



3 copies

## SPECIAL PROXY

### THE GENERAL EXTRAORDINARY MEETING OF SHAREHOLDERS

19-20 December 2013

The undersigned \_\_\_\_\_ residing in \_\_\_\_\_, str. \_\_\_\_\_, no. \_\_\_\_\_, bl. \_\_\_\_\_, Sc \_\_\_\_\_, Floor \_\_\_\_\_, Ap. \_\_\_\_\_, county \_\_\_\_\_, identified by C.I./B.I. series \_\_\_\_\_ no. \_\_\_\_\_ issued on \_\_\_\_\_ by Police \_\_\_\_\_, CNP \_\_\_\_\_, holder of a number of \_\_\_\_\_ shares/rights issued by **the company TERAPLAST S.A.** registered at the Office of Commerce Registry BISTRITA with no. J06/735/1992, Unique Code of Registration RO3094980, traded at Bucharest Stock Exchange, Category II, with the symbol **TRP**, which grants me a number of \_\_\_\_\_ voting rights in the General Extraordinary Meeting of Shareholders, of the total of **288.875.880** voting rights for the 288.875.880 shares issued by **the company TERAPLAST S.A. BISTRITA** I hereby empower Mr./Mrs. \_\_\_\_\_ residing in \_\_\_\_\_ str. \_\_\_\_\_ no. \_\_\_\_\_, bl. \_\_\_\_\_, sc. \_\_\_\_\_, floor. \_\_\_\_\_ ap. \_\_\_\_\_ county \_\_\_\_\_, holder of B.I./C.I., series \_\_\_\_\_ no. \_\_\_\_\_ issued by Police \_\_\_\_\_ on \_\_\_\_\_ CNP \_\_\_\_\_ as my representative in the **General Extraordinary Meeting of Shareholders**, which will take place on **19 December 2013 at 10:00**, at the company's headquarters in Bistrita, Industrial Park Teraplast, DN 15A, km 45+500, 427298, Bistrita-Nasaud county or on the date of holding the second meeting, if the first one couldn't take place, respectively on **20 December 2013** to exercise the voting right for my holdings registered in the Shareholders' Registry on the reference date **9 December 2013**, as follows:

**The General Extraordinary Meeting of Shareholders shall have the following**

### AGENDA

I. *Ratification of the Decision of the Board of Administration nr.186 from 14 November 2013, according to which the following were approved:*

1) Reduction of the credit accessed from Unicredit Tiriac Bank SA, according to the credit contract nr. BIS2/20/2008 from 30.06.2008 and the subsequent additional acts, from 4.800.000 euro to 1.800.000 euro – overdraft – general expenses and issuing of letters of banking warranties/opening L/Cs and extending this credit, *starting with 01.11.2013*, by 1 (one) year, respectively up to 31.10.2014. In order to guarantee the reimbursement of the credit granted by the Bank to the Company, plus interests, fees, taxes and penalties, as well as any other expenses related to, including, but without limiting to it, the recovery or preserve of the goods, the recovery of all the amounts due to the Bank, court/enforcement costs, as well as to guarantee the other obligations of the Company towards the Bank, the following guarantees are maintained:

a) Pledge/security mortgage having as object the stocks of current and future goods and finished products, for the development of the commercial activity, owned by S.C. TERAPLAST S.A., according to the Pledge Contract, concluded on 30.06.2008, as it was amended, which shall be registered in the Electronic Pledge Archive.

b) Assignment/security mortgage of the current and future receivable rights, as well as their accessories, coming from the current and future contracts/additional acts and/or orders and/or the invoices concluded/issued by the Borrower with his customers, having the quality of assigned debtors, according to the Contract of Assignment of Receivables, concluded on 30.06.2008, as it was amended, which shall be registered in the Electronic Pledge Archive.

c) Pledge/security mortgage having as object all current and future cash availabilities/credit balances from its current and future accounts and subaccounts open at the Bank, according to the Pledge Contract on the Account Balances, concluded on 30.06.2008, as it was amended, which shall be registered in the Electronic Pledge Archive.

d) The assignment of the rights resulted from the insurance policies (“all risks” type) issued by an insurance company agreed by the Bank, having as object the real estate and the movables brought into warranty. The borrower shall insure the movables and the real estate at the evaluated value and shall assign the Bank, as beneficiary of the insurance indemnity, all the rights resulted from this insurance. Also, the Borrower shall annually renew the insurance policies so as the goods be insured during the valid period of the Credit. The original of the insurance policies shall be kept by the Bank.

