

**Draft resolutions  
of the Extraordinary General Meeting of Shareholders of Enea S.A.  
with its registered office in Poznań convened for 15.12.2016**

***Draft resolution to item 2 of the planned agenda***

**DRAFT**

**Resolution No. ...**

**of the Extraordinary General Meeting of Shareholders of the Company:  
Enea Spółka Akcyjna having its registered office in Poznań  
dated 15.12.2016**

**regarding selection of the Chairman of the Extraordinary General Meeting of Shareholders**

Acting under Article 409 § 1 of the Commercial Companies Code and § 29 item 5 of the Company's Statute, the Extraordinary General Meeting of Shareholders of Enea S.A. resolves as follows:

§1

The Extraordinary General Meeting of Shareholders of Enea S.A hereby appoints Mr./Mrs. ....  
the Chairman of the Extraordinary General Meeting of Shareholders.

§ 2

The Resolution enters into force when adopted.

The number of shares from which valid votes were cast : ...	:	...
Percentage of the shares in the share capital	:	...
Total of cast votes	:	...
Votes "for"	:	...
Votes "against"	:	...
Votes "abstained"	:	...

The Resolution shall be adopted in secret voting.

**Draft resolution to item 4 of the planned agenda**

**DRAFT**

**Resolution No. ...**

**of the Extraordinary General Meeting of Shareholders of the Company:  
Enea Spółka Akcyjna having its registered office in Poznań  
dated 15.12.2016**

**regarding adoption of the agenda of the Extraordinary General Meeting of Shareholders**

The Extraordinary General Meeting of Shareholders of Enea S.A. hereby resolves as follows:

**§ 1**

The Extraordinary General Meeting of Shareholders of Enea S.A. having its registered office in Poznań adopts the following agenda of the Extraordinary General Meeting of Shareholders:

1. Opening of the Extraordinary General Meeting of Shareholders.
2. Election of the Chairman of the Extraordinary General Meeting of Shareholders.
3. Stating that the Extraordinary General Meeting of Shareholders has been duly convened and is capable of adopting resolutions.
4. Adoption of the agenda.
5. Adoption of a resolution relating to the principles of determining remunerations of members of the Management Board of Enea S.A. with its registered office in Poznań.
6. Adoption of a resolution relating to specification of principles of determining remunerations of members of the Supervisory Board of Enea S.A. with its registered office in Poznań.
7. Closing the meeting.

**§ 2**

The Resolution enters into force when adopted.

The number of shares from which valid votes were cast	: ...
Percentage of the shares in the share capital	: ...
Total of cast votes	: ...
Votes "for"	: ...
Votes "against"	: ...
Votes "abstained"	: ...

The Resolution shall be adopted in open voting.

**Draft resolution to item 5 of the planned agenda**

**DRAFT**

**Resolution No. ...**

**of the Extraordinary General Meeting of Shareholders of the Company:  
Enea Spółka Akcyjna having its registered office in Poznań  
dated 15.12.2016**

**relating to the principles of determining remunerations  
of members of the Management Board of Enea S.A. with its registered office in Poznań**

Acting under Article 2 item 2(1), Article 4, Article 5, Article 6, Article 7 and Article 8 of the act of 9 June 2016 *on principles of determining remunerations of people managing some companies* (J. L. of 2016, item 1202) the Extraordinary General Meeting of Shareholders of Enea S.A. resolves as follows:

**§ 1**

1. A contract for management services is concluded with a Member of the Company's Management Board for the term of holding the position (Contract), with an obligation to provide the services personally.
2. The provisions of the Contract are determined by the Supervisory Board subject to the terms specified in the act of 9 June 2016 *on principles of determining remunerations of people managing some companies* (Act) and pursuant to the provisions of this resolution.

**§ 2**

1. Total remuneration of a Member of the Company's Management Board is composed of a fixed part, being the basic monthly compensation (Fixed Remuneration) and a variable part, being the supplementary remuneration for the Company's financial year (Variable Remuneration).
2. The amount of the monthly Fixed Remuneration of Members of the Management Board will be determined by the Supervisory Board, subject to the fact that:
  - a) The Fixed Remuneration of the President of the Management Board will be determined within the monthly range from ..... to ..... - times the average remuneration in the enterprise sector net of profit-based payments in the fourth quarter of the preceding year, as published by the President of the Central Statistical Office.
  - b) The Fixed Remuneration of Members of the Management Board will be determined within the monthly range from ..... to ..... - times the average remuneration in the enterprise sector net of profit-based payments in the fourth quarter of the preceding year, as published by the President of the Central Statistical Office.
3. The Company's Supervisory Board is authorised to determine the amount of the Fixed Remuneration for particular members of the Management Board pursuant to the provisions of item 2.

