US FOOD NETWORK S.A.
D/B/A KFC Romania

Telefon: +40 (21) 201 1757 Fax: +40 (21) 201 1759
Adresa: Calea Dorobantilor, nr. 239, etaj 2, camera 5, Bucuresti, sector1, Romania
Cod Fiscal R6645790, R.C. J40/24660/1994

CATRE:
SPHERA FRANCHISE GROUP S.A., *Bucureşti, Calea Dorobanți nr. 239, et. 2, biroul 4, sector 1,*

LUNIC FRANCHISING AND CONSULTING LTD, *Riga Feraiou nr. 2, Limassol Center, Bloc B, et. 4, birou 406, 3095 Limassol, Cipru*

C O N V O C A R E

Consiliul de Administratie al ***US FOOD NETWORK S.A, persoana juridica romana, cu sediul social in Bucuresti, Calea Dorobanti nr. 239, etaj 2, camera 5, Sector 1, numar de inmatriculare la Registrul Comertului J40/24660/1994, avand CUI RO6645790 (denumita in continuare „Societatea"),*** reprezentat prin dl. Calin-Viorel Ionescu, in calitate de Presedinte,

in temeiul dispozitiilor Legii nr. 31/1990 a societatilor, republicata, astfel cum a fost modificata si completata, precum si in conformitate cu prevederile Actului Constitutiv al Societatii ("AC"), respectiv cu observarea art. 16.5.5 si art. 16.9 din AC,

prin prezenta

CONVOACA

- ***Adunarea Generala Extraordinara a Actionarilor ("AGEA") ale Societatii***,

care urmeaza sa aiba loc la sediul din **Calea Dorobantilor 239, et. 2, sector 1, Bucuresti, in data de 07.10.2021** („data AGEA"), la orele 10:00 (ora României), **prin exercitarea dreptului de vot exclusiv prin corespondență,** pentru toti actionarii Societatii, in vederea supunerii spre aprobare a urmatoarelor subiecte de pe ordinea de zi:

1. **Aprobarea prelungirii si majorarii facilitatii de credit** acordata de Alpha Bank Romania SA ("Banca") prin **Actul aditional nr. 43 la Contractul de credit nr. 120 din data de 31.10.2006 ("Contractul de credit"),** Contractul de facilitate de credit la termen nr. 120/2006/1 din data de 31.10.2006, cu modificarile ulterioare ("Facilitatea de credit"), in care US Food

TO:
SPHERA FRANCHISE GROUP S.A., *Bucharest, 239 Calea Dorobanți, 2nd floor, office 4, 1st District*

LUNIC FRANCHISING AND CONSULTING LTD, *Riga Feraiou, 2, Limassol Center, Block B, 4th floor, Office 406, P.C. 3095, Limassol, Cyprus*

CONVENING NOTICE

The Board of Directors of ***US FOOD NETWORK S.A, Romanian legal entity, having the registered office in Bucharest, 239 Dorobantilor Ave., 2nd floor, room 1, 1st District, registered with the Trade Register in Bucharest under no. J40/24660/1994, having the fiscal code RO6645790*** (hereinafter referred to as the „***Company***"), represented by Mr. Calin-Viorel Ionescu, as the Chairman,

in accordance with the provisions of the Law no. 31/1990 on companies, republished, as further amended and supplemented, with the provisions of the Company's Articles of Association ("AoA"), respectively pursuant to art. 16.5.5 and art. 16.9 from the AoA,

hereby

CONVENES

- ***the Extraordinary General Meeting of Shareholders ("EGMS") of the Company***

which will be held at the registered office located in **239, Dorobantilor Ave., 2nd floor, 1st District, Bucharest, on October 7th, 2021** ("EGMS date"), at 10:00 hrs. (Romania time), **exercising the voting rights exclusively by correspondence,** for all shareholders of the Company, to vote on the resolutions in respect of the following items on agenda:

1. **Approval of the extension and increase of the credit facility** granted by Alpha Bank Romania SA (the "Bank") by way of **Addendum no. 43** to the **Credit Agreement no. 120 of October 31, 2006** (the "Credt Agreement"), respectively the Loan Facility Contract no. 120/2006/1 of 31.10.2006 with all subsequent changes (the "Facility Agreement"), under which the Company

Network SA are calitatea de imprumutat, codebitor si garant real, alaturi de American Restaurant System SA (imprumutat, codebitor si garant real), California Fresh Flavors SRL (imprumutat, codebitor si garant real) si Sphera Franchise Group SA (imprumutat, codebitor si garant real) pana la suma maxima de **42.169.413,23 EUR** (patruzeci si doua milioane o suta saizeci si noua de mii patrusute treisprezece euro si 23%), utilizabila conform termenilor si conditiilor specifice continute in **Actul aditional nr. 43** la Contract, precum si conform termenilor si conditiilor generale din Contractul de Credit nr. 120 din 31.10.2006 cu amendamentele ulterioare.

