



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

**No. 1 of 26.04.2024**

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, 2<sup>nd</sup> floor, office 4, 1<sup>st</sup> 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 statutory 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. 1494 of 26.03.2024 and in the newspaper „Adevarul” (online edition) of 25.03.2024, as well as by sending the convening notice to the Bucharest Stock Exchange and the Financial Supervisory Authority through the current report dated 25.03.2024,

Legally and statutory met on **26.04.2024**, 13.00 hrs., at the first convening at the Company’s headquarters from Bucharest, 239 Dorobanti Avenue, 2nd floor – Ateneu Hall, 1st district, gathering a number of 90 shareholders holding a number of 35.919.895 shares with voting rights, representing 92.5786% of total voting rights, namely 92.5786% of the Company’s share capital, being present in person, by representative or expressing votes by correspondence, or by electronic means,

**DECIDES**

1. With a total number of 35.919.895 voting rights validly expressed, representing 92.5786% of the Company's share capital and 92.5786% of the voting rights attached to the shares representing the Company’s share capital, out of which 35.870.626 votes "in favour" representing 99.8628% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence or by electronic means at the Meeting, 1.007 votes "against" representing 0.0028% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence or by electronic means at the Meeting and 5.501 "abstain" representing 0.0153% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence or by electronic means at the Meeting and with a total number of 42.761 voting rights unexpressed

The following are approved

**Contracting by the Company, as borrower and/or debtor, as the case may be, together with US Food Network S.A (borrower and/or debtor, as the case may be), of an internal uncommitted credit facility, in the maximum amount of EUR 3,500,000 (three-million-five-hundred-thousand-Euro) (the "Facility"), to be granted by CITIBANK EUROPE PLC, DUBLIN - ROMANIA BRANCH, registered in Romania at the Trade Registry with number J40/21058/17.12.2008, unique registration code 24882493, fiscal registration RO24882493, registered in the Register of Credit Institutions under no. RB-PJS-40-065 of 22.12.2008, (the "Bank"), based on a Framework Contract for the Granting of Bank Credits, under which the Company may request the granting of a Credit Type, under the terms and conditions of use granted by the Bank, namely:**

*a. The issuance of Bank guarantees, under the following terms:*

*(i) purpose: issuance of Bank guarantees utilized by the Borrowers, including the Bank guarantees issued on behalf of other Borrower’s Group entities, for which the Borrowers assume all the herein mentioned obligations*

*(ii) currency: RON/EUR*

*(iii) maximum amount available: the equivalent of EUR 3,500,000 (three-million-five-hundred-thousand-Euro)*

*(iv) tenor of each Drawing: maximum 12 months or maximum 12 months with automated renewal option*

*The Bank reserves the right not to extend the issued Bank guarantees. In this case, the Bank will notify the Borrowers at least 60 days prior to the expiry date of the respective Bank guarantees.*

*(v) fees:*

*1. Fees applicable in case of Bank guarantees securing the Borrowers and Borrower's Group entities obligations, in Romania*

*Issuance Fee: 0.6% p.a., payable in advance at the issuance of each issued Bank guarantee;*

*2. Fees applicable in case of Bank guarantees securing the Borrowers and Borrower's Group entities obligations, outside Romania\**

*Issuance Fee: USD 500 p.a., payable in advance at the issuance of each Bank guarantee;*

*Legal Review Fee: USD 500 per Bank guarantee, payable in advance at the issuance of each nonstandard Bank guarantee*

*Notary Authentication Fee of Citi signatures: USD 300 per Bank guarantee, payable only in case of Bank signatures authentication request coming from the Bank guarantee beneficiary*

*Courier/Post Charges: USD 200 per Bank guarantee, payable in the case of hard copy commitments required to be send towards beneficiary via courier or post;*

*\*Note: these fees may be adjusted depending on each Citigroup Inc subsidiary from the country in which the Bank guarantee is issued*

*(vi) other fees: any Bank guarantee issuance may involve payment of fees, other than the ones mentioned above and which will be further communicated by the Bank at the time of sending the issuance request*

*b. The issuance of Letters of credit, under the following terms:*

*(i) purpose: issuance of Letters of credit utilized by the Borrowers, including the Letters of credit issued on behalf of other Borrower's Group entities, for which the Borrowers assume all the herein mentioned obligations*

*(ii) type: at sight and with deferred payment*

*(iii) currency: RON/EUR*

*(iv) maximum amount available: the equivalent of EUR 3,500,000 (three-million-five-hundred-thousand-Euro)*

*(v) tenor of each Drawing: maximum 12 months or maximum 12 months with automated renewal option*

*The Bank reserves the right not to extend the issued Letters of credit. In this case, the Bank will notify the Borrowers at least 60 days prior to the expiry date of the respective Letters of credit.*

*(vi) fees:*

*1. Fees applicable in case of Letters of credit securing the Borrowers and Borrower's Group entities obligations, in Romania*

*Issuance Fee: 0.6% p.a., payable in advance at the issuance of each drawing (Letter of credit);*

*2. Fees applicable in case of Letters of credit securing the Borrowers and Borrower's Group entities obligations, outside Romania\**

*Issuance Fee: USD 500 p.a., payable in advance at the issuance of each Letters of credit;*