**§ 3**

1. The Variable Remuneration depends on the completion stage of the Management Goals and may not exceed ..... % of the Fixed Remuneration.
2. A general catalogue of Management Goals is determined, i.e.:
  - a) .....
  - b) .....
  - c) .....
3. Additional Management Goals are determined for completion until 30 June 2017 in the form of:

- a) implementation of the principles of remunerating members of management bodies and supervisory bodies compliant with the provisions of the Act in all the Capital Group companies,
  - b) specification of the compositions of supervisory boards in all the Capital Group companies so that their members hold qualifications to sit in supervisory boards, confirmed with a positive result of the examination for candidates for members of supervisory boards mentioned in Article 12 item 2 of the act of 30 August 1996 on commercialisation and privatisation or hold qualifications exempting from the obligation to pass it as mentioned in § 5 item 2 and 3 of the regulation of the Council of Ministers dated 7 September 2004 as regards trainings and examinations for candidates for members of supervisory boards of companies in which the State Treasury is the sole shareholder, i.e. hold a scientific title of a doctor of economic or legal sciences or be entered into the list of legal counsels, solicitors, certified auditors or investment advisers. Waiving the obligation of holding the qualifications mentioned above is admissible in a situation when performing the function of a member of the Supervisory Board in the Capital Group company is related to the performance of obligations of an employee of the parent of subsidiaries or affiliates.
4. The Supervisory Board is authorised to make the Management Goals more specific along with determination of the weights of these goals and objective and measurable criteria of their completion and accounting for (KPI), taking into account the fact that:
- a) the Variable Remuneration is payable to a Member of the Management Board after approval of the report of the management board from operations of the company and financial statements of the company for the preceding financial year and discharging the member from liability for the performance of their duties by the General Meeting,
  - b) payment of a part of the Variable Remuneration may be deferred in time for the period not exceeding 36 months depending on the satisfaction in the specified period of the conditions according to the set Management Goals, then this part of the Variable Remuneration may be paid in full or in part at the end of the settlement period.
  - c) the Variable Remuneration is calculated proportionally; the proportionality depends on the number of days during which services were rendered by Members of the Management Board in a given financial year.
  - d) satisfaction of the conditions for the Fixed Remuneration of particular Members of the Management Board, for whom Management Goals were set for the given financial year and who held their positions in the assessed financial year, the Supervisory Board determines, specifying the amount due, based on the financial statements and other documents revised by auditors, depending on the set Goals.
5. Expiration of the term after the expiry of the financial year assessed as regards the completion of Management Goals, does not result in the loss of the right to receive the Variable Remuneration subject to the terms specified in item 1-4 above. Expiration of the term during the financial year does not result in the loss of the right to a part of the Variable Remuneration, subject to the terms specified in item 1-4, subject to the fact, however, that the period of holding the position in the financial year was longer than ..... months.

#### § 4

1. The Contract includes the obligation of notification by a Member of the Management Board of the intention to hold a position in the governing bodies of another commercial company, acquisition of shares in it and may foresee a prohibition to hold positions in the governing bodies of any other commercial company or introduce any other limitations relating to the additional activities of the Member of the Management Board.
2. A Member of the Management Board may not receive remuneration due to holding the position of a member of a body in the Company's subsidiaries within the capital group under the Article 4 item 14 of the act of 16 February 2007 on protection of competition and consumers.

3. The Supervisory Board is authorised to specify the prohibitions and limitations mentioned in item 1 and 2 above, reporting obligations from their performance and sanctions for improper performance.

#### § 5

1. In the Contract the Supervisory Board shall specify the scope and principles of providing the Member of the Management Board with technical equipment and resources belonging to the Company, necessary for the performance of the duties on the position, and may also determine the limits or the method of their determination relating to the costs which the Company incurs in relation to the provision and use of the equipment and resources by the Member of the Management Board for business purposes.

#### § 6

1. In the case of expiration of the term, in particular as a result of death, dismissal or resignation, the Contract is terminated on the last day of holding the position without the necessity to perform any additional activities.
2. Each Party has the right to terminate the Contract with immediate effect on a material breach of the Contract terms by the other party.
3. The Company has the right to terminate the Contract due to reasons other than those specified in item 2 at maximally 3 (three) months' notice, subject to the fact that in the situation when an event occurs during the notice period which is mentioned in item 1 resulting in the termination of the contract as a consequence of ceasing to serve on the position, then the Contract shall be terminated according to item 1.
4. If the Contract is terminated or withdrawn from by the Company due to reasons other than those mentioned in item 2, the Member of the Management Board may be paid a severance payment in the amount not higher than 3 (three)-times the fixed part of the remuneration provided that they have held their positions for the period of at least 12 (twelve) months before the termination of the Contract.
5. The severance payment mentioned in item 4 is not payable to the Member of the Management Board in the following situations:
  - a) termination, withdrawal from or amendment to the Contract as a result of a change to the position held by the Managing person in the composition of the Management Board,
  - b) termination, withdrawal from or amendment to the Contract as a result of appointing the Managing person for the next term of the Management Board,
  - c) holding the position of a Member of the Management Board within the Capital Group,
  - d) resignation from holding the position.