e) The real estate mortgage and the bans to break, annex, demolish, restructure, decorate, affect, rent, alienate and build on the real estate, owned by S.C. TERAPLAST S.A., situated in Bistrita, Bistrita-Nasaud county, consisting of land outside the town, category others, in surface of 1.004 mp and the construction built on it consisting of a production base, as well as on the respective constructions, in progress of buing built, real estate recorded in Land Registry no. 51284 of the administrative-territorial unit of Bistrita/ Bistrita-Nasaud county, coming

from the conversion on paper of the old CF (Land Registry) no. 8753 of the administrative-territorial unit of Bistrita / Bistrita-Nasaud county, with cadastral/topographical no. 6609/1/18/2/1 – A1, top. 6609/1/18/2/1 cad. C1– A1.1, on the current and future rents/lease produced by the Real estate, as well as on the indemnities paid according to the warranty/insurance contracts of any kind on and related to the payment of these rents or lease, according to the Contract of real estate mortgage.

f) The real estate mortgage and the bans to break, annex, demolish, restructure, decorate, affect, rent, alienate and build on the real estate, owned by S.C. TERAPLAST S.A., situated in Bistrita, Bistrita-Nasaud county, consisting of land inside the town, category construction court yards, in surface of 1.476 mp and the construction built on it consisting of maintenance mechanical workshop, battery station, auto parts warehouse, as well as on the respective constructions, in progress of being built, real estate recorded in Land Registry no. 51241 of the administrative-territorial unit of Bistrita/ Bistrita-Nasaud county, coming from the conversion on paper of the old CF (Land Registry) no. 6565 of the administrative-territorial unit of Bistrita / Bistrita-Nasaud county, with cadastral/topographical no. 8434/3 – A1, top. 8434/3-C1 cad. C1– A1.1, on the current and future rents/lease produced by the Real estate, as well as on the indemnities paid according to the warranty/insurance contracts of any kind on and related to the payment of these rents or lease, according to the Contract of real estate mortgage.

g) The real estate mortgage and the bans to break, annex, demolish, restructure, decorate, affect, rent, alienate and build on the real estate, owned by S.C. TERAPLAST S.A., situated in Bistrita, Bistrita-Nasaud county, consisting of land inside the town, category others, in surface of 6.562 mp and the construction built on it consisting of power adjustment station; raw material, finished products, plastic warehouse; pedestrian bridge (metallic construction) which makes the pedestrian connection between TERRACOTTA section and PLASTIC section, as well as on the respective constructions, in progress of being built, real estate recorded in Land Registry no. 51184 of the administrative-territorial unit of Bistrita/ Bistrita-Nasaud county, coming from the conversion on paper of the old CF (Land Registry) no. 6564 of the administrative-territorial unit of Bistrita / Bistrita-Nasaud county, with cadastral/topographical no. 8434/2 – A1, top. 8434/2 cad. C1– A1.1, on the current and future rents/lease produced by the Real estate, as well as on the indemnities paid according to the warranty/insurance contracts of any kind on and related to the payment of these rents or lease, according to the Contract of real estate mortgage.

h) The real estate mortgage and the bans to break, annex, demolish, restructure, decorate, affect, rent, alienate and build on the real estate, owned by S.C. TERAPLAST S.A., situated in Bistrita, Bistrita-Nasaud county, consisting of land outside the town, category others, in surface of 1.698 mp and the construction built on it consisting of tube production hall, as well as on the respective constructions, in progress of being built, real estate recorded in Land Registry no. 51133 of the administrative-territorial unit of Bistrita/ Bistrita-Nasaud county, coming from the conversion on paper of the old CF (Land Registry) no. 6567 of the administrative-territorial unit of Bistrita / Bistrita-Nasaud county, with cadastral/topographical no. 8434/5 – A1, top. 8434/5 cad. C1– A1.1, on the current and future rents/lease produced by the Real estate, as well as on the indemnities paid according to the

warranty/insurance contracts of any kind on and related to the payment of these rents or lease, according to the Contract of real estate mortgage.