*Legal Review Fee: USD 500 per Letters of credit, payable in advance at the issuance of each nonstandard Letter of credit*

*Notary Authentication Fee of Citi signatures: USD 300 per Letters of credit, payable only in case of Bank signatures authentication request coming from the beneficiary*

*Courier/Post Charges: USD 200 per Letters of credit, payable in the case of hard copy commitments required to be send towards beneficiary via courier or post*

*\*Note: these fees may be adjusted depending on each Citigroup Inc Subsidiary from the country in which the Letter of credit is issued*

*(vii) other fees: any Letter of credit issuance may involve payment of fees, other than the ones mentioned above and which will be further communicated by the Bank at the time of sending the issuance request.*

**At any time, the total maximum amount utilized within the Credit Types under articles a. and b. cannot exceed the maximum available amount of EUR 3,500,000 (three-million-five-hundred-thousand-Euro) (or equivalent).**

**Facility / review fee: 0,5% from the maximum amount of the Facility, payable by the Borrowers at the contract signing date and at each annual anniversary.**

2. With a total number of 35.919.895 voting rights validly expressed, representing 92.5786% of the Company's share capital and 92.5786% of the voting rights attached to the shares representing the Company's share capital, out of which 35.870.536 votes "in favour" representing 99.8625% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence or by electronic means at the Meeting, 1.007 votes "against" representing 0.0028% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence or by electronic means at the Meeting and 5.601 "abstain" representing 0.0155% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence or by electronic means at the Meeting and with a total number of 42.751 voting rights unexpressed

The following are approved

**Establishing, in favor of the Bank, under a corresponding contract of guarantee, of the first ranking guarantee within the Bank's terms and conditions, in order to guarantee the payment of all amounts due under any of the Credit Types related to the Facility from point 1 on the EGMS agenda, respectively:**

*a. Movable mortgage on the Debtors' bank accounts opened at the Bank.*

3. With a total number of 35.919.895 voting rights validly expressed, representing 92.5786% of the Company's share capital and 92.5786% of the voting rights attached to the shares representing the Company's share capital, out of which 35.870.636 votes "in favour" representing 99.8628% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence or by electronic means at the Meeting, 1.007 votes "against" representing 0.0028% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence or by electronic means at the Meeting and 5.501 "abstain" representing 0.0153% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence or by electronic means at the Meeting and with a total number of 42.751 voting rights unexpressed

The following are approved

**Signing, together with US Food Network SA, as borrowers and/or debtors, as the case may be, of the necessary documentation for contracting/ drawing the above Facility, the Framework Agreement for the Granting of Bank Credits, the Movable Mortgage Agreement on bank accounts, the addenda thereof (including, but not limited to those regarding the Facility extension), including their annexes, to be signed by the Company, under the conditions, terms and costs requested by the Bank, as well as all and any other accessory documents and/or deeds in connection with or relating to the previously mentioned contracts, necessary for using the Facility, and/or using/reimbursement applications and/or any other necessary documents or in connection with these.**

4. With a total number of 35.919.895 voting rights validly expressed, representing 92.5786% of the Company's share capital and 92.5786% of the voting rights attached to the shares representing the Company's share capital, out of which 35.871.976 votes "in favour" representing 99.8665% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence or by electronic means at the Meeting, 1.007 votes "against" representing 0.0028% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence or by electronic means at the Meeting and 4.151 "abstain" representing 0.0115% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence or by electronic means at the Meeting and with a total number of 42.761 voting rights unexpressed

The following are approved

**Empowerment the Chief Executive Officer and/or the Chief Financial Officer of the Company to represent the Company in relation to the Bank, together or individually, with full powers, in order to negotiate and to validly sign, in the name and on behalf of the Company, of the terms and conditions of the necessary documentation mentioned at point 3 here above, for contracting/ drawing the Facility, as well as any other using/reimbursement applications and/or any other necessary documents or in connection with the above mentioned documents and to fulfil any formality in order to implement the above decisions, their decision and signature being opposable to the Company, within the limit of the mandate granted.**

**The Chief Executive Officer and/or the Chief Financial Officer of the Company may, in their turn, together or individually, to empower and grant authority to any third party they deem appropriate, in order to carry out all or part of the above-mentioned tasks, within the limits of the mandate granted.**

5. With a total number of 35.919.895 voting rights validly expressed, representing 92.5786% of the Company's share capital and 92.5786% of the voting rights attached to the shares representing the Company's share capital, out of which 35.876.039 votes "in favour" representing 99.8779% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence or by electronic means at the Meeting, 1.000 votes "against" representing 0.0027% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence or by electronic means at the Meeting and 105 "abstain" representing 0.0002% of the total number of votes held by the shareholders present, represented or who expressed their vote by correspondence or by electronic means at the Meeting and with a total number of 42.751 voting rights unexpressed

The following are approved

**Empowerment of the Chairman of the Board of Directors of the Company to validly sign the EGSM resolutions and 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 the resolutions adopted by the EGSM, including payment of any fees, to request and receive any documents/deeds in this regard and/or related to the implementation of the resolutions adopted by this EGSM, his signature being fully valid and opposable to the Company.**

**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 3 original copies, today 26.04.2024.

**Chairman of the Meeting**

**Lucian HOANCA**

**Secretary of the Meeting**

**Mihai CHISU**