Articles of Association

of the joint-stock company

Butadien Kralupy a.s.

Consolidated version of the Articles of Association of 27 March 2014

------------------------------------ INTRODUCTORY PROVISIONS ------------------------------------

--Section 1 --

---------------------------- Establishment and incorporation of the company ----------------------------

1.1 The joint-stock company 'Butadien Kralupy a.s.' (hereinafter referred to as the '***company***') was established based on the Deed of Foundation (containing the decision of the founders as defined under Section 172 and Section 171(1) Act No 513/1991 Coll., Commercial Code, as amended) of 11 April 2007 in the form of a notarial deed.---

1.2 The company was established on the day it was incorporated in the Commercial Register. ------

--Section 2 --

---------------------------------Trade name and registered office of the company ------------------

2.1 The trade name of the company reads: **Butadien Kralupy a.s.**--------------------------------------

2.2 The registered office of the company is at: Kralupy nad Vltavou.-------------------------------------

--Section 3 --

---------------------------------- Term of existence of the company------------------------------------

3.1 The company was established for an indefinite term. ---

--Section 4 --

--- Line of business---

4.1 The company's line of business is: ---

- leasing properties, apartments and non-residential premises without the provision of any services other than elementary services required for the proper operation of the properties, apartments and non-residential premises;--
- wholesale, ---
- specialised retail and retail in mixed goods; --
- brokering trades and services; --
- letting on lease and renting movable objects; ---
- manufacture and import of chemical substances and products classified as explosive, oxidising, extremely flammable, highly flammable, flammable, highly toxic, toxic, carcinogenic, mutagenic, toxic for reproductive health, hazardous to the environment, harmful to health, caustic, irritating, sensitising, and sale of chemical substances and products classified as highly toxic and toxic -- ----------

---------------------------------REGISTERED CAPITAL AND SHARES ---------------------------------

---Section 5 ---

Registered capital of the company, method of redeeming the issue price of the shares and consequences ensuing from the breach of the obligation to repay the shares subscribed on a------ --- timely basis---

5.1 The company's registered capital amounts to CZK 300,000,000 (in words: Three Hundred Million Czech Crowns).---

5.2 In accordance with paragraph 5.1 hereof, the registered capital of the company is divided into 600 (in words: Six Hundred) ordinary registered shares at a nominal value of CZK 500,000 (in words: (Five Hundred Thousand Czech Crowns) per share. All shares are available as share certificates.---

5.3 The issue price of the shares was fully redeemed within one year of establishment of the company, namely by cash contributions or contributions made by bank transfer to the account set up for the very purposes by the administrator of the contributions in the trade name of the company. The registered capital of the company at the time of its establishment was fully redeemed by the founder (namely, at an amount of CZK 150,000,000 (in words: One Hundred and Fifty Million Czech Crowns) before the company was incorporated in the Commercial Register, by means of a monetary contribution made by bank transfer to the account set up by the administrator of the contribution in the trade name of the company.-----------------------------

5.4 Both cash and in-kind contributions are permitted while subscribing new shares. The in-kind contributions must be assessed by a sworn expert selected by the Board of Directors of the company. Any resolutions of the General Meeting increasing the registered capital of the company through in-kind contributions must contain, among other things, the issue price, the nominal value and type of shares to be issued in return for the in-kind contribution. -------------

5.5 Failure to comply with the obligation to redeem the issue price for the shares subscribed or a part thereof shall cause the shareholder concerned to be liable to an interest on late payment amounting to twenty percent (20%) a year. If the shareholder fails to redeem the issue price of any shares subscribed or any mature portion thereof, the Board of Directors shall request that the said shareholder redeem the issue price within sixty (60) days of delivery of such a request. Upon the lapse, in vain, of the term, the Board of Directors shall exclude the shareholder from the company and ask them to return the interim certificate within a reasonable time limit set by the Board of Directors. The previous provision does not apply where the Board opts for an alternative action.---

--Section 6--

---------------------------- Shares and interim certificates of the company ----------------------------

6.1 The shares are available as certificates, and they are registered shares and the rights associated with the shares are exercised, with regard to the company, by the person given in the list of shareholders unless stipulated otherwise by Corporations Act No 90/2012 Coll. (hereinafter referred to as the 'Corporations Act'), except for where it is proved that the entry in the list does not correspond to reality. --

6.2 The shares must contain the following essentials: --

a) identification as 'shares';--

b) unique identification of the company; --

c) nominal value;---

d) serial number of the share; ---

e) identification of the form of the share, and, for registered shares, unique identification of the shareholder; --

f) amount of the company's registered capital and number of shares as of the date of issue;

g) date of issue; ---

h) signature(s) of Members of the Board who are authorised to act on behalf of the company as of the date of issue; the signatures of the Members of the Board may be replaced with imprints of such signatures as long as the share contains the protective elements, which prevent the shares from being counterfeited or tempered with. -----------

6.3 The shares are not quoted. --

6.4 The shares may be issued as one share or as multiple collective shares replacing specific shares. A collective share must contain the essentials specified for the shares given in the present Articles of Association, and further contain an indication as to how many shares and what type of shares are being replaced. A holder of a collective share has the right to have the share replaced with individual shares or other collective shares by serving a written request sent to the Board of Directors; the Board of Directors must allow the collective share holder to collect the individual shares or other collective shares at the seat of the company or at such another location as is agreed between the Board of Directors and the collective share holder at the latest within sixty (60) days of receiving the request. ---

6.5 The company must not subscribe its own shares. The company may only acquire its own shares subject to the conditions stipulated in the Corporations Act.---------------------------------

6.6 If a shareholder subscribes new shares of the company, which, however, are yet to be fully redeemed, the Company shall issue an interim certificate (hereinafter referred to as the '***Interim Certificate***') to such a shareholder, replacing the shares. An interim certificate must be issued in a documentary form and contain the following essentials: ------------------------------

(a) identification as an 'interim certificate';--

(b) unique company identification and the amount of the company's registered capital;---------

(c) unique identification of the holder of the interim certificate;-------------------------------------

(d) nominal value equivalent to the sum of the component values of the unredeemed shares subscribed;--

(e) number, format and form of the shares replaced by the interim certificate as well as identification of their type, where relevant;---

(f) redeemed and outstanding portions of the issue price of the shares;-----------------------------

(g) payment term for the unredeemed portion of the issue price of the shares replaced by the interim certificate;---

(h) date of issue of the interim certificate and signatures of the Members of the Board who are authorised to act on behalf of the company as of the date of issue; the signatures of the Members of the Board may be replaced with their imprints as long as the interim certificate contains protective elements, which prevent it from being counterfeited or tempered with. --

6.7 All rights associated with the shares, which are being replaced by the interim certificate, apply to the interim certificate. --

6.8 Upon due payment of the issue price of the shares that are being replaced by the interim certificate, the Board of Directors shall issue the shares of the company for the holder of the interim certificate. The procedure applicable to the replacement of the interim certificate with the shares of the company shall be governed by the relevant provisions of the Corporations Act.--

6.9 As provided for under Section 286 of the Corporations Act, and subject to a resolution of the General Meeting, the company may issue bonds, which involve the right to have them replaced by shares. --

------------------------ RIGHTS AND OBLIGATIONS OF SHAREHOLDERS ------------------------

--Section 7 --

--- Share in the profits---

7.1 Shareholders are entitled to their share in the profits of the company as approved by the General Meeting to be distributed within six (6) months of the date of the ordinary financial statements. The share in the profit shall be determined based on the ratio of the nominal value of the shareholder's shares to the nominal value of the shares of all shareholders of the company on the pay-date of the share in the profits. The Board shall decide about the payment of the share in the profits. The share in the profits is payable at the latest within three (3) months of the General Meeting resolving on profit distribution. -------------------------------------

7.2 The shareholders are not obligated pay back to the company any shares in the profits received in good faith. However, the company may claim back an advance on the share in the profit paid out as specified under paragraph 7.6 below if such a step is justified by unfavourable results expressed in the financial statements during the reporting period when the advances were paid. --

7.3 An amount earmarked to be paid out as shares in the profits must not exceed the economic result for the last completed period as reported in the financial statements and reduced by any accumulated losses, and increased by any retained profits. --

7.4 The company must not distribute any profits or any other own funds among the shareholders if its equity on the last day of the reporting period determined based on the regular or extraordinary financial statements is or would be lower, as a result of the profit distribution, than the subscribed registered capital of the company increased by the funds that must not be distributed among the shareholders according to the law or the present Articles of Association.

