



**RESOLUTION OF THE EXTRAORDINARY GENERAL SHAREHOLDERS
MEETING OF SPHERA FRANCHISE GROUP S.A.**

No. 1 of [11]/[12].08.2022

The extraordinary general shareholders meeting of Sphera Franchise Group S.A. (the “**Meeting**” or “**EGSM**”), a joint stock company, managed under a one-tier system and operating in accordance with Romanian law, having its registered office in Romania, Bucharest, 239 Calea Dorobanti Street, 2nd floor, office 4, 1st district, registered with the Trade Registry of Bucharest Court under number J40/7126/2017, fiscal identification code 37586457 (referred to as the “**Company**”), duly and statutorily convened, in accordance with the provisions of article 117 of Companies Law 31/1990, Law no. 24/2017 regarding issuers of securities and market operations, Regulation no. 5/2018 regarding issuers of financial instruments and market operations as further amended and supplemented and article 10 of the Company’s articles of association, by publishing the convening notice in the Official Gazette of Romania, Part IV no. [•] of [•] and in the newspaper [•] of [•], as well as by sending the convening notice to the Bucharest Stock Exchange and the Financial Supervisory Authority through the current report dated [•],

Legally and statutorily met on [11]/[12].08.2022, [•] hrs., at the [first]/[second] convening at [•], gathering a number of [•] shareholders holding a number of [•] shares with voting rights, representing [•] of total voting rights, namely [•] of the Company’s share capital, being present in person, by representative or expressing votes by correspondence,

DECIDES

1. [With an unanimity of votes validly expressed by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

[With a total number of [•] voting rights validly expressed, representing [•]% of the Company's share capital and [•]% of the voting rights attached to the shares representing the Company's share capital, out of which [•] votes "in favour" representing [•]% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting, [•] votes "against" representing [•]% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting and [•] "abstain" representing [•]% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

The following are [approved]/[rejected]

The signing by the Company, as borrower, co-debtor and real guarantor, together with US Food Network SA (borrower, co-debtor and real guarantor), American Restaurant System SA (borrower, co-debtor and real guarantor) and California Fresh Flavors SRL (borrower, co-debtor and real guarantor), of the increase/amendment of the Revocable Term Credit Facility, in a maximum amount of EUR 42,167,000 (forty-two-million-one-hundred-sixty-seven euros), granted by Alpha Bank Romania SA (“Bank”), subject to compliance with the terms and conditions of the Facility Agreement no. 120 of 31.10.2006, the Term Credit Facility Agreement no. 120/2006/1 of 31.10.2006, the guarantee contracts, as well as its addenda and annexes (the “Facility Agreement”).

2. [With an unanimity of votes validly expressed by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

[With a total number of [•] voting rights validly expressed, representing [•]% of the Company's share capital and [•]% of the voting rights attached to the shares representing the Company's share capital, out of which [•] votes "in favour" representing [•]% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting, [•] votes "against" representing [•]% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting and [•] "abstain" representing [•]% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

The following are [approved]/[rejected]

The sublimits related to the Facility Agreement mentioned at item 1 of the EGMS agenda, granted by the Bank by way of Addendum no. 44 to the Facility Agreement no. 120 of 31.10.2006, the Term Credit Facility Agreement no. 120/2006/1 of 31.10.2006, in the amounts and conditions granted by the Bank, respectively:

- a. ***Sub-limit 1:*** EUR 6,866,578.03 (six million eight hundred sixty-six thousand five hundred seventy -eight euros and three eurocents), used in full by the borrowers **AMERICAN RESTAURANT SYSTEM S.A. and US FOOD NETWORK S.A.** for (i) financing / refinancing 100% (without VAT) of the development costs (construction expenses, operational costs, franchise fee, etc.) of the **Pizza Hut (American Restaurant System SA) and KFC (US Food Network SA)** network of restaurants throughout the country, (ii) financing/refinancing 100% (without VAT) of the development cost of one **Paul Bakery restaurant (US Food Network SA)** and (iii) financing/refinancing the acquisition costs of the equipment for **Pizza Hut and/or KFC network**, only with prior approval of the Bank and subject to the presentation of supporting documents approved by the Bank (contracts, invoices, any documents considered necessary by to the Bank, etc.);
- b. ***Sub-limit 2:*** EUR 84,027.71 (eighty- four thousand twenty-seven euros and seventy-one euro cents)– fully used by the borrower **US FOOD NETWORK SA**, for financing the Loan agreement signed by and between **US FOOD NETWORK S.A. and US FOOD NETWORK SRL (Republic of Moldova)**, for financing the development costs of one **KFC restaurant in Chisinau, Republic of Moldova**;
- c. ***Sub-limit 3:*** EUR 4,960,899.54 (four million nine hundred sixty thousand eight hundred ninety-nine euros and fifty-four euro cents)– fully used by the borrower **US FOOD NETWORK S.A.**, for financing 100% of the Loan agreements signed by and between **US Food Network SA and US FOOD NETWORK S.r.l. - Italy**, for financing the development costs of the restaurants to be operated under the **KFC brand in Italy**;
- d. ***Sub-limit 4:*** EUR 2,952,085.29 (two million nine hundred fifty-two thousand eighty-five euros twenty-nine euro cents)– fully used by the borrower **CALIFORNIA FRESH FLAVORS SRL** for financing / refinancing 100% (without VAT) of the development costs (construction expenses, operational

costs, franchise fee, etc.) of the Taco Bell network of restaurants throughout the country;

- e. *Sub-limit 5:* EUR 2,880,158.70 (two million eight hundred eighty thousand one hundred fifty-eight euros and seventy euro cents)- fully used by the borrower SPHERA FRANCHISE GROUP S.A., for financing 100% of the Loan Agreements signed by and between SPHERA FRANCHISE GROUP S.A. and US FOOD NETWORK SRL Italy, for financing the development costs of the restaurants to be operated under KFC brand in Italy;
- f. *Sub-limit 6:* EUR 1,755,882.36 (one million seven hundred fifty-five thousand eight hundred eighty-two euros and thirty-six euros cents)- non revolving, revocable, fully used by the borrower US FOOD NETWORK S.A., for: (i) financing/refinancing 100% (without VAT) of the development/investment costs (construction expenses, operational costs, franchise fee, equipment acquisition, etc.) of KFC (US FOOD NETWORK SA) network throughout the country, (ii) financing/refinancing the dividend payment, (iii) financing/refinancing the loan granted to the intra-group companies AMERICAN RESTAURANT SYSTEM S.A. and CALIFORNIA FRESH FLAVORS SRL;
- g. *Sub-limit 7:* EUR 22,667,368.37 (twenty-two million six hundred sixty-seven thousand three hundred sixty-eight euros and thirty-six euros cents) at the signing date of the Addendum no. 44 of which the amount of EUR 15,879,456.35 already activated having a balance of EUR 15,700,055.95 and the amount of EUR 6,787,912.02 available for activation (EUR 4,303,817.26 remaining to be activated until the date of signing the Addendum and 2,484,094.76 EUR representing the available assets generated by the amounts reimbursed in the credit facility within all sublimits 1-7 during year 2022 until the date of signing the Addendum), revolving, revocable:
 - g¹) usable by the borrower US FOOD NETWORK S.A., for (i) financing/refinancing 100% (without VAT) the development/investment costs (construction expenses, operational costs, franchise fee, equipment acquisition, etc.) of the KFC (US FOOD NETWORK SA) network of restaurants throughout the country, (ii) financing/refinancing the dividend payments, (iii) financing/refinancing the loans granted to the intra-group companies AMERICAN RESTAURANT SYSTEM S.A. and CALIFORNIA FRESH FLAVORS SRL.
 - g²) usable by the borrower SPHERA FRANCHISE GROUP S.A., for : financing 100% of the Loan agreements signed with US FOOD NETWORK SRL Italy, for financing the development costs of the restaurants to be operated under the KFC brand in Italy.