#### § 7

1. The Supervisory Board may conclude a non-competition agreement with a Member of the Management Board after the termination of holding the position, however it may be concluded only in the situation of holding the position by a Member of the Management Board for the period of at least 3 (three) months.
2. Conclusion of a non-competition agreement after the termination or withdrawal from the contract on management services is inadmissible.
3. The non-competition period may not exceed 6 (six) months after the termination of holding of the position by the Member of the Management Board.
4. On non-performance or improper performance of the non-competition agreement by the Member of the Management Board they will be obliged to pay the contractual penalty to the Company, not lower than the amount of the compensation payable for the whole non-competition period.
5. In the non-competition agreement, the Supervisory Board is obliged to specify at least the activity which is competitive towards the Company, the level of compensation due to observing the non-competition clause, dates of compensation payment, disclosure requirements of managing persons and cases in which the non-competition clause ceases to apply, and may also specify the Company's right to withdraw from the non-competition agreement or right of the parties to terminate the non-competition agreement.

§ 8

The Resolution shall enter into force when passed.

The number of shares from which valid votes were cast	: ...
Percentage of the shares in the share capital	: ...
Total of cast votes	: ...
Votes "for"	: ...
Votes "against"	: ...
Votes "abstained"	: ...

The Resolution shall be adopted in open voting.

**Justification:**

On 4.11.2016 the Company received the letter from the Minister of Energy - a shareholder representing at least one-twentieth part of the Company's share capital with a motion to convene the Extraordinary General Meeting of Shareholders of Enea S.A. with its registered office in Poznań and placing on the agenda a point relating to adoption of a resolution on the principles of determining remunerations of members of the Management Board of Enea S.A.

In the justification for placing the point relating to adoption of a resolution on the principles of determining remunerations of members of the Management Board of Enea S.A. on the agenda it was indicated that the principles of remunerating members of the management boards in state-owned companies are regulated by the provisions of the act of 9 June 2016 on principles of determining remunerations of persons managing some companies and the Minister of Energy, performing the obligation mentioned on Article 2 item 1 and item 2(1) of the above mentioned act, requests adoption by the Company's General Meeting of a resolution on the principles of determining remunerations of members of the managing body and members of the supervisory body.

**DRAFT**

**Resolution No. ...**

**of the Extraordinary General Meeting of Shareholders of the Company:  
Enea Spółka Akcyjna having its registered office in Poznań  
dated 15.12.2016**

**relating to specification of principles of determining remunerations of members of  
the Supervisory Board of Enea S.A. with its registered office  
with its registered office in Poznań**

Acting under Article 2 item 2(1), Article 10 of the Act of 9 June 2016 *on principles of determining remunerations of people managing some companies* (J. L. of 2016, item 1202) the Extraordinary General Meeting of Shareholders of Enea S.A. resolves as follows:

**§ 1**

1. The monthly remuneration of members of the Supervisory Board is defined as the product of the average monthly remuneration in the enterprise sector net of profit-related payments in the fourth quarter of the preceding year as published by the President of the Central Statistical Office and the following multiplier:
  - a) for the chairman of the Supervisory Board - .....
  - b) for the vice-chairman of the Supervisory Board and secretary of the Supervisory Board - .....
  - c) for the other members of the Supervisory Board - .....
2. Members of the Supervisory Board are paid the remuneration mentioned in item 1, notwithstanding the number of meetings convened.
3. The remuneration is not payable for the month in which the member of the Supervisory Board was not present on any duly convened meeting, and the absence was not authorised. The authorisation or non-authorisation of the absence of the member of the Supervisory Board on the meeting is determined by the Supervisory Board by means of a resolution.

**§ 2**

The Resolution shall enter into force when passed.  
The number of shares from which valid votes were cast : ...  
Percentage of the shares in the share capital : ...  
Total of cast votes : ...  
Votes "for" : ...  
Votes "against" : ...  
Votes "abstained" : ...

The Resolution shall be adopted in open voting.

**Justification:**

On 4.11.2016 the Company received the letter from the Minister of Energy - a shareholder representing at least one-twentieth part of the Company's share capital with a motion to convene the Extraordinary General Meeting of Shareholders of Enea S.A. with its registered office in Poznań and placing on the agenda a point relating to adoption of a resolution relating to specification of principles of determining remunerations of members of the Supervisory Board of Enea S.A.

In the justification for placing the point relating to adoption of a resolution on specification of principles of determining remunerations of members of the Supervisory Board of Enea S.A. on the agenda it was indicated that the principles of remunerating members of the supervisory boards in state-owned companies are regulated by the provisions of the act of 9 June 2016 on principles of determining remunerations of persons managing some companies and the Minister of Energy, performing the obligation mentioned on Article 2 item 1 and item 2(1) of the above mentioned act, requests adoption by the Company's General Meeting of a resolution on the principles of determining remunerations of members of the managing body and members of the supervisory body.