2. **Aprobarea sublimitelor aferente Facilitatii de Credit** acordata de Alpha Bank Romania SA ("Banca") prin **Actul aditional nr. 43** la Contractul de credit nr. 120 din data de 31.10.2006 („Contractul de credit"), respectiv Contractul de facilitate de credit la termen nr. 120/2006/1 din data de 31.10.2006 ("Facilitatea de credit"), in care US Food Network SA are calitatea de imprumutat, codebitor si garant real, alaturi de American Restaurant System SA (in calitate de imprumutat, codebitor si garant real), California Fresh Flavors SRL (in calitate de imprumutat, codebitor si garant real) si Sphera Franchise Group SA (in calitate de imprumutat, codebitor si garant real), in sumele si conditiile acordate de Banca, respectiv:

   - ***Sub-limita 1**: in suma de **8.083.632,94 EUR**, utilizata integral de catre Imprumutatii AMERICAN RESTAURANT SYSTEM S.A. si US FOOD NETWORK S.A., pentru (i) finantarea/refinantarea a 100% (fara TVA) din costurile de dezvoltare (cheltuieli de constructie, costuri operationale, taxa franciza, etc) a retelei de restaurante Pizza Hut® (AMERICAN RESTAURANT SYSTEM S.A.) si KFC® (US FOOD NETWORK S.A.), pe intreg teritoriul tarii, (ii) finantarea/refinantarea a 100% din costurile de dezvoltare (fara TVA) ale unui restaurant PAUL BAKERY® (US FOOD NETWORK S.A.), precum si (iii) finantarea/refinantarea costurilor de achizitie pentru echipamentele aferente retelei de restaurante Pizza Hut® si/sau KFC®, numai cu aprobarea prealabila a Bancii si cu conditia prezentarii de documente jusitificative agreate de Banca (contracte, facturi, orice documente considerate necesare de catre Banca, etc);*

   - ***Sub-limita 2:** in suma de **114.583,27 EUR**, utilizata integral de catre Imprumutatul US FOOD NETWORK S.A., pentru finantarea Contractului de imprumut incheiat intre US FOOD NETWORK S.A. si US FOOD NETWORK SRL – Republica Moldova, care*

is acting as borrower, co-debtor and real guarantor, together with US Food Network SA (as borrower, co-debtor and real guarantor), California Fresh Flavor SRL (as borrower, co-debtor and real guarantor) and Sphera Franchise Group SA (as borrower, co-borrower and real guarantor) up to an amount of **42.169.413,23 EUR**, which will be used according to the specific terms and conditions provided in the **Addendum no. 43 to the Agreement**, as well as according to the general terms and conditions of the Loan Agreement no. 120 of 31.10.2006 with the subsequent amendments.

2. **Approval of all sub-limits corresponding to the credit facility** granted by Alpha Bank Romania SA (the "Bank"), by way of **Addendum no. 43** to the **Facility Agreement no. 120** from October 31, 2006 (the "Facility Agreement"), respectively the **Term Credit Facility Agreement** no. 120/2006/1 from October 31, 2006, (the "Term Credit Facility Agreement"), under which the Company is acting as borrower, co-debtor and real guarantor, together with US FOOD NETWORK SA (as borrower, co-debtor and real guarantor), California Fresh Flavors SRL (as borrower, co-debtor and real guarantor) and Sphera Franchise Group SA (as borrower, co-debtor and real guarantor) within the amounts and under the conditions granted by the Bank, as follows:

   - ***Sub-limit 1: EUR 8.083.632,94,** 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.);*

   - ***Sub-limit 2: EUR 114.583,27** – 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* *a avut ca obiect finantarea costurilor de dezvoltare ale unui restaurant KFC® in Chisinau, Republica Moldova;*

of one KFC® restaurant in Chisinau, Republic of Moldova;