***NOTE:**

- *The amounts repaid by the Borrowers within Sub-limits 1, 2, 3, 4, 5, 6 and 7 during year 2022 as well as starting with year 2023, may be activated and used within Sub-limit 7 at the request of the Borrowers, by increasing Sublimit 7 up to a maximum of EUR 42,167,000.00 (forty-two million one hundred and sixty-seven euros) in compliance with the terms and conditions provided in this Agreement;*
- *The amounts available within Sub-limit 7, may be activated and used only with the prior approval of the Bank;*
- *The amounts of the Sub-limits related to the Credit Facility will be updated with the values valid on the effective signing date of the addendum*

****NOTE:**

- In case the amounts from this facility will be used for the acquisition of plots of land in order to develop the KFC restaurant network (US FOOD NETWORK S.A.) throughout the country, the US FOOD NETWORK S.A. Borrower undertakes to mortgage in favor of the Bank, the plots of land that is the object of financing together with the restaurants to be developed on those plots of land, both for the present Credit Facility and for the credit facilities granted by the Bank through the Multi Optional Credit Line Facility Agreement with Overdraft Functionality no. 120/2006/2 of 09.12.2019 and the Bank Guarantee Issuance Facility Contract no. 120/2006/3 of 09.12.2019 and to present to the Bank, in due time, all the necessary documents for the establishment and completion of the guarantee /-s in favor of the Bank in the form and content requested by the Bank, as provided in art. 1.4 of the Addendum no. 44 to the Term Credit Facility Agreement no. 120/2006/1 of 31.10.2006.

3. [With an unanimity of votes validly expressed by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

[With a total number of [] voting rights validly expressed, representing []% of the Company's share capital and []% of the voting rights attached to the shares representing the Company's share capital, out of which [] votes "in favour" representing []% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting, [] votes "against" representing []% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting and [] "abstain" representing []% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

The following are [approved]/[rejected]

The guarantee, under the terms and conditions of the Bank, of the Facility Agreement as mentioned at item 1 of the EGSM Agenda, amounting EUR 42,167,000.00 (forty-two million one hundred and sixty-seven Euros), as well as interest, increased interest, costs and related expenses, with the following guarantees:

- a. *Movable mortgage on all current and deposit accounts (including related sub-accounts) present and future opened/to be opened by the Company in the records of the Bank;*
- b. *„Blank” Promissory note issued by the Company;*
- c. *Movable mortgage on the dividends, present and future, related to the shares that the Company holds and / or will hold in the share capital of „US Food Network S.r.l.” - Italy ;*
- d. *Movable mortgage on the dividends, present and future, related to the shares that the Company holds and / or will hold in the share capital of “U.S. Food Network” SRL, Republic of Moldova;*
- e. *Movable mortgage on the receivables, present and future, resulting from the loan agreements signed by and between the Company and „ US Food Network S.r.l.”- Italy*
- f. *Movable mortgage on receivables, present and future, arising from loan agreements concluded and / or to be concluded between the Company and US Food Network SA, American Restaurant System SA or California Fresh Flavors SRL, together with the annexes and addenda thereto.*

4. [With an unanimity of votes validly expressed by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

[With a total number of [•] voting rights validly expressed, representing [•]% of the Company's share capital and [•]% of the voting rights attached to the shares representing the Company's share capital, out of which [•] votes "in favour" representing [•]% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting, [•] votes "against" representing [•]% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting and [•] "abstain" representing [•]% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

The following are [approved]/[rejected]

The extension of the maturity / validity of the Facility Agreement contracted by the Company, as borrower, co-debtor and real guarantor, together with American Restaurant System SA (borrower, co-debtor and real guarantor), California Fresh Flavors SRL (borrower, co-debtor and real guarantor) and US Food Network SA (borrower, co-borrower and real guarantor), from Alpha Bank Romania SA ("Bank"), according to Facility Agreement no. 120 of 31.10.2006, Overdraft credit facility contract no. 120/2006/2 of 31.10.2006, the guarantee agreements, as well as its addenda and annexes, in the terms and conditions of the Bank.

5. [With an unanimity of votes validly expressed by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

[With a total number of [•] voting rights validly expressed, representing [•]% of the Company's share capital and [•]% of the voting rights attached to the shares representing the Company's share capital, out of which [•] votes "in favour" representing [•]% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting, [•] votes "against" representing [•]% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting and [•] "abstain" representing [•]% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

The following are [approved]/[rejected]

Maintaining all the guarantees previously constituted in the guarantee of the Facility Agreement with Overdraft functionality no. 120/2006/2 of 31.10.2006, as well as interest, increased interest, costs and related expenses.

