ZIMMERMAN FILIPIAK
RESTRUKTURYZACJA

Warsaw, on 27 July 2016

To:
Creditors of Termisil Huta Szkła Wołomin S.A. under restructuring with the registered seat in Wołomin

From:
Zimmerman Filipiak Restrukturyzacja S.A.
with the registered seat in Warsaw
ul. Wspólna 35/5; 00-519 Warszawa

appointed administrator in remedial proceedings with regard to:

Termisil Huta Szkła Wołomin S.A. under restructuring
with the registered seat in Wołomin
ul. Wileńska 68A; 05-200 Wołomin

conducted by:
District Court for the Capital City of Warsaw in Warsaw
10th Economic Division for bankruptcy and restructuring issues
ul. Czerniakowska 100A; 00-454 Warszawa

Case file no. X GR 36/16

NOTICE OF REMEDIAL PROCEEDINGS BEING OPENED

1. Pursuant to Article 40 Item 1 in conjunction with Article 52 Section 3 of the Act of 15 May 2015 – Restructuring Law (Journal of Laws, Item 978, as amended, hereinafter referred to as "**RL**") I hereby announce, that by means of a decision of the District Court for the Capital City of Warsaw in Warsaw, 10th Economic Division for bankruptcy and restructuring issues, as of 26 July 2016 remedial proceedings with regard to a debtor - Termisil Huta Szkła Wołomin S.A. under restructuring with the registered seat in Wołomin (National Court Register number 0000287570, hereinafter referred to as the "**Debtor**" or the "**Company**") have been opened. This decision has become effective and enforceable on the date of

issue. Pursuant thereto, the company represented by me has been appointed as its administrator.

2. Given the above, I hereby inform you that within 30 days of the opening of the remedial proceedings of the Company, the administrator, acting pursuant to Article 320 of RL, shall prepare a list of liabilities. This shall include personal claims with regard to the Debtor, arisen prior to the date of the opening of the remedial proceedings, i.e. prior to 26th July 2016 (the date of payment of the claim may fall on the date later than 26th July 2016). The list is to be drafted by an ex-officio administrator, based on the accounting books, other documents of the Debtor, entries into the land and mortgage registers and other registers. **The creditors shall not report their claims in the course of the remedial proceedings.**

3. I hereby inform you that the claims the creditors are entitled to with regard to the Company arisen prior to 26th July 2016 shall be satisfied pursuant to the principles specified in the composition agreements concluded in the course of these remedial proceedings. In accordance with Article 252 Section 1 in conjunction with Article 297 of RL these claims may not be satisfied by the Debtor or the administrator outside the composition agreements. Therefore, I hereby underline that any attempts to receive payment for the aforementioned claims made not taking the composition agreements into account shall produce no legal effects and may only subject the persons making such an attempt to liability for damages.

The aforementioned regulation stipulates that it is strictly forbidden to implement enforcement on the assets of the Debtor included in the remedial assets and to execute the decision to secure the claim or to order the claim to be secured on these assets covering the term following the opening of the remedial proceedings (Article 312 Section 4 of the RL). In addition, all enforcement proceedings against the Company pending prior to 26th July 2016 have been suspended by law as of the date of the opening of the remedial proceedings (Article 312, Section 1 of the RL), while the amounts obtained in the suspended enforcement proceedings, and not disbursed yet, are required to be transferred to the remedial assets by the court enforcement officers immediately after the decision on the opening of the remedial proceedings has been issued.

I additionally underline that, by virtue of law, the composition agreements shall also include interest on principal claims covered by the composition agreements for the period as of the day of opening the remedial proceedings; conditional claims, should the claim be fulfilled during the performance of the composition agreements, as well as claims against the Debtor, arising from a joint agreement which has been performed in its entirety and in part prior to the date of the opening of the remedial proceedings (in the latter case – when the performance of the other party is separable and only to the extent to which the other party has fulfilled the performance prior to the opening of the remedial proceedings and has not received the counter-performance.

Subject to the consent of the creditor, the composition agreements shall cover:

(i) claims from an employment relationship (also including claims of the Guaranteed Employee Benefits Fund for the refund of the benefits paid out to employees of the Debtor);

(ii) claims secured on the assets of the Debtor by virtue of a mortgage, a lien, a registered lien, a tax line, a maritime mortgage, in the part covered by the value of the object of the collateral (in the remaining part the claims are covered by the composition agreements by virtue of the law);

(iii) claims secured by means of transfer of the ownership of possessions, claims or other rights onto the creditor (so-called claims secured by means of a transfer of title to secure claim repayment)

The consent of the creditor to cover the claims with the composition agreements should be granted prior to the vote on the composition agreements at the latest. It may be orally made in the minutes of the creditors' meeting (where the composition agreement is voted, which shall be described in detail in the further part hereof). It shall be unconditional and irrevocable.

