

Voting Bulletin
for voting by correspondence in the
Extraordinary General Meeting of Shareholders of
SOCIETATEA DE CONSTRUCTII NAPOCA SA as of
25/26.04.2017

I, the undersignedⁱⁱ _____ [name and surname of the shareholder – natural person], identified with _____ [identity card], series _____, number _____, issued by _____, on _____, valid until _____, having the domicile in _____, personal identification number _____,

or
I, the undersignedⁱⁱⁱ _____ [name of the shareholder – legal person], having the registered office located at _____, registered with the Trade Registry/ _____ [equivalent body - for non-resident legal person] under no. _____ sole registration code/ _____ [equivalent identification no. - for non-resident legal person] _____, legally represented^{iv} by _____,

shareholder at the **Reference Date of 14.04.2017** of **SOCIETATEA DE CONSTRUCTII NAPOCA SA.**, incorporated and functioning under the laws of Romania registered with the Cluj Trade Registry Office under no. **J12/15/1991**, sole registration code 199117, having the headquarters at Cluj Napoca, Piata 1 Mai, no. 1-2, Cluj County, Romania, having the subscribed and paid share capital of RON 6.231.454 divided in 6.231.454, nominative shares, having a face value of RON 1 each

holding a number of _____ shares issued by _____ of the total number of the Company,

acknowledging the agenda of the **Extraordinary General Meeting of the Shareholders (“EGMS”) of Societatea de Constructii Napoca SA, convened for 25.04.2017 starting at 09:00 AM**, respectively for **26.04.2017**, starting at 09:00 AM, if the EGMS may not be validly held at the first convening date, and based on the documentation made available by the Company

or
_____ [name of the proxy holder - legal person], having the registered office located at _____, registered with the Trade Registry/ _____ [equivalent body - for non-resident legal person] under no. _____ sole registration code/ _____ [equivalent identification no. - for non-resident legal person] _____, represented by^{vi} _____ having the domicile in _____, identified with _____ [identity card], series _____, number _____, issued by _____, on _____, valid until _____, personal identification number _____,

to represent me in the **Extraordinary General Meeting of Shareholders (“EGMS”) of Societatea de Constructii Napoca SA, convened for 25.04.2017, starting at 09:00 AM**, at company headquarters located in Piata 1 Mai, no. 1-2, Cluj Napoca, Romania or, should the EGMS of not be held at the first convening date, for the second convening of the EGMS set for **26.04.2017, starting at 09:00 AM**, at company headquarters

to exercise the voting rights associated to the shares held by the undersigned as follows:

1. Approval for the sale of real estate:

- Land of an area of 16,089 sqm (according to measurements and 16,110 sqm according to the documents), registered in the Land Registry as entry no. 256455 (former Land Registry 155415) of Cluj-Napoca, cadastral survey no. 256455 (former cadastral survey no. 7787/2, land survey no. 15905/2/2/2) consisting of land yards - buildings and the buildings C1 - C5,
- Land of an area of 16,673 sqm (according to measurements), registered in the Land Registry no. 265405 (former Land Registry 155414) Cluj-Napoca, cadastral survey no. 265405 (former cadastral survey no. 7787/1), consisting of land yards - buildings and the buildings C1 – C7,
- Land of an area of 9,735 square meters, which will be dismembered from the real estate of an area of 24,866 sqm (according to the measurements), registered in the Land Registry no. 265523 (former Land Registry 155416) Cluj-Napoca, cadastral survey no 265523 (former cadastral survey no 7787/3, land survey no. 15905/2/2/3);

For..... Against..... Abstention.....

2. Approval for the sale price of 120 euro / sqm, payable in consideration of measured services and not according to the areas specified in the documents, unless they are larger than those specified in the documents, in which case the price will be paid in consideration of the areas specified in the documents, plus VAT ("Price"), to be paid as follows:

- after signing the preliminary sale-purchase contract and starting with the date of meeting the established conditions, the promissory Buyer will pay on a monthly basis, until the 10th of each month, the amount of EUR 10,000 as an advance payment;
- on the date when the sale-purchase contract is signed and authenticated, there shall be paid 75% of the contract price (ie EUR 90 / sqm), from which there shall be deducted the amounts paid by way of advance, and the remaining amount of 25% (ie EUR euros / mp) to be paid by Buyer into an escrow account, under an escrow contract.

For..... Against..... Abstention.....

3. Approval for the amount deposited into the escrow account, meaning 25% of the selling price, to be distributed as follows:

- Where, until the expiration of 2 months from the date of authentication of the sale-purchase contract, the conditions undertaken by the Seller will be met in full, the escrow agent, receiving the original written confirmation of the Parties that these conditions were met, being no other claim to make one against the other, there should be released the remaining Price from the escrow account (ie 25% of the Price) to the Seller;
- Where, within a period of 2 months at the most from the date of authentication of the Sale-Purchase Contract, the conditions undertaken by the Seller are not met in full, the escrow agent, not having received the original written confirmation of the Parties, shall release the remaining Price (ie 25% of the price) from the escrow account to the Buyer;

For..... Against..... Abstention.....

4. Approval for the price paid to the Seller in proportion of 75% of the Price to be considered paid in full if the Seller fails to fulfil the conditions undertaken, without any claim from the Seller and without further other necessary confirmations from the Parties.

For..... Against..... Abstention.....

5. Approval that, if the Seller, within the 2 months mentioned in art. 3 has fulfilled some of the conditions undertaken for the payment of the remaining Price, the Buyer shall reimburse the Seller the share of the 25% of the Price which exceeds the justified cost of fulfilment of non-executed remainder by a third party within 10 days after completion of work.

For..... Against..... Abstention.....

6. Approval of the date of October 30th 2017 to conclude the authenticated sale-purchase contract; this term may be extended by both parties' agreement.

For..... Against..... Abstention.....

7. Authorize Mr. Danut Dorel Canta, Managing Director, to establish all terms and conditions, for signing the authenticated sale-purchase contract, for signing the escrow deposit contract and all required documents / papers to comply with this transaction..

For..... Against..... Abstention.....

8. Approval of 18.05.2017 as “registration date”.

For..... Against..... Abstention.....

9. Approval of 17.05.2017 as “ex-date.

For..... Against..... Abstention.....

10. Authorizing a person to fulfill the legal formalities for the registration of the decision taken

For..... Against..... Abstention.....

I hereby attach a copy of my valid identification document (i.e. identity card/passport for natural persons and for legal persons, identity card/passport of the legal representative).

Date _____

vii _____

[signature]

viii _____

[Surname and name of the natural-person shareholder or of the representative of the legal-person shareholder, in capital letters]
