under or in connection with the Foreign Bonds Issue and the Foreign Bonds Issue Documentation and any other documents related thereto, up to a maximum secured amount which shall be limited to maximum 200% of the total value of the obligations referred to under points (i) to (iii) above, into:
 |  |  |  |
| 1. an immovable mortgage agreement over all immovable assets owned by the Company, as well as all other buildings, structures and erections representing improvements (*amelioratiuni* in Romanian) to the above mentioned immovable assets according to 2.382 of the Romanian Civil Code, and all fictures, fittings, machinery and equipment which are immovable by destination;
 |  |  |  |
| 1. a movable mortgage agreement over all tangible and intangible movable property, assets and rights (including assets immovable by destination) whatsoever and wheresoever of the Company, both corporeal and incorporeal and both present and future, as well as parts and equipment incorporated therein, including, but without being limited to, all present and future receivables owned by the Company;
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| 1. a movable mortgage agreement over the shares in the Company owned by Ciech S.A.;
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| 1. movable mortgage agreements over all bank accounts opened by, on behalf of or for the benefit of the Company, as well as over all amounts of money credited or to be credited at any point to all or any of such bank accounts, irrespective of whether such accounts are opened in Romania or abroad (including, without limitation, the pledge agreement governed by Polish law over the bank accounts of the Company opened in Poland); in connection with such mortgage over bank accounts the Company shall enter into account control arrangements with relevant account banks;
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| 1. if required, any amendment agreement to the movable security agreement concluded by the Company on 12 September 2011 pursuant to which the Company created a movable security over all bank accounts opened by, on behalf of or for the benefit of the Company, as well as over all amounts of money credited or to be credited at any point to all or any of such bank accounts for the purpose of securing the obligations of any Obligor (as such term is defined in the Facilities Agreement) under the Facilities Agreement.
 |  |  |  |
| 1. Approval of the execution by the Company of a statement for the submission to execution, governed by Polish law, in favour of the Security Agent (as defined under the Revolving Facility Agreement) and for the benefit of each lender under the Revolving Facility Agreement.
 |  |  |  |
| 1. Approval of the execution by the Company of a statement for the submission to execution, governed by Polish law, in favour of the Security Agent (as defined under the Foreign Bonds Issue Documentation) and for the benefit of the bondholders in respect of the Foreign Bonds Issue and the Foreign Bonds Issue Documentation.
 |  |  |  |
| 1. Approval of the execution by the Company of the power of attorney to bank accounts of the Company opened in Poland, governed by Polish law, in favour of Powszechna Kasa Oszczędności Bank Polska S.A. acting as the security agent under the Intercreditor Agreement.
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| 1. Approval to make application to the Luxembourg Stock Exchange or other recognized stock exchange or regulated market in Europe for listing of the notes to be issued by the Issuer under the Foreign Bonds Issue.
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| 1. Deciding the fact that the Company will benefit from the entering into the Transaction detailed under point 1 above, granting of the guarantees and security interests mentioned above and execution of the agreements mentioned above.
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| 1. Empowering the Company's Board of Directors to negotiate, approve the final versions of, and to execute, the documents mentioned above, including, without limitation, the Foreign Bonds Issue Documentation, the Accession Agreement to the Revolving Facility Agreement, the Accession Deed and the agreements and documents referred to in points 8 - 12 above, as well as all and any other documents related to, pursuant to, mentioned by or referring to the Transaction detailed under point 1 above, the guarantees mentioned above, the Foreign Bonds Issue and the Foreign Bonds Issue Documentation, the Revolving Facility Agreement and the Accession Agreement to the Revolving Facility Agreement, the Intercreditor Agreement and the Accession Deed and the agreements and documents mentioned under points 8 - 12 above, as well as any changes or amendments thereto, as well to empower the person(s) to negotiate and execute the final form of such documents in the name and on behalf of the Company.) sent nt in the convening notice for t
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| 1. Establishing the date of 8 January 2013 as registration date according to article 238 of Law no. 297/2004 regarding capital markets.
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This power of attorney was executed in 3 (three) original counterparts, one of which bearing a holograph signature will be transmitted in original copy to the Company's registered office in Ramnicu Valcea, 2 Uzinei Street, Valcea county, for the attention of the Human Resources Department, in order to be received by the Company until 12 December 2012**,** 12:00 hours, under the sanction of losing the right to vote through representative at the general meeting, according to the legal provisions.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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duly represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(in capital letter)*

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 *(signature)*