7.5 Shares in the profits must not be paid out using funds comprising the company's registered capital. ---

7.6 The company may pay out advances on shares in the profits based on interim financial statements, which imply that the company has sufficient funds for the contemplated profit distribution. The amount of an advance on profit distribution must not exceed the sum of the profit/loss reported during the regular reporting period, retained profits and other profit funds reduced by accumulated losses.---

--Section 8 --

------------------------------------ Share in the liquidation balance------------------------------------

8.1 In the event the company is dissolved with liquidation, the shareholders are entitled to a share in the liquidation balance corresponding to the ratio of the nominal value of the shareholder's shares to the overall nominal value to all shares of the company's shareholders.------------------

--Section 9 --

------------------------------------ Other rights of the shareholders ------------------------------------

9.1 The shareholders may participate in the company management, i.e. take part in the General Meetings, vote during the General Meetings, raise proposals and counter-proposals with regard to the points on the agenda of the General Meeting, namely in writing and before the General Meeting is held; make written requests and demand clarifications of any issues relating to the company or the entities controlled by the same, where such a clarification is necessary with a view to assessing the agenda of the General Meeting, as well as apply proposals and counterproposals. The clarification requests must be submitted after receiving an invitation for the General Meeting and before the General Meeting takes place. This is without prejudice to the shareholders' rights to submit clarification requests orally during the General Meeting of the company. Clarifications of any issues relating to an ongoing General Meeting shall be generally provided by the company during the General Meeting, or, failing that, at the latest within fifteen (15) days of the General Meeting taking place. The Board of Directors may refuse, either in its entirety or in part, to provide the clarification if the same could harm the company, or if the requested information is classified or available to the public. --

9.2 The shareholders have a priority right to subscribe new shares of the company subscribed with a view to increasing its registered capital, namely in proportion to their share in the registered capital of the company as long as the shares are subscribed via cash contributions. The shareholders shall have a priority right to subscribe even those shares that are not subscribed by other shareholders. The present right may only be restricted or excluded by resolution of the General Meeting, provided that such a restriction or exclusion is in an important interest of the company. The priority right may only be restricted to the same extent for all shareholders. Also, any restriction on the priority right must apply to all shareholders. Where the General Meeting is to decide about an exclusion of or restriction on the priority right of the shareholders, the Board must submit to the General Meeting a written report indicating the reasons leading to the exclusion or restriction and providing justification for the proposed issue price, method of its determination or authorisation of the Board to determine the issue price for the shares of the company. --

9.3 Any shareholder may request the Board to provide a copy of any minutes from the General Meeting or a part thereof for the entire term of existence of the company. A copy of the minutes or a part thereof is taken at the expense of the requesting shareholder.--------------------

9.4 Any shareholder may ask the competent court to pronounce invalid any resolution of the General Meeting which contravenes the applicable legal regulations, Deed of Foundation, the present Articles of Association or good manners within three (3) months of the shareholder concerned becoming aware of such a resolution, but no later than within one (1) year of adoption of such a resolution. The same applies if the resolution of the General Meeting is adopted outside of the General Meeting, per rollam. However, the shareholders do not have the option to invoke invalidity of any resolution of the General Meeting unless an appeal is lodged against it, which does not apply where such an appeal was not recorded merely in error of the registrar or chairman of the General Meeting, or where the reason for its invalidity could not be determined while the General Meeting was being held. ------------------------------

9.5 The shareholders who possess shares or interim certificates whose nominal value exceeds at least 3% (in words: three percent) of the registered capital, may: ------------------------------------

(a) request the Board of Directors to convene a General Meeting to discuss any issues justifiably proposed by them; ---

(b) request that the Board of Directors include in the agenda of the General Meeting any issue justifiably proposed by them in accordance with the procedures given in these Articles and the relevant legal regulations;--

(c) request that the Supervisory Board review the exercise of the competences of the Board of Directors with regard to the issues identified in the request; -------------------------------------

(d) by means of a shareholder action, request liquidated damages from a Member of the Board, Supervisory Board, or an influential person, or demand that any obligations on the part of a Member of the Board or Supervisory Board inherent in an agreement entered into according to Section 53(3) Corporations Act, be complied with, or demand that a shareholder who is in default of payment redeemed the outstanding issue price, if relevant;

9.6 Notwithstanding the provisions under paragraph 9.7 hereof, any shareholder shall have the right to transfer all their shares (as opposed to merely a part thereof) deprived of any Securing Rights, to an Entitled Acquirer of Shares provided all of the below conditions are complied with: --

(a) the shareholder concerned has previously notified the other shareholders in writing of the contemplated Transfer of all their shares to the Entitled Acquirer of Shares; -----------------

(b) The Entitled Acquirer of Shares must deliver to all shareholders a written statement undertaking to (i) adopt all rights and obligations of the original shareholder inherent in the Cooperation Agreement as well as those associated with the shares transferred and (ii) in the event they cease to be an Entitled Acquirer of Shares, immediately transfer all their shares (as opposed to a part thereof only) back to the original shareholder or another Entitled Acquirer of the Shares of the original shareholder; and---------------------------------

(c) the original shareholder shall continue to be liable for complying with all the obligations jointly and severally with the Entitled Acquirer of the Shares.----------------------------------

9.7 Any shareholder (hereinafter referred to as the '***Transferring Shareholder***') shall have the right to Transfer all their shares (as opposed to a part thereof only), deprived of any Securing Rights, to any third party (hereinafter referred to as an '***Interested Party***') provided all of the conditions and terms below are complied with: ---

(a) the offer made by the Interested Party concerning the sale of all shares of the Transferring Shareholder (hereinafter referred to as the '***Interested Party's Offer***') is made in writing and in good faith; ---

(b) the Interested Party demonstrates they possess sufficient funds or an unconditional and legally binding promissory note by a loan or credit provider guaranteeing proper compliance with the undertakings inherent in the Interested Party's Offer;--------------------

(c) the Interested Party's Offer is binding upon the Interested Party and irrevocable; -----------

(d) the Interested Party's Offer contains all essentials and all conditions and terms, including the price and the envisaged date of Transfer of the Shares; and --------------------------------

(e) the Transferring Shareholder complies with the procedure stipulated under paragraphs 9.8 to 9.11 hereof.--

9.8 If the Transferring Shareholder receives an Interested Party's Offer, which they are planning on accepting, they must notify the other shareholder (hereinafter referred to as the '***Other Shareholder***') in writing without undue delay. The Other Shareholder must appoint a qualified valuer, at their own expense, with a view to determining the value of the shares that form the subject of the Interested Party's Offer. The value of the shares must be determined using a discounted cash flow method within five (5) weeks of the company providing the qualified valuer with all the necessary documents. Within five (5) business days of delivery of the valuation report for the shares concerned to all shareholders, the Transferring Shareholder must present a written offer to the Other Shareholder concerning the purchase of all their shares (deprived of all Securing Rights), which form a part of the Interested Party's Offer (hereinafter referred to as the '***Shareholder's Offer***'), namely at a purchase price equivalent to the lower of the following two values: (i) purchase price for the shares given in the Interested Party's Offer, and (ii) value of the shares determined by the qualified valuer, it being understood that the Shareholder's conditions and terms must under no circumstances be less favourable than those under the Interested Party's Offer. The Shareholder's Officer must contain a time limit, which shall be irrevocable and during which the Shareholder's Offer may be accepted, it being understood that the time-limit must not be shorter than two (2) months from delivery of the Shareholder's Offer to the Other Shareholder (hereinafter referred to as the ***'Acceptance Term'***). Attached to the Shareholder's Officer must be a true and complete copy of the Interested Party's Offer, including a draft agreement concerning the purchase of the shares, which must contain a full list of the Interested Party's conditions and terms and their proper and full identification.--

9.9 The agreement concerning the purchase of the shares (deprived of all Securing Rights) shall be deemed concluded upon delivery of the officer acceptance to the Transferring Shareholder. Once the acceptance of the Shareholder's Offer is delivered, the shareholders must effectuate the Transfer of the shares (i.e. endorse the shares, hand and take the shares over and redeem the purchase price) within sixty (60) days of delivery of acceptance of the the Shareholder's Offer. Once the Shareholder's Offer is accepted by the Other Shareholder, the Transferring Shareholder may only sell the shares to the Interested Party if the Other Shareholder breaches the conditions and terms under the Shareholder's Offer or the conditions and terms stipulated under the agreement concerning the purchase of the shares, and the breach is not removed within an additional time limit provided. ---