- ***Sub-limita 3**: in suma de **5.577.445,46 EUR**, utilizata integral de catre Imprumutatul US FOOD NETWORK S.A., pentru finantarea in proportie de 100% a Contractelor de imprumut incheiate intre US FOOD NETWORK S.A. si US FOOD NETWORK SRL Italia, avand drept obiect finantarea costurilor de dezvoltare de restaurante KFC® in Italia;*

- ***Sub-limit 3: EUR 5.577.445,46** – 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;*

- ***Sub-limita 4:** in suma de **3.182.296,89 EUR**, utilizata integral de catre Imprumutatul CALIFORNIA FRESH FLAVORS SRL, pentru finantarea/refinantarea a 100% (fara TVA) din costurile de dezvoltare (cheltuieli de constructie, costuri operationale, taxa franciza, etc) a retelei de restaurante TACO BELL® pe intreg teritoriul tarii;*

- ***Sub-limit 4: EUR 3.182.296,89** – 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® (California Fresh Flavors SRL) network of restaurants throughout the country;*

- ***Sub-limita 5:** in suma de **3.143.650,74 EUR**, utilizata integral de catre Imprumutatul SPHERA FRANCHISE GROUP S.A., pentru finantarea in proportie de 100% a Contractelor de imprumut incheiate intre SPHERA FRANCHISE GROUP S.A. si US FOOD NETWORK SRL Italia, avand ca obiect finantarea costurilor de dezvoltare de restaurante KFC® in Italia;*

- ***Sub-limit 5: EUR 3.143.650,74,** 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;*

- ***Sub-limita 6:** in suma de **1.884.530,32 EUR**, non-revolving, revocabila, utilizata integral de catre Imprumutatul US FOOD NETWORK S.A., pentru: (i) finantarea/refinantarea a 100% (fara TVA) din costurile de dezvoltare/investitie (cheltuieli de constructie, costuri operationale, taxa franciza, achizitie echipamente, etc.) a retelei de restaurante KFC® (US FOOD NETWORK S.A.) pe intreg teritoriul tarii, (ii) finantarea/refinantarea platilor de dividende, (iii) finantarea/refinantarea imprumuturilor acordate companiilor intra-grup AMERICAN RESTAURANT SYSTEM S.A. si CALIFORNIA FRESH FLAVORS SRL.*

- ***Sub-limit 6: EUR 1.884.530,32,** 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, etc.) of KFC® network throughout the country, (ii) financing/refinancing the dividend payment, (iii) financing/refinancing the Lona agreements signed by and between the intra-group companies AMERICAN RESTAURANT SYSTEM S.A. and CALIFORNIA FRESH FLAVORS SRL;*

- ***Sub-limita 7:** in suma de **20.183.273,61 EUR**, din care suma de 2.700.000,00 EUR utilizata la data semnarii prezentului act aditional, non-revolving, revocabila:*
  ***g^1)** Utilizabila de catre Imprumutatul US FOOD NETWORK S.A., avand drept destinatie: (i) finantarea/refinantarea a 100% (fara TVA) din costurile de dezvoltare/investitie (cheltuieli de constructie, costuri operationale, taxa franciza, achizitie echipamente, etc.) a retelei*

- ***Sub-limit 7: EUR 20.183.273,61,** of which EUR 2.700.000,00 used at the signing date of the Addendum, non-revolving, revocable**:***
  ***g^1)** 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, etc.) of the KFC® (US FOOD NETWORK SA) network of restaurants throughout the country, (ii) financing/refinancing the*

de restaurante KFC® (US FOOD NETWORK S.A.) pe intreg teritoriul tarii, (ii) finantarea/refinantarea platilor de dividende, (iii) finantarea/refinantarea imprumuturilor acordate companiilor intra-grup AMERICAN RESTAURANT SYSTEM S.A. si CALIFORNIA FRESH FLAVORS SRL.

g²) *Utilizabila de catre Imprumutatul SPHERA FRANCHISE GROUP S.A., avand drept destinatie: finantarea in proportie de 100% a Contractelor de imprumut incheiate cu US FOOD NETWORK SRL Italia, avand drept obiect finantarea costurilor de dezvoltare de restaurante KFC® in Italia.*

NOTA:

Sumele ramase disponibile in cadrul Sub-limitei 7 se vor putea activa si utiliza doar cu aprobarea prealabila a Bancii.