i) The real estate mortgage and the bans to break, annex, demolish, restructure, decorate, affect, rent, alienate and build on the real estate, owned by S.C. TERAPLAST S.A., situated in Bistrita, Bistrita-Nasaud county, consisting of land outside the town, category construction court yards, in surface of 1.992 mp and the construction built on it consisting of storing spaces, as well as on the respective constructions, in progress of buing built, real estate recorded in Land Registry no.51267 of the administrative-territorial unit of Bistrita/ Bistrita-Nasaud county, coming from the conversion on paper of the old CF (Land Registry) no. 6533 of the administrative-territorial unit of Bistrita / Bistrita-Nasaud county, with cadastral/topographical no. 8540/2/1 – A1, top. 8540/2/1 cad. C1– A1.1, on the current and future rents/lease produced by the Real estate, as well as on the indemnities paid according to the warranty/insurance contracts of any kind on and related to the payment of these rents or lease, according to the Contract of real estate mortgage.

j) The real estate mortgage and the bans to break, annex, demolish, restructure, decorate, affect, rent, alienate and build on the real estate, owned by S.C. TERAPLAST S.A., situated in Bistrita, Bistrita-Nasaud county, consisting of land outside the town, category others, in surface of 4.570 mp and the construction built on it consisting of plastic production hall; plastic transformer station; plastic technological tower; plastic substation; PVC waste recycling line hall, as well as on the respective constructions, in progress of buing built, real estate recorded in Land Registry no. 61409 of the administrative-territorial unit of Bistrita/ Bistrita-Nasaud county, coming from the conversion on paper of the old CF (Land Registry) no. 6566 of the administrative-territorial unit of Bistrita / Bistrita-Nasaud county, with cadastral/topographical no 8434/4 – A1, top. 8434/4 cad. C1– A1.1, on the current and future rents/lease produced by the Real estate, as well as on the indemnities paid according to the warranty/insurance contracts of any kind on and related to the payment of these rents or lease, according to the Contract of real estate mortgage.

k) The real estate mortgage and the bans to break, annex, demolish, restructure, decorate, affect, rent, alienate and build on the real estate, owned by S.C. TERAPLAST S.A., situated in Bistrita, Bistrita-Nasaud county, consisting of land outside the town, category others, in surface of 1.358 mp and the construction built on it consisting of aggregate warehouse, as well as on the respective constructions, in progress of buing built, real estate recorded in Land Registry no. 61433 of the administrative-territorial unit of Bistrita/ Bistrita-Nasaud county, coming from the conversion on paper of the old CF (Land Registry) no. 7763 of the administrative-territorial unit of Bistrita / Bistrita-Nasaud county, with cadastral/topographical no Cad.455 Top: 8540/2/3/3 – A1, top. 8540/2/3/3 cad. 455-C1– A1.1, on the current and future rents/lease produced by the Real estate, as well as on the indemnities paid according to the warranty/insurance contracts of any kind on and related to the payment of these rents or lease, according to the Contract of real estate mortgage.

l) Security mortgage on the cash receivables resulted from the insurance contracts/policies issued by an insurance company agreed by the Bank, having as object the real estate and the movables brought into warranty. Also, the Borrower shall annually renew the insurance policies so as the goods be insured during the valid period of the Credit.

m) Security mortgage on the cash receivables and their accessories, coming from the current and future contract(s)/additional acts and/or orders and/or the invoices concluded/issued by S.C. TERAPLAST S.A. with its customers, having the quality of assigned debtor(s), according to the Contract of security mortgage on receivables, which shall be registered in the Electronic Pledge Archive.

2. Assigning Mr. Alexandru Stanean as Deputy General Manager as well as Mrs. Eniko-Edit Orban as the company's Financial Manager in order to achieve the following steps:

**a)** negotiate, convene on, conclude and sign in the name and for S.C. TERAPLAST S.A. the warranty contracts/additional acts to the credit contracts, as well as any other documents or instruments which are accessories, connected to or to which reference is made in the credit contracts, warranty contracts or any other documents as well as to sign any other application forms, requests which might be necessary and useful connected to this transaction concluded with UniCredit Ţiriac Bank S.A.

**b)** if it is necessary, to negotiate, convene on, conclude and sign in the name and for the Company any other additional acts subsequent to the credit contracts, warranty contracts and any other documents to which the company is party.

**c)** to fulfill in the name and for the Company any proceedings necessary so that these credit contracts/ additional acts, warranty contracts, as well as any other instruments which are accessories be fully valid and binding for the Company.

3. Assigning Mr. President Traian Simion to sign in the name and for all administrators, the Decision of the Board of Administration no.186/14.11.2013.