9.10 Where the Other Shareholder refuses the Shareholder's Offer in writing, or fails to accept the same within the time limit provided for the acceptance, the shareholder's priority right shall cease to exist and the Transferring Shareholder may accept the Interested Party's Offer and Transfer their shares to the Interested Party provided all of the below conditions are met: -------

(a) the shares of the Transferring Shareholder are transferred to the Interested Party subject to the conditions stipulated in the Shareholder's Offer within thirty (30) days of the Other Shareholder rejecting the Shareholder's Offer in writing, or upon the lapse, in vain, of the time limit provided for the acceptance of the Shareholder's Offer;------------------------------

(b) the Interested Party is acceptable to the Other Shareholder in terms of their capacity to meet all their obligations inherent in the Cooperation Agreement; and ------------------------

(c) the Interested Party delivers a written declaration to the Other Shareholder undertaking to comply with the provisions of the Cooperation Agreement in the extent, to which they are binding upon the Transferring Shareholder.---

9.11 If, due to any reason whatsoever, the Transferring Shareholder does not accept the Interested Party's Offer, and/or does not Transfer its shares to the Interested Party within the time limit of thirty (30) days under paragraph 9.10 hereof, the Transferring Shareholder must repeat the procedure laid down under paragraphs 9.7 to 9.10 hereof.---

9.12 Where the company has more than two shareholders, the procedure laid down under paragraphs 9.7 to 9.11 hereof shall be applied similarly, it being understood that the Shareholder's Offer must be made to all the other shareholders in proportion to their stakes.----

9.13 The shares may only be Transferred using the method laid down under paragraphs 9.6 to 9.12 hereof, it being understood that the present provision shall be without prejudice to the right to establish a Securing Right in relation to the shares subject to the conditions laid down under the Cooperation Agreement. The provisions under paragraphs 9.6 to 9.12 hereof do not apply if the company has a single shareholder only. --

---Section 10 ---

---------------------------------------Obligations of the shareholders---------------------------------------

10.1 The subscribers are obligated to redeemed the price of the company shares subscribed within a time limit determined by resolution of the General Meeting concerning an increase of the company's registered capital. Failure to comply with the present obligation shall result in the consequences specified by the law and the present Articles of Association. ----------------------

10.2 The shareholders do not have the right to claim their contributions back during the existence of the company or after its termination.---

---------INTERNAL STRUCTURE OF THE COMPANY AND CORPORATE BODIES ---------

---Section 11 ---

----------------------- Internal structure of the company and corporate bodies-----------------------

11.1 The comapny's internal structure is dualistic in the sense of Section 396 Corporations Act.

11.2 The corporate bodies are: --

(a) **General Meeting;** ---

(b) **Board of Directors;**--

(c) **Supervisory Board.**--

-- GENERAL MEETING --

-- Section 12 --

------------------------------------ General Meeting and its position ------------------------------------

12.1 The General Meeting is the company's supreme body. --

12.2 Every shareholder has the right to take part in the General Meeting, either in person or represented based on written powers of attorney conferred. The powers of attorney must contain an indication as to whether they were conferred for one session of the General Meeting only or for more of them. The shareholders must not be represented by Members of the Board of Directors or the Supervisory Board. Moreover, General Meetings may be taken part in by Members of the Board of Directors and Supervisory Board. The Board of Directors decides regarding the attendance of other persons at the sessions of the General Meeting. -------

12.3 The General Meeting decides by resolutions, which are binding upon the company and its other bodies. Resolutions of the General Meeting may also be adopted by the shareholders per rollam.---

-- Section 13 --

------------------------------ Scope of competences of the General Meeting ------------------------------

13.1 The following pertains to the exclusive scope of competences of the General Meeting: ----------

(a) decisions regarding any amendments to the Articles of Association unless the amendment concerned is one that has resulted out of an increase of the registered capital by the Board of Directors as provided for under Section 511 et seq., Corporations Act, or one that result from any other legal situations;---

(b) decisions regarding an increase or decrease of the registered capital or regarding the authorisation of the Board of Directors as provided for under Section 511 et seq., Corporations Act, or regarding the possibility to match a monetary receivable from the company against any receivables related to the redemption of the issue price;----------------

(c) decisions regarding the issue of bonds, including those specified under Section 286, Corporations Act, bills of exchange or any other debenture securities; -------------------------

(d) decisions regarding any changes in the rights associated with any type of shares of the company, decisions regarding any changes to the form and format of the shares;------------

(e) decisions regarding buy-outs, purchases or other forms of acquisition, by the company, of shares or other securities of the company; ---

(f) decisions regarding the creation, scheduling or issue of shares or any other securities of the company or award of an option right, priority right or right of subscription or replacement of any of the aforementioned instruments with such shares or other securities;

(g) decisions regarding the recognition, settlement or conciliation related to any Environmental Claims or waivers of any rights related to any Environmental Claims;-------

(h) decisions regarding the conclusion of any arrangement concerning the formation of a joint venture, personal partnership, association, consortium or a similar arrangement; ------------

(i) Notwithstanding the provisions under (n) and (p) below, decisions regarding the conclusion, change, termination, dissolution, or withdrawal from any agreement concluded between the company and and any other shareholder of the company, the company Synthos S.A. with registered office at Chemików Street 1, 32-600 Oświęcim, Poland, listed in the Company Register under Ref. KRS 38981, or with any persons connected with such entities as provided for under Section 74 et seq., Corporations Act, beyond ordinary business operations, whose value exceeds EUR 500,000 (in words: Five Hundred Thousand Euros), ---

(j) decisions regarding the conclusion, change, termination, cancellation of, or withdrawal from any agreement concluded between the company and UNIPETROL RPA, s.r.o., with registered office at Litvínov-Záluží 1, Postcode 436 70, Registration Number: 27597075, and between the company and SYNTHOS Kralupy, a.s., with registered office at Kralupy nad Vltavou - Lobeček, O. Wichterleho 810, Postcode 278 01, Registration Number: 28214790, relating to the sale of and purchase of Raffinate 1 and 1,3-butadiene, and agreements concluded between the company and SYNTHOS Kralupy, a.s. concerning the supply of services required for the proper operation of a new butadiene unit including the supplies of electricity, heat, water and steam, whose value exceeds EUR 100,000 (in words: One Hundred Thousand Euros), at all times with the exception of those events of conclusion, amendment, termination, cancelation of or withdrawal from any of the aforementioned agreements, which directly result from the Cooperation Agreement; -------

(k) decisions regarding the submission of the Basic Annual C4 Fraction Supply Notification;-

(l) decisions concerning the establishment of daughter companies or the Transfer or reduction (dilution) of the company's share, or any part thereof, both directly and indirectly, in any daughter company, or establishment of a lien, right of retention, or any other third party right (including the transfer of any voting rights) in relation to the company's share, or a part thereof, directly or indirectly, in any daughter company;---------

(m) decisions regarding the Transfer, termination or suspension or the company's business activities or operations or any substantial part thereof, except for where the above is required under the applicable legal regulations;--

(n) decisions regarding the Transfer of the company's assets beyond ordinary business operations, where the value of the assets transferred exceeds EUR 100,000 (in words: One Hundred Thousand Euros);--

(o) decisions regarding any Transfer of the new butadiene unit or any part thereof;-------------

(p) decisions regarding the provision or acceptance of any loans, credits, guaranties, avails, compensations and leases or regarding the establishment of any other off-balance sheet obligations or receivables, the amounts of which - if summed up with other loans or off-balance sheet obligations (or obligations of the same nature) - would exceed EUR 100,000 (in words: One Hundred Thousand Euros), or regarding the establishment of any Securing Rights related to the assets or property of the company, whose net book value exceeds EUR 100,000 (in words: One Hundred Thousand Euros), except for the acceptance of a loan from a shareholder of the company as long as all of the following conditions are met – (i) the loan is provided for the purposes of financing the operations of the company, (ii) the overall associated expenses, including the fees or other premature repayment sanctions do not exceed the value of PRIBOR 6M + 1% p.a., (iii) the loan is subordinated, as regards the principles, interests and other payments, to any loan or credit from a bank and any security used for such a bank credit has a better ranking than the securing of such a loan from a shareholder, and (iv) the loan is not secured by the company or by any other Securing Right related to the assets or property of the company, or the shares issued by the company;---