3. **Aprobarea prelungirii facilitatii de credit** in **suma maxima de 20.297.611,71 RON,** prin **Actul aditional nr. 4** la **Contractul de Facilitate de Linie Multi Optionala cu Functionalitate de Overdraft nr. 120/2006/2** din **09.12.2019,** precum si conform termenilor si conditiilor generale din Contractul de Credit nr. 120 din 31.10.2006, in care Societatea va avea calitatea de imprumutat si garant real, alaturi de American Restaurant System SA (codebitor si garant real), California Fresh Flavors SRL (codebitor si garant real) si Sphera Franchise Group SA (codebitor si garant real), durata Facilitatii de Credit fiind **pana la data de 31.10.2022.**

4. **Aprobarea prelungirii facilitatii de credit si a perioadei de utilizare/punere la dispozitie a fondurilor** aferente facilitatii acordata de Alpha Bank Romania S.A. (denumita in continuare "Banca"), conform ***Actului aditional nr. 4 la Contractului de facilitate de emitere de garantii bancare nr. 120/3 din 09.12.2019***, cu toate completarile si modificarile ulterioare, in care Societatea are calitatea de imprumutat, codebitor si garant, alaturi de societatile American Restaurant System SA (imprumutat, codebitor, garant), California Fresh Flavors SRL (imprumutat, codebitor, garant) si Sphera Franchise Group SA (imprumutat, codebitor, garant) si in termenii si conditiile Bancii, **pana la data de 31.10.2022.**

5. **Mentinerea tuturor garantiilor** anterior constituite in garantarea facilitatilor de credit mentionate mai sus, precum si a dobanzilor, dobanzilor majorate, costurilor si spezelor aferente si actualizarea acestora pana la noile valori ale facilitatilor.

dividend payment, (iii) financing/refinancing the Loan agreements signed by and between the intragroup 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 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 the KFC® brand in Italy.*

NOTE:

The amount remaining available in sub-limit 7 may be activated and used only with the priop approval of the Bank.

3. **Approval of the extension of credit facility in maximum amount of RON 20.297.611,71**, through **Addendum no. 4** to the **Optional Multi Line Facility Contract with Overdraft Functionality no. 120/2006/2 from 09.12.2019**, as well as according to the general terms and conditions of the Credit Agreement no. 120 of 31.10.2006, in which the Company is acting as co-debtor and real guarantor, together with US Food Network SA (as borrower and real guarantor), California Fresh Flavor SRL (as co-debtor and real guarantor) and Sphera Franchise Group SA (co-borrower and real guarantor), the term of the Credit Facility being **until October 31, 2022**.

4. **Approval of the Credit facility extension and of the period using/ drawing down of the funds** related to the facility granted by Alpha Bank Romania SA (the "Bank"), pursuant to Addendum no. 4 to the **Facility Agreement of issuing bank guarantees no. 120/3 dated December 9, 2019**, with all further changes and additions, in which the Company is acting as borrower, co-debtor and real guarantor, together with US Food Network SA (as borrower, co-debtor and real guarantor), California Fresh Flavor SRL (as co-debtor and real guarantor) and Sphera Franchise Group SA (co-borrower and real guarantor) and under the terms and conditions of the Bank, until **October 31, 2022**.

5. **Approval of the maintenance of all the guarantees** previously constituted, as well as of the interests, increased interests, costs and related expenses and their updates up to the new amounts of the facilities.

6. **Aprobarea** reconfirmarii incheierii si semnarii de catre Societate, prin reprezentantul/reprezentantii sau/sai legal/i, in calitate de imprumutat si garant real, cu Banca,
   - a actului aditional din 02.09.2021 la Contractul de credit cadru nr. 120 din 31.10.2006, privind actualizare definitii;
   - a Actului aditonal nr. 43 din 02.09.2021 la Contractul de facilitate de credit nr. 120/2006/1 din 31.10.2006, privind prelungirea si majorarea facilitatii de credit mentionate anterior;
   - a Actului aditional nr. 4 din 02.09.2021 la Contractul de facilitate de credit nr. 120/2006/2 din 09.12.2019, privind prelungirea facilitatii de credit mentionate anterior;
   - a Actului aditional nr. 4 la Contractul de facilitate de credit nr. 120/2006/3 din 09.12.2019 privind prelungirea facilitatii de credit mentionate anterior;
   - a Actului aditional nr. 3 din 02.09.2021 la Contractul de ipoteca mobiliara conturi curente nr. 628 din 19.03.2018;
   - a Actului aditional nr. 3 din 02.09.2021 la Contractul de ipoteca mobiliara polite nr. 647 din 19.03.2018;
   - a Actului aditional nr. 3 din 02.09.2021 la Contractul de ipoteca mobiliara fond de comert nr. 642 din 19.03.2018;
   - a Actului aditional nr. 4 din 02.09.2021 la Contractul de ipoteca mobiliara creante nr. 95 din 15.07.2014;
   - a Actului aditional nr. 4 din 02.09.2021 la Contractul de ipoteca mobiliara creante nr. 757 din 24.03.2017;
   - a Actului aditional nr. 1 din 02.09.2021 la Contractul de ipoteca mobiliara creante nr. 2835 din 09.12.2019.