<b>For</b>	<b>Against</b>	<b>Abstain</b>

*II. The approval to extend the treasury line of 250.000 (twohundredandfiftythousand) EUR, starting with 01.11.2013, accessed from Unicredit Tiriac Bank S.A. according to the credit contract CLUJ3/297/2011 from 29.09.2011 as well as the subsequent additional acts, by maintaining the warranties already set, in order to guarantee the reimbursement of the credit granted by the Bank to the Company, plus interests, fees, taxes and penalties, as well as any other expenses related to, including, but without limiting to, the recovery or preserve of the*

goods, the recovery of all the amounts due to the Bank, court/enforcement expenses, as well as to guarantee the other obligations of the Company towards the Bank, as follows:

a) Pledge/security mortgage having as object all current and future cash availabilities/credit balances from its current and future accounts and subaccounts open at the Bank, according to the pledge contract on the account balances, concluded on 29.09.2011.

<b>For</b>	<b>Against</b>	<b>Abstain</b>

III. The approval to convert to RON the average term investment credit of 3.000.000 (threemillion) EUR, accessed from Unicredit Tiriac Bank S.A. according to the credit contract no.CLUJ3/296/2011 from 29.09.2011, as well as the subsequent additional acts, in order to refinance the acquisition of equipment and to extend this credit with 1 (one) year, respectively up to 29.09.2016. In order to guarantee the reimbursement of this credit plus interests, fees, taxes and penalties, as well as any other expenses related to, including, but without limiting to, the recovery or preserve of the goods, the recovery of all the amounts due to the Bank, court/enforcement expenses, as well as to guarantee the other obligations of the Company towards the Bank, the approval to maintain, in favor of the credit bank, the following guarantees:

a) 1st (first) rank mortgage and the bans to alienate, affect, dismantle, rent, demolish and build and the financier's privilege on the real estate, owned by S.C TERAPLAST S.A., situated in Brasov, 249A, Calea Bucuresti, Brasov county, consisting of construction on the ground floor made of: finished product warehouse, raw material warehouse, PVC joinery production hall, storeroom, storeroom, P+E (groundfloor+floor) construction, made of 10 rooms, 2 bathrooms, 4 halls, staircase, as well as on the respective constructions, in progress of buing built, real estate recorded in Land Registry no.114726 of Brasov, with cadastral/topographical no. 9171, 9171-C1, 9171-C2, 9171-C3, 9171-C4, according to the Contract of real estate warranty, which shall be registered in the Land Registry of the property. The mortgage shall also be extended de jure to all the subsequent improvement which shall be brought to the property mentioned above, according to the art. 1777 Civil Code;

b) Pledge having as object all current and future cash availabilities/credit balances from its current and future accounts and subaccounts open at the Bank.

c) Pledge having as object equipment owned by S.C. TERAPLAST S.A.;

d) Assignment of the receivable rights, as well as their accessories, coming from the current and future contracts and/or orders and/or the invoices concluded/issued by the Borrower with his customers, having the quality of

assigned debtor(s).

e) The assignment of the rights resulted from the insurance policies ("all risks" type) issued by an insurance company agreed by the Bank, having as object the real estate and the movables brought into warranty.

For	Against	Abstain

IV. *The approval to maintain the long term investment credit of 3.500.000 (threemillionfivehundredthousand) EUR, accessed by the Company from Unicredit Tiriac Bank S.A. according to the credit contract no.CLUJ3/605/2007 from 28.11.2007 as well as the subsequent additional acts, maintaining the warranties already set (except for the property situated in Bistrita, 27A, Drumul Tarpiului str., recorded in the Land Registry no. 54207 of the administrative-territorial unit of Bistrita / Bistrita-Nasaud county, on which a 1<sup>st</sup> rank mortgage was set, following the release of this property from the guarantee structure) in order to guarantee the reimbursement of the credit granted by the Bank to the Company plus interests, fees, taxes and penalties, as well as any other expenses related to, including, but without limiting to, the recovery or preserve of the goods, the recovery of all the amounts due to the Bank, court/enforcement expenses, as well as to guarantee the other obligations of the Company towards the Bank;*