(q) except for as provided for under letter (p) above, decisions regarding the acceptance of any credit from the company's shareholder or a change in the conditions and terms of such a credit;--

(r) decisions regarding the commencement of any projects by the company other than construction and operation of a new butadiene unit; ---

(s) decisions regarding the winding up of the company with liquidation, including the appointment of a liquidator, regarding the dissolution, change of legal form, merger, division, transfer of assets to a partner, or any other company reorganisation as well as regarding the approval of any distribution of the liquidation balance proposed;--------

(t) approval of the Transfer or closure of a plant or a part thereof;--------------------------------

(u) except for as provided for under the applicable legal regulations, decisions regarding the filing for bankruptcy, lodging insolvency petitions, settlement petitions, or proposals to establish a moratorium;---

(v) decisions regarding any other action, which brings about or may bring about termination, interruption, change, recall or cancellation of any other permit, approval, licence or authorisation received by the company;---

(w) decisions regarding relocation of the headquarters and/or operations of the company; ------

(x) decisions regarding the appointment and dismissal of the company's auditors; --------------

(y) approving regular and extraordinary financial statements and consolidated financial statements, and--where stipulated by the law--interim financial statements, decisions regarding profit distribution or loss compensation, including the payout of shares in profit and determination of royalties;--

(z) decisions regarding any changes to the trade name of the company; ---------------------------

(aa) electing and dismissing Members of the Supervisory Board;-----------------------------------

(bb) electing and dismissing Members of the Board of Directors;------------------------------------

(cc) decisions regarding the possibility to match monetary receivables from the company against a receivable related to the redemption of the issue price;--------------------------

(dd) decisions of cancelling the reserve fund created by the company and used of the funds accumulated in such fund;---

(ee) approving the agenda of the General Meeting as well as any other organisational measures associated with the General Meeting (including the approval of recordings taken from sessions of the General Meeting). --

(ff) decisions regarding any other issues included, by the present Articles of Association, or the relevant legal regulations, especially the Corporations Act, in the scope of competence of the General Meeting. ---

--Section 14 ---

--------------------------Convening and participating in the General Meetings -------------------------

14.1 Sessions of the General Meeting take place at least once a year, no later, however, than within six (6) months of the last day of the reporting period. General Meetings are convened by the Board of Directors, or one of its Members where the Board of Directors fails to agree on the convention without undue delay and the law specifies the obligation to convene a General

Meeting, or where the Board of Directors is unable to form a quorum in the long-term, unless stipulated otherwise under the Corporations Act. ---

14.2 The General Meeting must be convened by the Board of Directors, or, where necessary with regard to the interests of the company, the Supervisory Board. The Board of Directors must publish an invitation for the General Meeting by posting it at the company's website at least thirty (30) days before the date of the General Meeting, and, at the same time, dispatching the invitation to all shareholders using their registered or residential addresses given in the list of shareholders.---

14.3 An invitation for the General Meeting must contain the following essentials as the minimum:--

(a) trade name and registered office of the company; --

(b) place, date and time of the General Meeting;---

(c) indication as to whether a regular or a substitute General Meeting is being convened;-------

(d) agenda of the General Meeting including the indication of a person nominated for a Member of either corporate body of the company, where relevant;------------------------------

(e) the decisive day for confirming participation in the General Meeting, if relevant, and the clarification of its meaning with regard to the voting during the General Meeting;------

(f) draft resolution of the General Meeting and its rationale;-----------------------------------

(g) time limit, within which the shareholders may comment on the agenda of the General Meeting, where mail votes are possible, which must not be shorter than fifteen (15) days.

14.4 If one of the points on the agenda of the General Meeting involves an amendment of the Articles of Association, the invitation for the General Meeting must at least outline the nature of the proposed modification and the proposed amendment of the Articles of Association must be made available for consultation by the shareholders at the registered office of the company by the final date stipulated for the convening of the General Meeting. The shareholders have the right to request that a copy of the draft Articles be sent to them at their own expense and risk. The shareholders must be informed of the right in the invitation for the General Meeting.-

14.5 The company must post at its website any draft resolutions proposed by the shareholders immediately after receiving them.--

14.6 All shareholders who are natural entities taking part in the General Meeting shall present their proof of ID during the attendance check; any natural persons representing the shareholders who are legal entities shall provide a valid proof of ID and a document authorising them to act on behalf of or represent a shareholder who is a legal entity (e.g., an extract from the Company Register, Powers of Attorney, etc.).--

14.7 The shareholders present must enter their names in the attendance sheet along with the trade name and registered office of the legal entity, or a name and residential address of an individual, who is a shareholder, or their representative, serial numbers of the share certificates and the nominal value of the shares authorising them to vote, or an indication that the shares do not convey the right to vote. If the company refuses to register a certain person in the attendance sheet, a note on that must be entered in the attendance sheet along with the reason leading to the refusal. The attendance sheet must be signed by the convener of the General Meeting confirming the same to be correct.--

--Section 15 --

----------------------------------- Sessions of the General Meeting-----------------------------------

15.1 The General Meeting shall elect its chairman, registrar, verifier of the minutes and a person in charge of counting votes. The above officers are elected by a public vote, by one-hundred percent (100%) majority of the votes present. ---

15.2 The chairman of the General Meeting must make sure all proposals, counter-proposals and clarification requests raised by the shareholders are presented. Moreover, they must make sure all clarification requests raised by the shareholders and relating to the company, which have been included in the agenda of the General Meeting, are responded to.-----------------------------

15.3 Any proposals, counterproposals, clarification requests and protests are generally lodged in writing, namely by applying the procedure laid down under paragraph 9.1 above. Shareholders have the right to orally comment on any written submissions at all times. This shall be without prejudice to the shareholder's right to present their proposals, counter-proposals, clarification requests and protests orally during sessions of the General Meeting.-------------------------------

15.4 The Board of Directors shall make sure the General Meeting Minutes are available in the form required by the law within the time limit of fifteen (15) days of conclusion of the General Meeting. ---

15.5 Annexed to the Minutes must be all proposals and declarations presented for discussion at the General Meeting and the attendance sheet.---

15.6 The Minutes must be signed by the registrar, chairman or convener of the General Meeting or the Minutes verifier.---

15.7 Minutes from the General Meeting, invitations for the General Meeting and attendance sheets are kept on file in the company's archive during the entire existence of the company.------------

--- Section 16 ---

-------------------------- Voting and decision making by the General Meeting --------------------------

16.1 Every share at a nominal value of CZK 500,000 (in words: Five Hundred Thousand Czech Crowns) carries one (1) vote. --

16.2 The voting is public, by the show of the hands of the shareholders, or their representatives, where relevant. Where requested by any shareholder, the vote shall be held using ballots containing the shareholder's identification symbol according to the decision of the Board of Directors of the company. The shareholders first vote on the proposal submitted by the Board of Directors, and if the same is not approved, they proceed to voting on the other proposals related to the point discussed in the order, in which the proposals were received. Once a submitted proposal is approved, no more voting takes place with regard to the given point. -----

16.3 The General Meeting shall be deemed to form a quorum if shareholders possessing shares corresponding to one hundred percent (100%) of the registered capital of the company are present.---

16.4 Issues not included in the proposed agenda of the General Meeting may only be discussed and resolved if all shareholders of the company are present and approve of the respective proposal.

16.5 The General Meeting decides by one-hundred percent (100%) majority of votes of the shareholders present.---

16.6 A notarial record of the decisions taken by the General Meeting is requested where stipulated by the Corporations Act. --

16.7 If the General Meeting does not form a quorum within one (1) hour of the time set for the commencement of the session, or of its commencement, the Board of Directors shall convene a substitute General Meeting, using the method laid down under Section 14.2 hereof, reducing the time limit for the convening stipulated under the said Section to fifteen (15) day. An invitation to the General Meeting must be sent at the latest within fifteen (15) days of the date to which the original General Meeting was convened, and the substitute General Meeting must take place within six (6) weeks of the day, on which the original General Meeting was convened. The substitute General Meeting must keep the agenda of the original General Meeting unchanged and it shall be deemed to form a quorum if the conditions under Section 16.3 hereof are met. --

---Section 17 ---

---Decisions made per rollam ---

17.1. The shareholders may also adopt resolutions of the General Meeting per rollam. If that is the case, a person authorised to convene the General Meeting must send to all shareholders a draft resolution containing the text and rationale of the proposed resolution, with indication of the time limit of fifteen (15) days of delivery of the draft for any comments raised by the shareholders, and the background documents required for the proposal to be approved. ---------

17.2. Unless a shareholder delivers any comments with regard to the draft resolution to the person authorised to convene the General Meeting within fifteen (15) days, they shall be deemed to approve of the draft resolution. ---

17.3. Where the Corporations Act requires that the resolution of the General Meeting be certified by a notarial record, the shareholder's draft resolution must be in the form of a notarial record indicating, among other things, the content of the proposed resolution.------------------------------

17.4. In order for the General Meeting resolution to be adopted per rollam, it must be approved by one-hundred percent (100%) of the votes.