7. **Imputernicirea** Directorului general al Societatii si/sau a oricaruia dintre membrii Consiliului de Administratie al Societatii, sa reprezinte, impreuna sau individual, cu puteri depline Societatea in relatia cu Alpha Bank Romania SA in vederea negocierii cu puteri depline si semnarii in mod valabil, in numele si pe seama Societatii a documentatiei necesare contractarii/utilizarii facilitatilor de credit mai sus mentionate, acordate Societatii prin (i) **Actul aditional nr. 43** *Contractul de Facilitate de Credit la Termen nr. 120/2006/1 din data de 31.10.2006*, respectiv (ii) **Actul aditional nr. 4** la *Contractul de Facilitate de Credit nr. 120/2006/2 din data de 09.12.2019* si (iii) **Actul aditional nr. 4** la *Contractul de facilitate de emitere de garantii bancare nr. 120/3* din 09.12.2019, precum si a oricaror acte necesare utilizarii creditului/cererilor de utilizare/ rambursare si/sau a oricaror altor documente necesare sau in legatura cu documentele mai sus mentionate precum si in vederea îndeplinirii

6. **Approval** of the reconfirmation of concluding and signing by and between the Company, through its legal representative (s), as a borrower and real guarantor, and the Bank, as follows:
   - Addendum/02.09.2021, to the Credit Agreement no. 120/31.10.2006, regarding the definitions updates;
   - Addendum no. 43/02.09.2021 to the Loan Facility Contract no. 120/2006/1 of 31.10.2006, regarding the extension and increase of the Credit Facility as mentioned before;
   - Addendum no. 4/02.09.2021 to Loan Facility Contract no. 120/2006/2 of 09.12.2019, regarding the extension of the Credit Facility as mentioned before;
   - Addendum no. 4 to Loan Facility Credit no. 120/2006/3 of 09.12.2019, regarding the extension of the Facility Credit as mentioned before;
   - Addendum no. 3 of 02.09.2021 to Movable mortgage on current accounts Contract no. 628 of 19.03.2018;
   - Addendum no.3 of 02.09.2021 to Polished movable mortgage contract no. 647 of 19.03.2018;
   - Addendum no. 3 of 02.09.2021 to the Contract for movable mortgage goodwill no. 642 of 19.03.2018;
   - Addendum no. 4 of 02.09.2021 to the contract of movable mortgage receivables no. 95 of 15.07.2014;
   - Addendum no. 4/02.09.2021 to the contract of movable mortgage receivables no. 757 din 24.03.2017;
   - Addendum no. 1/02.09.2021 to the contract of movable mortgage receivables no. 2835 din 09.12.2019.

7. **Empowering** the Chief Executive Officer ("CEO") of the Company and/or any member of the Company's Board of Directors, to represent the Company with full powers, in relation with Alpha Bank Romania SA, in order to negotiate with full powers and to validly sign, in the name and on behalf of the Company, of the necessary documentation for contracting/drawing down the above-mentioned credit facilities, granted to the Company through (i) **Addendum no. 43** to the *Term Loan Facility Agreement no. 120/2006/1 of 31.10.2006*, (ii) **Addendum no. 4** to the *Term Loan Facility Agreement no. 120/2006/2 dated December 9, 2019* and (iii) **Addendum no. 4** to *Loan Facility Agreement of issuing bank guarantees no. 120/3 dated December 9, 2019*, respectively any acts necessary for the use of the credit/applications for use/reimbursement 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

oricarei formalitati pentru punerea in executare a hotararilor de mai sus, decizia si semnatura sa/lor fiind opozabila Societatii, in limita mandatului acordat.