For	Against	Abstain

V. *Assigning Mr. Alexandru Stanean as Deputy General Manager as well as Mrs. Eniko-Edit Orban as the company's Financial Manager to achieve the following steps in relation with Unicredit Tiriac Bank S.A:*

a) negotiate, convene on, conclude and sign in the name and for S.C. TERAPLAST S.A. the warranty contracts/additional acts to the credit contracts, as well as any other documents or instruments which are accessories, connected to or to which reference is made in the credit contracts, warranty contracts or any other documents as well as to sign any other application forms, requests which might be necessary and useful connected to this transaction concluded with UniCredit Tiriac Bank S.A.

b) if it is necessary, to negotiate, convene on, conclude and sign in the name and for the Company any other additional acts subsequent to the credit contracts, warranty contracts and any other documents to which the company is party.

c) to fulfill in the name and for the Company any proceedings necessary so that these credit contracts/ additional acts, warranty contracts, as well as any other instruments which are accessories be fully valid and binding for the

Company.

<b>For</b>	<b>Against</b>	<b>Abstain</b>

*VI. Ratification of the Decision of the Board of Administration no. 181 from 26 August 2013, according to which the following were approved:*

1. Supplementing the number of vehicles which are going to be bought by the company from 15 to 19 (VW Golf);
2. Rectification of the investment budget, that is increasing it to 270.000 euro, following the approval of buying the number of vehicles mentioned at point 1 (compared to 213.900 euro, the correction value approved according to the Decision of the Board of Administration no. 177 from 01 August 2013);
3. Contracting a loan of 270.000 euro from Porsche Bank Romania SA in order to buy 19 vehicles mentioned at point 1;
4. Guarantee to fulfill all the obligations of reimbursing the loan granted by Porsche Bank Romania SA and the interests, by setting up a mortgage on all the vehicles bought through the loan contracted;
5. Assigning Mrs. Edit Orban and Mr. Alexandru Stanean to decide on the input value of the vehicles which are going to be bought according to the loan contracted from Porsche Bank Romania SA, as well as to negotiate and sign all the documents necessary in order to accomplish the current decision, including, but without limiting to: credit contracts, documents for the credit contracts, additional acts to the credit contracts, etc. The present proxy is valid until its express revocation by the Board of Administration of SC TERAPLAST SA.
6. Assigning Mr. Traian Simion, President of the Board of Administration and Mr. Alexandru Stanean, Administrator, to sign the Decision of the Board of Administration which is going to be adopted.

<b>For</b>	<b>Against</b>	<b>Abstain</b>

*VII. Establishing the registration date which serves to identify the shareholders who will be affected by the decisions adopted by the General Extraordinary Meeting of Shareholders. The date proposed by the Board of Administration is 10 January 2014.*

<b>For</b>	<b>Against</b>	<b>Abstain</b>

*VIII. Assigning the president of the Board of Administration to sign, in the name and for all shareholders present at the meeting, the A.G.E.A.Decision.*



For	Against	Abstain

*IX. Assigning Mrs. Kinga Vaida, company's legal adviser, holder of the C.I. series X.B. no.370326, issued by Bistrita Police on 26.06.2012, to accomplish all procedures on the registration of the A.G.E.A. Decision at the Office of Commerce Registry from Bistrita-Nasaud Law Court and to publish it in Romania's Official Gazette, Part IV.*

For	Against	Abstain

**Note :** One shall mark with „X” the box corresponding to the vote. The other boxes shall remain unmarked.

I hereby give discretionary voting power to the representative named above on the problems which haven't been identified and included on the agenda by the date of the present, according to the legal provisions in effect.

The current special proxy contains information according to the Law no.297/ 2004 on the capital market, the C.N.V.M. Rules no.1/2006, modified by the C.N.V.M. Rules no.31/2006, as well as the C.N.V.M Rules no.6/2009. The current special proxy shall be signed and dated by the shareholder principal. The special proxy shall be filled in by the shareholder principal at all written points.

**The special proxy is prepared in 3 original copies**, of which: one copy remains at the principal, one copy shall be given to the representative and a copy shall be handed in at the headquarters of the **company TERAPLAST S.A.** by **17 December 2013, at 14:00.**

**If the General Extraordinary Meeting of Shareholders doesn't meet legally and statutory on 19 December 2013, the current special proxy is also valid for the second call of the General Extraordinary Meeting of Shareholders from 20 December 2013.**

**Date of giving the proxy:** \_\_\_\_\_

**Surname and name:** \_\_\_\_\_

(Surname and name of the shareholder physical person, in clear, with capital letters)

**Signature:** \_\_\_\_\_

(Signature of the shareholder physical person)