

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

**No. 1 of [28]/[29].10.2026**

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 J2017007126404, 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. [ ] 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 statutory met on [28]/[29].10.2026, [ ] 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, or by electronic means,

*Given the negotiations conducted with UniCredit Bank SA, a dual-tier company, with its registered office in Romania, Bucharest, Bulevardul Expozitiei, No. 1F, Sector 1, registered in the Trade Register under No. J1991007706408, in the Banking Register under No. RB-PJR-40-011/18.02.1999, with EUID ROONRC. J1991007706408, unique registration code 361536, tax attribute RO, subscribed and paid-in share capital of 589,955,162.70 RON, through the Grigore Mora Bucharest Branch, with its registered office in Bucharest, Sector 1, 1F Expozitiei Boulevard, ground floor, registration number in the Trade Register J40/21533/2007, unique identification code 22751475, (Bank)*

**DECIDES**

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

The following are [approved]/[rejected]

**Contracting from UniCredit Bank S.A. by SPHERA FRANCHISE GROUP S.A. a loan in the amount of 9,330,000 (nine million three hundred thirty thousand) EUR in the form of a credit line, together with US FOOD NETWORK S.A., CALIFORNIA FRESH FLAVORS SRL, and AMERICAN RESTAURANT SYSTEM S.A., under the terms and conditions of use granted by the Bank.**

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

The following are [approved]/[rejected]

**The guarantee for the loan referred to in paragraph 1, plus interest, fees, penalties, and any other amounts owed to the Bank under the loan agreement, by establishing the following guarantees in favor of the Bank over the Company's assets, as follows:**

***(i) A movable mortgage covering all current and future bank accounts and subaccounts opened by SPHERA FRANCHISE GROUP S.A. at the Bank.***

***(ii) A movable mortgage on the receivables consisting of current and future dividends that SPHERA FRANCHISE GROUP S.A. will receive, as well as on the receivables arising from the loan agreements entered between SPHERA FRANCHISE GROUP S.A. and the members of the Group to which belongs.***

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

The following are [approved]/[rejected]

**Contracting by the Company from the UniCredit Bank S.A. of a term loan in the amount of 42,167,000 (forty-two million one hundred sixty-seven thousand) EUR, together with US FOOD NETWORK S.A., CALIFORNIA FRESH FLAVORS SRL, and AMERICAN RESTAURANT SYSTEM S.A., under the Bank's terms and conditions.**

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

The following are [approved]/[rejected]

**The guarantee for the loan referred to in paragraph 3, plus interest, fees, penalties, and any other amounts owed to the Bank under the loan agreement, by establishing the following guarantees in favor of the Bank over the Company's assets, as follows:**

**A movable mortgage covering all current and future bank accounts and subaccounts opened by SPHERA FRANCHISE GROUP S.A. at the Bank.**

**A movable mortgage on the receivables consisting of current and future dividends that SPHERA FRANCHISE GROUP S.A. will receive, as well as on the receivables arising from the loan agreements entered between SPHERA FRANCHISE GROUP S.A. and the members of the Group to which belongs.**

**A guarantee agreement concluded by SPHERA FRANCHISE GROUP S.A. in the form and with the content agreed upon by the Bank, for the purpose of guaranteeing the fulfillment by US FOOD NETWORK S.A., CALIFORNIA FRESH FLAVORS SRL, and AMERICAN RESTAURANT SYSTEM S.A. of all obligations assumed under the loan referred to in Article 3.**

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

The following are [approved]/[rejected]

**Contracting by SPHERA FRANCHISE GROUP S.A. a loan from the Bank in the amount of 500,000 (five hundred thousand) EUR in the form of a credit line for conducting transactions with treasury products (hereinafter referred to as the "Treasury Line," together with US FOOD NETWORK S.A., CALIFORNIA FRESH FLAVORS SRL, and AMERICAN RESTAURANT SYSTEM S.A., under the terms and conditions of use granted by the Bank.**

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

The following are [approved]/[rejected]

**For the duration of the credit agreement and any extension thereof, the shareholders of SPHERA FRANCHISE GROUP S.A. agree and undertake that (i) the Company will not distribute its profits in the form of dividends without the Bank's prior written consent, and (ii) any loans granted to the Company by the Shareholders shall be subordinated to the loans granted by the Bank, both in terms of priority of payment and enforcement rights, and no repayment of loans granted by the Shareholders shall be made without the Bank's prior written consent.**

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

The following are [approved]/[rejected]

**Signing by SPHERA FRANCHISE GROUP S.A. of the Intercreditor Agreement to be entered into by and among UNICREDIT BANK S.A., RAIFFEISEN BANK S.A., SPHERA FRANCHISE GROUP S.A., US FOOD NETWORK S.A., AMERICAN RESTAURANT SYSTEM S.A., and CALIFORNIA FRESH FLAVORS S.R.L., which will establish the terms and procedures for enforcing the guarantees related to the loans granted by UNICREDIT BANK S.A. and RAIFFEISEN BANK S.A.**

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

The following are [approved]/[rejected]

**Empowering of the Chief Executive Officer and/or the Chief Financial Officer of the Company to fulfill, in the name and on behalf of the Company, together or individually, the provisions of this EGMS Decision and, in the name and on behalf of the Company:**

- a) to represent it with full authority before the Bank, the Notary Public, public authorities, and any third parties;**
- b) to negotiate and accept the contractual terms and conditions pertaining to the loans approved by this Extraordinary General Meeting of Shareholders;**
- c) to sign the documentation necessary for the execution of the loans approved by this Extraordinary General Meeting of Shareholders, including, but not limited to, loan and guarantee agreements, the master agreement for treasury transactions and related agreements, including financial guarantee agreements, the intercreditor agreement, any other annexes or addenda thereto, as well as any other documents necessary in connection with these contracts;**
- d) to enter into the insurance policies mentioned above;**
- e) to carry out any other lawful activity it deems necessary to achieve the aforementioned purpose.**

**The above authorization is granted, including for any subsequent amendments to the aforementioned banking agreements and/or guarantee agreements and/or the intercreditor agreement, including but not limited to the purpose, type, use, and extension of the loan and the subject matter of the guarantees; the decision and signature regarding such amendments shall be binding on the Company, within the limits of the authorization granted.**

**The Chief Executive Officer and/or the Chief Financial Officer of the Company may, together or individually, empower and grant authority to any third party they deems appropriate, in order to carry out all or part of the above-mentioned tasks, within the limits of the mandate granted whose purpose will accurately reflect the content of this EGMS Resolution.**

**The mandate granted by this resolution shall remain in effect until it is revoked by the Extraordinary General Meeting of Shareholders; such revocation shall be expressly communicated to the Bank by means of a written notice to that effect. Until such revocation is communicated, the signature of the Chief Executive Officer and/or the Chief Financial Officer shall be fully binding on the Company.**

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

The following are [approved]/[rejected]

**Empowering of the Chairman of the Board of Directors of the Company to validly sign the resolutions taken by the present EGSM and/or any documents in this regard, related to the implementation of the resolutions adopted by this EGSM, his signature being fully valid and opposable to the Company 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 any resolution or decision adopted by the EGSM on 28/29.10.2026.**

**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 [2] original copies, today [28]/[29].10.2026.

**Chairman of the Meeting**

**Lucian HOANCA**

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**Secretary of the Meeting**

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