17.5. The result and date of the resolution of the General Meeting must be posted by the person authorised to convene the General Meeting at the company website and, at the same time, sent to all shareholders to the registered office or residential address given in the list of shareholders.---

---Section 18 ---

---Sole shareholder ---

18.1. If the company has a sole shareholder, no General Meetings take place and the competences pertaining to the General Meeting are exercised by the said sole shareholder. The decisions made by the shareholder in the exercise of the competences of the General Meeting must be furnished in writing and signed by the shareholder. The shareholder's decisions must be in the form of a notarial record where notarial records are required for resolutions of the General Meeting. ---

18.2. The sole shareholder may request that the Board of Directors and the Supervisory Board take part in their voting. A written resolution by the sole shareholder must be delivered to the Board of Directors and the Supervisory Board. ---

BOARD OF DIRECTORS

-- Section 19 --

--------------------------- Position and competences of the Board of Directors ---------------------------

19.1 The Board of Directors is a statutory body, which controls the operations of the company and acts on its behalf. --

19.2 The Board of Directors decides regarding all issues faced by the company unless the same are expressly entrusted to the scope of competence of the General Meeting or the Supervisory Board by the Corporations Act or the present Articles of Association. ------------------------------

19.3 The Board of Directors is specifically responsible for: ---

(a) managing the operations of the company and providing for its commercial management; --

(b) executing the resolutions of the General Meeting; ---

(c) making sure the company's accounts are kept in a consistent manner; -------------------------

(d) submitting to the General Meeting for approval ordinary, extraordinary and consolidated financial statements and, where relevant, interim financial statements (as audited) along with the proposed profit distribution or loss compensation; ------------------------------------

(e) to call the General Meeting, and make the minutes within fifteen (15) days from its closing; --

(f) producing reports on the company's business activities and on the status of its assets at least one for each reporting period, at the latest within six (6) months of the end of the previous reporting period, for the General Meeting, unless the General Meeting decides the said reports must be produced at a higher frequency; ---

(g) posting the financial statements and the report on the company's business activity and the statues of its assets at the company website at least thirty (30) days before the General Meeting session; --

(h) discussing, approving and modifying the policy and general principles underlying the company's business plans. -- ----------------

(i) deciding on the acquisition and handling of the company's property and making other business decisions unless the latter fall under the competence of the General Meeting. ------

19.4 Under its activities, the Board of Directors shall be governed by the principles and instructions approved by the General Meeting provided that the same are in line with the applicable legal regulations and the present Articles of Association. ---

-- Section 20 --

-----------------------Composition and term of office of the Board of Directors -----------------------

20.1 The Board of Directors has four (4) Members. --

20.2 Members of the Board of Directors are elected and dismissed by the General Meeting. ---------

20.3 The term of office of the Members of the Board of Directors is three (3) years. Members of the Board of Directors may be reelected. --

20.4 The Board of Directors elects and dismisses the Chairman and Vice Chairman of the Board. ---

20.5 In the event a Member of the Board of Directors dies, steps down from the office, is dismissed or otherwise terminates their term of office, the General Meeting must elect a new Member of the Board of Directors within two (2) months. If the number of members of the Board of Directors does not drop below a half, the Board of Directors may appoint substitute members till the next General Meeting. ---

20.6 A Member of the Board of Directors intending to step down from the office must notify the General Meeting. The term of office of a Member of the Board of Directors, who steps down, shall be terminated upon expiry of one (1) month from delivery of the notice, unless the General Meeting approves another final date of the office term on request by the Member stepping down from the office. ---

-- Section 21 --

-------- Convening, participation, sessions and decision making by the Board of Directors --------

21.1 Sessions of the Board of Directors are convened by its Members as required. Ordinary sessions of the Board of Directors are held on the date determined by way of resolutions of the Board of Directors. ---

21.2 Extraordinary sessions of the Board of Directors may be held at any time on request by any Member of the Board of Directors. A notice with the date, time and venue of an extraordinary session may be sent by fax, e-mail or by means of a written invitation, duly sent by mail or handed over to each Member of the Board of Directors in as simple a way as possible, at least five (5) days before the session, or within such a shorter period of time as is agreed upon between all Members of the Board of Directors. --

21.3 The sessions of the Board of Directors usually take place at the registered office of the company unless the Members of the Board of Directors agree otherwise. ---------------------------

21.4 Minutes shall be taken to give an account of each session of the Board of Directors and the resolutions taken, signed by the Chairman and the Registrar. The Minutes must further contain the names of the Members who voted against any specific proposals, or abstained from voting. Appended to the Minutes is a list of the Members present. The Minutes from sessions of the Board of Directors are archived during the entire existence of the company and are accessible to all Members of the Board of Directors and the Supervisory Board. ------------------------------

21.5 The Board of Directors is deemed to form a quorum if all members of the Board have been duly invited for the session in accordance with the present Articles of Association and the session is taken part in by at least three (3) Members of the Board of Directors. Each Member of the Board of Directors has one (1) vote. In the event of sessions which have not been duly convened, the Board of Directors shall be deemed to form a quorum if all Members of the Board are present and they all waive the right to the proper convening of the session of the Board of Directors as provided for under Section 21.6 hereof. In any specific case, a Member of the Board of Directors may empower another Member of the Board to vote on their behalf in the event of the former's absence.--

21.6 An invitation for a session of the Board of Directors must be demonstrably delivered to the Members of the Board at least five (5) business days before the session is held. If a Member of the Board of Directors who has received an invitation, notifies the Board of Directors at least twenty-four (24) hours before the session of the Board of Directors is held that they will not be able to attend the session in person, the Board of Directors adopts its decisions according to Section 22 hereof. If all Members of the Board of Directors are present, they may waive the right to the proper convening of a session of the Board of Directors.--------------------------------

21.7 The Board of Directors decides by simple majority of the votes present. In the event of equality of votes, the vote of the Chairman of the Board of Directors shall prevail.--------------

21.8 The company shall bear any reasonable expenses associated with the session and other activities of the Board of Directors.--

21.9 Sessions of the Board of Directors shall be chaired by the Chairman, or, in the event of their absence, by the Vice Chairman of the Board of Directors.--

--Section 22 --

---------------------- Decisions made by the Board of Directors out of the session ---------------------

22.1 The Board of Directors may also vote in writing or using means of communication technology, out of ordinary or extraordinary sessions of the Board of Directors as long as all Members agree to it. In such a case, the voting Members shall be considered to be present. -----

22.2 The provisions under Section 21 hereof shall be reasonably applied to such off-session voting. Minutes shall be taken to given an account of the voting and decisions made out of the session, undersigned by the Chairman and the Registrar. --

22.3 The provisions under paragraph 21.4 hereof shall be reasonably applied to the decisions made out of the sessions. ---

-- Section 23 --

------------------------ Obligations of members of the Board of Directors ------------------------

23.1 Every Member of the Board of Directors must exercise their competences with a due and proper care while respecting the confidential nature of any information and facts, whose disclosure to third parties could cause harm to the company. The confidentiality obligation shall remain valid after the termination of their office. ---

23.2 Members of the Board of Directors who cause any damage as a result of failing to comply with any legal obligations while executing their office on the Board of Directors shall be held jointly and severally liable for such damage. --

23.3 Every Member of the Board of Directors must further comply with the requirements stipulated under the relevant provisions of the Corporations Act, namely those under Section 46.----------

23.4. A Member of the Board of Directors must not: ---

(a) undertake any competing commercial activity within the company's line of business, including where they carry out such activities in favour of third parties, or broker the company's trades for a third party; ---

(b) be a member of a statutory body of another legal entity with the same or similar line of business, or be in a similar position unless the company is a concern; -----------------------

