

EXHIBIT C-2

Certificate and Agreement of Persons Receiving
Deposited Securities Upon Withdrawal
Pursuant to Section 2.05 of the
Rule 144A Deposit Agreement

Citibank, N.A., as Depositary
ADR Department
111 Wall Street
New York, New York 10043

Re: Kemira Oy

Ladies and Gentlemen:

We refer to the Rule 144A Deposit Agreement, dated as of _____, 1994 (the "Deposit Agreement"), among Kemira Oy (the "Issuer"), Citibank, N.A., as Depositary thereunder, and the Holders and Beneficial Owners from time to time of the ADRs issued thereunder. Capitalized terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

1. We are surrendering an ADR or ADRs or a beneficial interest therein, in either case for the purpose of withdrawal of the Deposited Securities represented by the ADSs evidenced by such ADR or ADRs constituting such beneficial interest pursuant to Section 2.5 of the Deposit Agreement.

2. We acknowledge (or if we are acting for the account or another person, such person has confirmed that it acknowledges) that such Deposited Securities have not been and will not be registered under the Securities Act of 1933 (the "Securities Act").

3. We certify that either:

(a) We are a qualified institutional buyer (as defined in Rule 144A under the Securities Act) acting for our own account or for the account of one or more qualified institutional buyers, and either:

(i) we have (or it has) sold or otherwise transferred, or agreed to sell or otherwise

transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, such ADSs or Deposited Securities in accordance with Rule 903 or 904 of Regulation S under the Securities Act and we are (or it is), or prior to such sale we were (or it was), the beneficial owner of such ADSs, or

(ii) we have (or it has) sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, such ADSs or Deposited Securities to another qualified institutional buyer in accordance with such Rule 144A under the Securities Act and we are (or it is) or prior to such sale we were (or it was), the beneficial owner of such ADSs, or

(iii) we (or it) will be the beneficial owner of such Deposited Securities upon withdrawal, and, accordingly, we agree (or it we are acting for the account of one or more qualified institutional buyers, each such qualified institutional buyer has confirmed to us that it agrees) that (x) we (or it) will not offer, sell, pledge or otherwise transfer such Deposited Securities except (A) to a person whom we reasonably believe (or it and anyone acting on its behalf reasonably believes) is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act in a transaction meeting the requirements of Rule 144A, (B) in an offshore transaction in accordance with Rule 903 or 904 of Regulation S under the Securities Act, or (C) pursuant to an exemption from the registration requirements of the Securities Act provided by Rule 144 under the Securities Act (if available), in each case in accordance with any applicable securities laws of any state of the United States, and (y) we (or it) will not deposit or cause to be deposited such Deposited Securities into any depositary receipt facility established or maintained by a depositary bank (including any such facility maintained by the Depositary), other than a Rule 144A restricted depositary receipt facility, so long as such

Shares are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act.

(b) We are located outside the United States (within the meaning of Regulation S under the Securities Act); we acquired, or have agreed to acquire and at or prior to the time of the withdrawal will have acquired, such ADSs or Deposited Securities outside the United States (within the meaning of Regulation S); and we are, or upon acquisition thereof will be, the beneficial owner of such ADRs or Deposited Securities.

4. If we are a broker-dealer, we further certify that we are acting for the account of our customer and that our customer has confirmed the accuracy of the representations contained in paragraph 3 hereof that are applicable to it (including the representations with respect to beneficial ownership) and, if paragraph 3(a)(iii) is applicable to our customer, has confirmed that it will comply with the agreements set forth in paragraph 3(a)(iii).

Very truly yours,

[Name of certifying entity]

By: _____
Name:
Title:

Dated: _____