Only a specifically determined group of claims – irrespective of the date they arise, their character or the level of collateral – is excluded from the composition agreements. This group of claims includes: **1)** alimony and support claims and illness pensions as an indemnity for triggering an illness, inability to work, injury or death and pensions in exchange for rights under an annuity agreement for a life pension; **2)** claims for the transfer of property and cessation of violation of rights; **3)** claims the Debtor is liable for as a result of inheritance acquisition following the opening of the restructuring proceedings once the inheritance is included in the

assets; **4)** claims for social security contributions in the part funded by the insured where the Debtor is the remitter (including the claims of the Agricultural Social Insurance Fund); **5)** claims from a reciprocal agreement to the extent that the party has failed to fulfil the performance prior to the date of the opening of the restructuring proceedings and as a result has failed to receive the counter-performance; **6)** claims which constitute amounts of public aid as to which the European Commission has ordered them to be refunded.

4. Moreover, I wish to hereby inform you that within 3 months from the opening of the remedial proceedings, the administrator shall prepare a restructuring plan. This document shall constitute factual basis of the entire remedial proceedings. The key purpose of the preparation thereof is to enable creditors, the administrator and the court to perform an analysis of the restructuring proposal in terms of its feasibility, the risk level and the level of its compliance with the state of the enterprise of the Company.

Together with the restructuring plan, the administrator shall prepare proposed composition agreements including detailed principles of the repayment of claims covered by the composition agreements. It should be explained here that the purpose of the remedial proceedings is, among other things, to restructure the liabilities of the Company while securing and respecting the interest of its creditors to a maximum extent, therefore the administrator hereby informs that the proposals of the composition agreements shall be prepared so that the claims covered by the composition agreements are satisfied to a largest extent possible.

The course of the remedial proceedings assumes convening a creditors' meeting at which – as already mentioned – the composition agreements shall be voted on. The remedial proceedings is indented to last for 12 months, therefore no later than prior to the lapse of this term a judge-commissioner appointed in the proceedings shall convene this meeting. Only in exceptional cases, e.g. if, prior to the lapse of twelve months from the date of the opening of the proceedings, the list of claims has not been approved or the procedure of obtaining consent for the public aid being granted has not been completed, the judge-commissioner shall convene the creditors' meeting in order to vote on the composition agreements immediately following the approval of the list of claims or completion of the procedure of obtaining consent for the public aid being granted.

The composition agreements are to be voted on by the creditors. A resolution of the creditors' meeting on the adoption of the composition agreements shall be passed if voted for by a majority of voting creditors that have cast a valid vote, holding together at least two thirds of the claims the voting creditors are entitled to (Article 119 Section 1 of the RL). Then, the judge-commissioner shall issue, at the creditors' meeting, a decision on the adoption of the composition agreements (Article 120 Section 1 of the RL), and finally the composition agreements adopted by the creditors' meeting shall be approved by the court. The hearing set in order to rule on the composition agreements shall take place no sooner than after a week from the date of completion of the creditors' meeting at which the composition agreements were adopted (Article 164, Section 1 – 2 of the RL).

The remedial proceedings shall be completed on the date the judgment on the approval of the composition agreements has become final and binding or on the date of refusal to approve the composition agreements (Article 324 Section 1 of the RL). Should the composition agreements be approved, this shall be followed by the stage of their execution which shall last over **a term indicated in the composition agreements**. During the term, claims indicated therein shall be satisfied under the principles and by the deadlines indicated therein.

5. Finally, I hereby inform you that personal claims arisen following 26th July 2016 as the ones not covered by the composition agreements shall be paid on a regular basis in accordance with their contractual deadlines; failure to pay them may result in the Company's remedial proceedings being discontinued.

Should you have any doubts, please email me at: termisil@zfrsa.pl.

Bartosz Sierakowski

- restructuring advisor (licence no. 845)/Vice President of the Management Board of Zimmerman Filipiak Restrukturyzacja S.A.

Attachment:

- a print-out corresponding to the current copy of the Register of Entrepreneurs of the National Court Register for Zimmerman Filipiak Restrukturyzacja S.A.