(c) take part in the business of any other corporation, either as a partner with unlimited liability, or as a controlling entity in relation to any other entity with the same or similar line of business.--

23.5. Where a Member of the Board of Directors expressly informs the General Meeting, before being elected, that they are subject to any of the situations under paragraph 23.4, or if such a situation occurs at any later point, and the Member of the Board of Directors concerned has notified the General Meeting thereof in writing, the said activity of the Member of the Board of Directors concerned shall not be considered as forbidden. The previous provision shall not apply if the General Meeting expresses its disapproval within one month of being notified of the situation described under paragraph 23.4. --

-- SUPERVISORY BOARD --

-- Section 24 --

-------------------------- Position and competences of the Supervisory Board --------------------------

24.1 The Supervisory Board is responsible for overseeing the exercise, by the Board of Directors, of its competences and the activities of the company. --

24.2 The Supervisory Board may consult all documents and records relating to the activities of the company and make sure the company's accounts comply with the actual figures and its business activities are in line with the applicable legal regulations and the present Articles of Association. The Supervisory Board informs the General Meeting of the results of the review process. --

24.3 The Supervisory Board reviews ordinary, extraordinary and consolidated, or, where relevant, interim financial statements and the proposed profit distribution or loss compensation, and submits its comments to the General Meeting. --

24.4 Members of the Supervisory Board take part in the General Meetings of the company and are obligated to provide the General Meeting with the results of their reviewing activities.----------

24.5 The Supervisory Board must convene a General Meeting provided it is in the interests of the company, and propose to the General Meeting the action to be taken. ------------------------------

-- Section 25 --

---------------------- Composition and term of office of the Supervisory Board----------------------

25.1 The Supervisory Board has six (6) Members. Members of the Supervisory Board may not become Members of the Board of Director or Proxies of the company. Members of the Supervisory Board are elected by the General Meeting.---

25.2 Members of the Supervisory Board elect their Chairman and Vice Chairman from their midst.-

25.3 The term of office of a Member of the Supervisory Board is three (3) years. The first term of office of Members of the Supervisory Board is one (1) year from the establishment of the company. Members of the Supervisory Board may be re-elected.------------------------------------

25.4 In the event a Member of the Supervisory Board dies, steps down from the office, is dismissed or otherwise terminates their term of office, the competent body of the company must elect a new Member of the Supervisory Board within two (2) months. Unless the number of Members of the Supervisory Board elected by the General Meeting drops below a half, the Supervisory Board may appoint substitutes for the Members appointed by the General Meeting, with their term of office expiring at the next session of the General Meeting. ----------------------------------

25.5 A Member of the Supervisory Board may step down from the office provided they have notified the General Meeting. The term of office of a Member of the Supervisory Board who steps down, shall be terminated upon the lapse of one (1) month from delivery of the notice, unless the General Meeting approves a different final date of the term of office on request by the Member of the Supervisory Board stepping down from the office.-------------------------------

---Section 26 ---

------------- Convening, participation and decision-making by the Supervisory Board-------------

26.1 Sessions of the Supervisory Board are convened by Members of the Supervisory Board as required, but at least once in six (6) months. Ordinary sessions of the Supervisory Board are held on the date determined by way of resolutions of the Supervisory Board. An invitation for a session of the Supervisory Board must be demonstrably delivered to the Members of the Supervisory Board at least five (5) business days before the session is held. If a Member of the Supervisory Board who has received an invitation, notifies the Supervisory Board at least twenty-four (24) hours before the session is held that they will not be able to attend the session in person, the Supervisory Board shall decide according to Section 27 hereof. If all Members of the Supervisory Board are present, they may waive the right to the proper convening of the session of the Supervisory Board.--

26.2 Extraordinary sessions of the Supervisory Board may be held at any time on request by any Member of the Supervisory Board. A notification with the date, time and venue of an extraordinary session may be sent by fax, e-mail or by means of a written invitation duly sent by mail or handed over to each Member of the Supervisory Board in as simple a way as possible, at least three (3) days before the session, or within such a shorter period of time as is agreed upon between all Members of the Supervisory Board. ---------------------------------------

26.3 No notification of the session is required if all Members of the Supervisory Board are present and waive the right to a written notification.--

26.4 Sessions of the Supervisory Board are usually held at the seat of the company unless the Members of the Supervisory Board agree on a different venue. -------------------------------------

26.5 The Supervisory Board shall be deemed to form a quorum if all Members of the Supervisory Board have been invited for the session in line with the present Articles of Association and the session is taken part in by at least five(5) Members of the Supervisory Board. A Member of the Supervisory Board may empower another Member to vote on their behalf in the event of the former's absence.--

26.6 The Supervisory Board decides by the five (5) votes of its Members.-------------------------------

26.7 A session of the Supervisory Board is chaired by its Chairman, or, in their absence, by its Vice Chairman. --

26.8 At its sole discretion, the Supervisory Board may invite shareholders or other persons to take part in its sessions.--

26.9 Minutes shall be taken to give an account of each session of the Supervisory Board and the resolutions taken, signed by the Chairman. The Minutes must further contain the names of the Members who voted against any specific proposals, or abstained from voting. Appended to the Minutes is a list of the Members present. The Minutes from sessions of the Board of Directors are archived during the entire existence of the company and are accessible to all Members of the Supervisory Board. --

26.10 The company shall bear any reasonable expenses associated with the session and other activities of the Supervisory Board.--

--Section 27 --

-------------------- Decisions taken by the Supervisory Board out of the sessions--------------------

27.1 The Supervisory Board may also vote in writing or using means of communication technology, out of ordinary or extraordinary sessions of the Supervisory Board as long as all Members of the Supervisory Board agree to it. In such a case, the voting Members shall be considered to be present. --

27.2 The provision under Section 26 hereof, especially those under paragraphs 26.7 and 26.9, shall be reasonably applied to such off-session voting. Minutes shall be taken to give an account of the voting and decisions taken out of the session, undersigned by the Chairman of the Supervisory Board. --

--Section 28 --

--------------------------Obligations of Members of the Supervisory Board --------------------------

28.1 Every Member of the Supervisory Board must exercise their competences with a due and proper care while respecting the confidential nature of any information and facts, whose disclosure to third parties could cause harm to the company. The confidentiality obligation shall remain valid after the termination of their office. --

28.2 Members of the Supervisory Board who cause any damage as a result of failing to comply with any legal obligations while executing their office on the Supervisory Board shall be held jointly and severally liable for such damage. --

28.3 Members of the Supervisory Board must respect the same competition restrictions as Members of the Board of Directors, as specified above in paragraphs 23.4 and 23.5. ------------------------

28.4 Members of the Supervisory Board take part in the General Meetings of the company and are obligated to provide the General Meeting with the results of their reviewing activities.----------

28.5 Members of the Supervisory Board must further comply with the requirements stipulated under the relevant provisions of the Corporations Act, namely those under Section 46.----------

---------------------------------- MANAGEMENT OF THE COMPANY----------------------------------

--- Section 29 ---

---------------------------------Reporting period and financial statements ---------------------------------

29.1 A reporting period of the company amounts to one (1) calendar year. ------------------------------

29.2 The Board of Directors must compile the financial statements as quickly as possible after the end of each reporting period so as to allow for the financial statements to be approved by the General Meeting of the company. --

29.3 The Board of Directors submits the regular financial statements along with the proposed profit distribution, or, where relevant, loss compensation and the report on the financial statements produced by an independent auditor to the Supervisory Board and the General Meeting for approval and publishes the same in line with the applicable legal regulations. --------------------

--- Section 30 ---

---------------------------------- Using the profits and covering the losses ----------------------------------

30.1 Provided that all expenses associated with the establishment of the company have been fully depreciated during the initial five (5) years of the date of establishment, where the same are reported by the company as intangible assets, the net profit of the company (i.e. the profit after tax and deduction of any local fees or any other deductibles of a similar nature) shall be used as follows, in line with the resolution of the General Meeting and in the order indicated below:

(a) as replenishment of funds of the company; ---

(b) for any other purposes specified by the General Meeting; ---------------------------------------

(c) for the payout of the shares in the profit to Members of the Board of Directors and Supervisory Board of the company; --

(d) for the payout of the shares in the profits as per the present Articles of Association and the relevant legal regulations. ---