6. [With an unanimity of votes validly expressed by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

[With a total number of [•] voting rights validly expressed, representing [•]% of the Company's share capital and [•]% of the voting rights attached to the shares representing the Company's share capital, out of which [•] votes "in favour" representing [•]% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting, [•] votes "against" representing [•]% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

and [] "abstain" representing []% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

The following are [approved]/[rejected]

The extension of the maturity / validity of the credit facility contracted by the Company, as borrower, co-debtor and real guarantor, together with American Restaurant System SA (borrower, co-debtor and real guarantor), California Fresh Flavors SRL (borrower, co-debtor and real guarantor) and US Food Network SA (borrower, co-borrower and real guarantor), from Alpha Bank Romania SA ("Bank") according to Facility Agreement no. 120 of 31.10.2006, the credit facility contract for issuing letters of guarantee and letters of credit no. 120/2006/3 of 31.10.2006, the guarantee contracts, as well as its addenda and annexes, in the terms and conditions of the Bank.

7. [With an unanimity of votes validly expressed by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

[With a total number of [] voting rights validly expressed, representing []% of the Company's share capital and []% of the voting rights attached to the shares representing the Company's share capital, out of which [] votes "in favour" representing []% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting, [] votes "against" representing []% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting and [] "abstain" representing []% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

The following are [approved]/[rejected]

Maintaining all the guarantees previously constituted in the guarantee of the Facility Agreement for issuing Letters of guarantee and Letters of credit no. 120/2006/3 of 31.10.2006, as well as interest, increased interest, costs and related expenses.

8. [With an unanimity of votes validly expressed by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

[With a total number of [] voting rights validly expressed, representing []% of the Company's share capital and []% of the voting rights attached to the shares representing the Company's share capital, out of which [] votes "in favour" representing []% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting, [] votes "against" representing []% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting and [] "abstain" representing []% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

The following are [approved]/[rejected]

Empower the Chief Executive Officer of the Company to fulfill the provisions of this EGMS Decision, in the name and on behalf of the Company, and to sign, including but not limited to the documentation necessary to obtain / carry out the above credits, the credit agreement and its annexes, the movable and immovable mortgage contracts, additional documents to all these contracts, including their annexes, promissory notes [blank] (including those that replace the existing ones, in case of the Bank's request regarding the exchange / reissue of blank promissory notes – e.g. in case of expiry of

the legal term), as well as of the necessary documents for the use of the credits and / or any other necessary documents or in connection with the above mentioned documents.

The Chief Executive Officer of the Company is empowered to negotiate with full powers the terms and conditions of the credit facilities mentioned above, of the credit agreement and its annexes (having as object including, but not limited to changing the method of repayment and repayment dates of credit, any extension of the term / term of the loan, conversion of the credit into any other currency, change of credit guarantee structure, determination of credit costs, change of credit object, any other contractual changes regarding credit specific terms and conditions, commitments, etc.) and / or in the case of guarantee contracts, its decision and signature being opposable to the Company, within the limits of the mandate granted.

The Chief Executive Officer of the Company may empower and grant authority to any third party he deems appropriate, in order to carry out all or part of the above-mentioned tasks, within the limits of the mandate granted. If the signatory is different from the Chief Executive Officer, the Chief Executive Officer shall grant an internal mandate (power of attorney) to the person / persons concerned, the object of which shall be to reflect exactly the content of this Decision.

9. [With an unanimity of votes validly expressed by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

[With a total number of [•] voting rights validly expressed, representing [•]% of the Company's share capital and [•]% of the voting rights attached to the shares representing the Company's share capital, out of which [•] votes "in favour" representing [•]% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting, [•] votes "against" representing [•]% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting and [•] "abstain" representing [•]% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence at the Meeting]

The following are [approved]/[rejected]

Empower of the Chairman of the Board of Directors of the Company to fulfill, for and on behalf of the Company, of all necessary formalities before Trade Registry, Official Gazette and/or any other public and/or private authorities, for the registration/filing of any of the resolutions adopted within the present EGSM dated August 11/12, 2022. The Chairman of the Board of Directors may, in his turn, to mandate any third parties that he deems competent, in order to fulfill entirely or in part of the above-mentioned tasks, within the limits of the mandate granted, his signature being fully valid and opposable to the Company.

This Resolution has been drawn up and signed in Bucharest, in [5] original copies, today [11]/[12].08.2022.

Chairman of the Meeting

Secretary of the Meeting

Lucian HOANCA

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