30.2 The General Meeting shall decide about the covering of any losses based on a proposal submitted by the Board of Directors. Any loss resulting from the economic activity to be covered from the book profits, using retained profits, using other funds, which are not specific-purpose funds including the share premium, by reducing the registered capital. A book loss may also be transferred to the accumulated loss account where permitted by the law. The General Meeting must decide about the specific method of covering a loss, in line with the law and the present Articles of Association.---

--------------- INCREASING AND DECREASING THE REGISTERED CAPITAL ---------------

-- Section 31 --

-------------------------------------- Increasing the registered capital --------------------------------------

31.1 The General Meeting may decide to increase the registered capital.----------------------------------

31.2 The company may increase the registered capital by applying the procedure subject to the conditions and terms laid down under the relevant provisions of the Corporations Act, namely using one of the following methods:---

(a) subscribing new shares in line with the provision under Section 474 et seq., Corporations Act;---

(b) increasing the registered capital using the company's own funds, in line with Section 495 et seq., Corporations Act;---

(c) conditionally increasing the registered capital, in line with Section 505 et seq., Corporations Act. --

31.3 The Board of Directors shall file for an entry of the amended amount of the registered capital in the Commercial Register. The effects of the increase of the registered capital apply as of the date of entry of its amount in the Commercial Register.---

31.4 For an increase in the registered capital of the company, the subscriber must pay up the entire issue price of the shares they have subscribed at the latest within one year of the subscription. Where the subscriber is in default of payment of the issue price for the shares they have subscribed, the company may reasonably apply to them the procedure laid down under Section 345 et seq., Corporations Act. --

31.5 The cash contributions used to redeem the issue price must be made to a dedicated account of the company, which will be opened in the trade name of the company in the event the registered capital is increased. --

31.6 If the company increases its registered capital by in-kind contributions, then: --------------------

- if the subject of the in-kind contribution is a real property, the contribution is deemed to have been made upon submission of a written declaration with a certified signature to the effect that the property has been entered in the registered capital of the company and upon handover of the property to the company; ---
- if the subject of the in-kind contribution is a movable asset, the contribution shall be deemed to have been made upon its handover to the company; ---------------------------------
- for other in-kind contributions, the contribution shall be deemed to have been made upon the effective date of a written agreement concerning the contribution; if the subject of the contribution is a specific item of know-how, the documentation outlining the know-how must be submitted; if the subject is a plant or a part thereof, the plant or a part thereof must be handed over; a report must be written down outlining the handover.-----------------

--**Section 32**--

---------------------------------------**Decreasing the registered capital**---------------------------------------

32.1 The General Meeting may decide to decrease the registered capital. A decrease in the registered capital of the company must not have a negative impact on recoverability of the creditors' receivables. --

32.2 A resolution of the General Meeting concerning a decrease in the registered capital must be entered in the Commercial Register. The Board of Directors must file for the entry without undue after the relevant resolution of the General Meeting is adopted. -----------------------------

32.3 If the company is obligated to decrease its registered capital, it must use its own shares for that purpose if it indeed owns such shares. Otherwise, the company must use its own shares to decrease the registered capital in the first place. Other methods of decreasing the registered capital may only be applied if the aforementioned procedure does not result in such a decrease of the registered capital as has been determined by the General Meeting or if the aforementioned method of decreasing the registered capital cannot serve the envisaged purpose of the decrease of the registered capital. If the registered capital is decreased exclusively using the company's own shares in its possession, the provision on separate voting on the specific types of shares shall not be applied. --

32.4 If the company does not possess it own shares or its own shares do not produce the required effect of decreasing the registered capital, the registered capital shall be decreased: --------------

(a) by decreasing the nominal value of shares, or outstanding shares, as the case may be, for which the company has issued interim certificates in accordance with the relevant provisions of the present Articles of Association and Section 523 et seq., Corporations Act;--

(b) by removing shares from circulation based on a public draft agreement in accordance with the relevant provisions of the present Articles of Association and Section 532 et seq., Corporations Act; --

(c) by refraining from the issue any outstanding shares in accordance with the relevant provisions of the present Articles of Association and Section 536, Corporations Act.--------

32.5 It is not permitted to decrease the registered capital by removing from circulation shares chosen by lot.---

32.6 Where the registered capital is decreased by reducing the nominal value of the shares and interim certificates, the nominal value shall be reduced proportionately for all shares and interim certificates of the company unless the purpose of the decrease of the registered capital is to waive an outstanding part of the issue price of the shares. The nominal value of any outstanding shares, for which interim certificates have been issued, shall be reduced by replacing the shares and interim certificates concerned with shares or interim certificates with a lower nominal value or with an indication of the lower nominal value on the existing shares or interim certificates with signatures of Members of the Supervisory Board authorised to sign on behalf of the company. --

32.7 The Board of Directors must invite the shareholders who possess such shares or interim certificates, by applying the method stipulated by the law and the present Articles of Association for the convening of the General Meeting, to submit the said shares and interim certificates within a time limit set by a resolution of the General Meeting for replacement or for the indication of their reduced nominal value. If a shareholder fails to submit the interim certificates within the time limit set, they will only be able to exercise the associated shareholder rights after they submit the same and the Board of Directors shall apply the procedure outlined under Section 537 to 541, Corporations Act.------------------------------------

32.8 Where the registered capital is decreased by removing the shares from circulation based on a public draft agreement, the following procedure is applied:---

(a) Where the shares are removed from circulation based on a public draft agreement, the General Meeting may resolve that the registered capital: (1) be decreased by an amount equivalent to the nominal value of the shares to be removed from circulation, or (2) be decreased by a fixed amount;--

(b) A resolution of the General Meeting to decrease the registered capital must include an indication as to whether the shares are removed from circulation based on a public draft agreement, either at a charge, or free of charge, it being understood that the provisions under Section 322(1) and (2), Sections 323 to 325 and Section 329, Corporations Act, shall be reasonably applied to the public draft agreement;--

(c) The purchase price is payable at the latest within three (3) months of the entry of the registered capital in the Commercial Register. The payment term for the purchase price and the time limit by which the shares of the company must be submitted must not precede the effective date of the decrease of the registered capital;------------------------------

(d) Where the decrease of the registered capital is equivalent to the nominal value of the shares removed from circulation, the resolution of the General Meeting must contain a provision authorising the Board of Directors to file for a decrease of the registered capital in the Commercial Register by an amount the shareholders agree upon under the public draft agreement. --

(e) In the event the registered capital is to be decreased by a fixed amount yet the sum of the nominal values of the shares removed from circulation does not produce the set amount, by which the registered capital is to be decreased, the General Meeting may resolve that the registered capital be decreased by an amount equivalent to the nominal value of the shares removed from circulation. --

32.9 If the registered capital is decreased by the company refraining from issuing the shares, the following procedure is applied: ---

(a) The General Meeting may resolve to decrease the registered capital by refraining from issuing the shares, for which the respective subscribers are in default of payment of their nominal values, unless the company proceeds to excluding the defaulting shareholders as provided for under Section 345 of the Corporations Act; ---

(b) If a decision is made to refrain from issuing the outstanding shares, the Board of Directors shall request that the shareholders in default of redeeming the issue price of the shares or a part thereof return the interim certificates within the time limit set by the General Meeting, it being understood that the company will not proceed by issuing the shares replacing such interim certificates and return to the subscriber, without undue delay after the entry of the registered capital decrease in the Commercial Register, the hitherto paid issue price of the share reduced by any receivables the company may have vis-a-vis the subscriber. If a shareholder fails to submit an interim certificate within the set time limit, they will only be able to exercise the associated shareholder rights after they submit the same and the Board of Directors shall apply the procedure outlined under Sections 537 to 541, Corporations Act. --

32.10 Within thirty (30) days of the coming into force of the General Meeting resolution decreasing the registered capital with regard to third parties, the Board of Directors must communicate the value by which the registered capital has been decreased to any creditors they are aware of, whose receivables vis-a-vis the company emerged prior to the date of the coming into force of the said resolution with regard to third parties, requesting that these creditors register their receivables as per the following paragraph. --

32.11 The General Meeting resolution decreasing the registered capital shall be published following its entry in the Commercial Register, at least on two consecutive occasions, allowing a space of at least thirty days between them, along with a request for the creditors to register their receivables. Creditors of the company may request, within ninety (90) days of receiving a notification of the registered capital decrease, or, failing that, within ninety (90) days of the second publication of the request that their outstanding receivables, which were not mature at the time of their receiving the request, or at the time of its second publication, be adequately secured or satisfied or that an agreement concerning any other arrangement be entered into in that respect. Unless the creditors and the company agree on the method of securing the receivables, the decision as to the adequate securing shall be made by the court with an account taken of the type and amount of the receivables concerned. --------------------------------

32.12 Following the lapse of ninety (90) days from delivery of the notification under 32.11, or, alternatively, from the last publication of the resolution under 32.12, the Board of Directors may file for an entry of the decreased registered capital in the Commercial Register. The time limit set does not need to be complied with if the company agrees on the securing or satisfaction of all their receivables with the creditors before the lapse of the time limit set. The company must provide proof to the effect that such an agreement has been concluded while filing for the entry in the Commercial Register.--

32.13 Before it complies with the obligation under paragraphs 32.11 and 32.12 above, the company must not provide the shareholders with any payments on the the grounds of the registered capital decrease, or waive payment of the outstanding part of the issue price of shares.

32.14 The registered capital is decreased on the day of entry in the Commercial Register.--------------

-- FINAL PROVISIONS--

---Section 33 ---

------------------------------ Acting and signing on behalf of the company------------------------------

33.1 In all acts taken on its behalf, the company shall be jointly represented by three (3) Members of the Board or jointly by the Chairman and Vice Chairman of the Board at all times.-----------

33.2 Signing on behalf of the company takes place by the Members of the Board authorised to represent the company in accordance with the provision under paragraph 33.1 attaching their signature under the printed or hand written trade name of the company. ----------------------------

-- Section 34 --

--------------------------------Dissolution and termination of the company--------------------------------

34.1 For dissolution of the company, the provisions under Sections 168 to 173 and Sections 185 to 209, Act No 89/2012 Coll., Civil Code, and Sections 549 to 550, Corporations Act, apply.------

34.2 The liquidator is appointed and dismissed by the General Meeting. ---------------------------------

34.3 The liquidator: --

(a) compiles the financial statements as of the final date of liquidation and submits them to the shareholders along with the final liquidation report and proposed distribution of the liquidation balance among the shareholders. Once the financial statements are approved and the liquidation balance distributed, the liquidator must place all the returned shares, documentation and books of the company in custody and file for deletion of the company in the Commercial Register. --

(b) After the company is dissolved with liquidation and the shares handed over to the liquidator, the shareholders are entitled to a share in the liquidation balance corresponding to the shares held by them and the provisions of the present Articles of Association. The liquidator must dispose of the shares received without undue delay. If a shareholder fails to hand the shares over on request by the liquidator, the liquidator must reasonably apply the procedure laid down under Sections 537, 538 and 540, Corporations Act. The shareholders do not have the right to claim their contributions back during the existence of the company or after its termination.--

-- Section 35 --

------------------------Legal position of the company and resolution of disputes ------------------------

35.1 The establishment, legal situation and expiry of the company as well as all the legal relations inherent in the present Articles of Association as well as those within the company are governed by the Czech law. --

-- **Section 36** --

-- **Definition of certain terms** --

36.1 Unless stipulated otherwise under the present Articles of Association, the below terms used under the present Articles of Association--if capitalised--shall have the following meanings: --

'Environmental Claim' denotes any claim, action, court proceedings, order, regulation or decision concerning any harm or damage to property or health, which has been imposed on or raised against the company by any public administration body or any third party in association with the environmental requirements applicable to the presence or leakage of hazardous substances or noise emissions or vibrations exceeding the limits stipulated under the relevant legal regulations or decisions of the competent public administration body;---------------

'Entitled Acquirer of the Shares' denotes, for UNIPETROL, a.s., as a shareholder of the company, any entity connected with UNIPETROL, a.s. in the meaning of Sections 74 and 75, Corporations Act, and for KAUČUK, a.s., as a shareholder of the company, any entity controlled by KAUČUK, a.s. in the meaning of Sections 74 and 75, Corporations Act;---------

'Notification of the Basic Annual C4 Fraction Supply' denotes a written notification of the company, as per the Framework Purchase Agreement for the supply and collection of the C4 fraction between the company and CHEMOPETROL, a.s., with registered address at Litvínov, Litvínov-Záluží 1, District of Most, postcode 436 70, whereby the company informs CHEMOPETROL, a.s., with registered address at Litvínov, Litvínov-Záluží 1, District of Most, Postcode 436 70, that during the upcoming calendar year, it intends to collect the basic annual quantity of the C4 fraction as provided for and subject to the conditions stipulated under the respective Framework Purchase Agreement for the supply and collection of the C4 fraction; ---------

'PRIBOR 6M' denotes an interest rate expressed in percent p.a., which is determined by the Czech National Bank and Financial Markets Association of the Czech Republic (A.C.I.) as a value fixing the interest rates for sales of Czech Crown interbank deposits for the upcoming term of six (6) months given by the 'Reuter Screen

Service' on the first business day of the respective calendar quarter, during which a default persists; if 'Reuter Screen Service' is replaced or cancelled, the shareholders of the company may agree on a different source of information on the respective interest rate; ---

To **'Transfer'** means to sell, gift, transfer, divide, issue, waive, bequeath, assign, burden with third party rights, let on lease, merge, divide, amalgamate or take take any other act, direct or indirect, intentional or unintentional, effectively resulting, by the law or otherwise, in any disposal of the ownership right or the right of use related to property, or establishment of a third party ownership right or a right of use of property; as a noun, 'Transfer' denotes any sale, gifting, transfer, division, issue, waiver, bequeathing, assignment, burdening with third party rights, letting on lease, merger, division, amalgamation or any other act, direct or indirect, intentional or unintentional, which effectively results, either by the law, or otherwise, in any disposal of an ownership right or the right of use of property, or establishment of a third party ownership right or a right of use of property;---

'Raffinate 1' denotes raffinate 1 with the following specifications:------------------

Component	**Unit**	**Contract**	**Typical content**
Hydrocarbons C3 (and lighter)	w-%	0.3 – 4.0	0.3 – 3.0
Sum of butens	w-%	8.7 – 20.0	9.0 – 10.5
Sum of butens 1	w-%	30.0 – 35.0	30.0 – 35.0
Iso - buten	w-%	35.0 – 50.0	38.0 – 42.0
Sum of butens 2	w-%	14.0 – 17.0	14.5 – 16.5
Butadiene 1,3	w-%	Max. 0.3	Max. 0.3
Methyl-acetylene	w-%	Max. 0.7	Max. 0.5
Water	w-%	Max. 0.03	Max. 0.02
Sulphur	wt-ppm	Max. 2	Max. 2
Thinners	wt-ppm	Max. 1	Max. 1

'Cooperation Agreement' -denotes the Agreement concerning cooperation in the construction and operation of a new butadiene unit concluded between UNIPETROL, a.s., CHEMOPETROL, a.s., KAUČUK, a.s. and

	FIRMA CHEMICZNA DWORY S.A. of 30 January 2007, as amended, or any other agreement replacing the said Agreement concerning cooperation in the construction and operation of a new butadiene unit;--
'Securing Right'	denotes any lien or right of retention, securing transfer of a right, securing through assignment of receivables or any other form of securing used for an obligation of any entity, a priority right, option right, restriction on the transfer of a right or any other right established in favour or any third party or any other contract or agreement having the same effects. --------------------------------------

---Section 37 --

------------------------------- Amendments to the Articles of Association --------------------------------

37.1 The present Articles of Association may only be amended and added to by resolutions of the General Meeting. ---

37.2 After an amendment to the present Articles of Association is approved by the General Meeting, the Board of Directors must provide for a new consolidated version of the Articles of Association to be produced and submit the same to the competent Court of Registration. Any amendments to the present Articles of Association take effects upon resolution of the General Meeting, except for those events where, according to the Corporations Act, the effects are conditioned by an entry in the Commercial Register, or those resolutions of the General Meeting which take effects at a later point. --

37.3 The present Articles of Association were adopted by the sole shareholder on 11 April 2007 and they apply as amended by resolution of the sole shareholder of 29 June 2007, and as amended by the extraordinary General Meeting of 1 March 2010, and as amended by the General Meeting of 27 March 2014.---

---Section 38 --

----------------------------------Subordination to the Corporations Act ----------------------------------

38.1 By adopting the present Articles of Association, the company submits to Corporations Act No 90/2012 Coll. in its entirety. ---

38.2 The rights and obligations that are not regulated by the present Articles of Association are governed by the applicable legal regulations.--