8. Aprobarea (i) semnarii **Actului aditional nr. 2** („Actul aditional") la Contractul de credit nr.2622PJ din data de 19.08.2020, astfel cum a fost modificat/completat ulterior prin acte aditionale („Contractul de credit"), prin care **se prelungeste perioada de utilizare a creditului contractat de catre Societate de la Banca Comerciala Intesa Sanpaolo Romania S.A.** („Banca"), in urmatoarele conditii:

- data maxima de utilizare a creditului: 17.08.2022;
- comisionul de gestiune de 0,1% pe an se va aplica la valoare prelungita a liniei de credit;
- se elimina conditia de la art. 10, punctul (2), litera b) din Actul aditional 1/21.01.2021 la Contract, respectiv ca "valoarea imprumuturilor acordate de catre companiile din grupul Garantului, sa nu depaseasca echivalentul sumei de 18.000.000 EUR (cu exceptia depasirii unice a limitei cu suma de 645.874 Eur, care a fost aprobata ca urmare a solicitarii Imprumutatului din data de 22.12.2020);

si **(ii)** ratificarii efectelor juridice produse de Facilitatea de credit mai sus mentionata, in perioada cuprinsa intre 18.08.2021 si/sau pana la data tinerii AGEA/semnarea efectiva a Actului aditional.

9. Imputernicirea Directorului general al Societatii si/sau a oricaruia dintre membrii Consiliului de Administratie al Societatii, sa reprezinte, impreuna sau individual, cu puteri depline Societatea in relatia cu Banca Comerciala Intesa Sanpaolo Romania SA („Banca"), in vederea negocierii cu puteri depline si semnarii in mod valabil, in numele si pe seama Societatii a documentatiei necesare contractarii/utilizarii facilitatii de credit mai sus mentionate, acordate Societatii prin **Actul aditional nr. 2** („Actul aditional") la Contractul de credit nr.2622PJ din data de 19.08.2020, astfel cum a fost modificat/completat ulterior prin acte aditionale („Contractul de credit"), precum si a oricaror acte necesare utilizarii creditului/cererilor de utilizare/ rambursare si/sau a oricaror altor documente necesare sau in legatura cu documentele mai sus mentionate precum si in vederea îndeplinirii oricarei formalitati pentru punerea in executare a hotararilor de mai sus, decizia si semnatura sa/lor fiind opozabila Societatii, in limita mandatului acordat.

<u>Participarea actionarilor la AGEA</u>

Avand in vedere contextul epidemiologic actual generat de noul coronavirus (SARS-Cov-2), Societatea recomanda asociatilor sa utilizeze mijloacele de comunicare la distanta in vederea participarii in cadrul AGEA, astfel incat ca

decisions, his decision and signature being opposable to the Company, within the limit of the mandate granted.

8. Approval of (i) signing Addendum no. 2 (the "Addendum") to the Credit Agreement no. 2622PJ from August 19, 2020 (the "Credit Agreement"), as further amended and supplemented (the "Credit Agreement"), through which is extended the period of using/drawing down the credit granted by Intesa Sanpaolo Commercial Bank Romania SA (the „Bank"), under the following conditions:

- maximum date of using/drawing down the funds is August 17, 2022;
- the management fee of 0.1% per year will be applied to the extended value of the credit line;
- the condition at art. 10 point (2), let. b) from Addendum 1/21.01.2021 to the Credit Agreement, namely "the value of the loans granted by the intra-group Companies, not to exceed the amount of EUR 18.000.000 (except the single exceeding of the limit with the amount of EUR 645,874, which was approved following the request of the Borrower dated 22.12.2020);

and **(ii)** ratification of all legal consequences produced by the Credit Facility mentioned above, in the period between 18.08.2021 and/or until the date of the EGMS / signing date of the Addendum.

9. Empowering the Chief Executive Officer (CEO) of the Company and/or any member of the Company's Board of Directors, to represent, together or individually, the Company with full powers, in relation with Intesa Sanpaolo Commercial Bank Romania SA, in order to negotiate with full powers and to validly sign, in the name and on behalf of the Company, of the necessary documentation for contracting/drawing down the above-mentioned credit facility, granted to the Company through **Addendum no. 2 (the "Addendum")** to the Credit Agreement no. 2622PJ dated August, 19, 2020, as further amended and supplemented through subsequent addendums (the "Credit Agreement"), respectively any acts necessary for the use of the credit/applications for use/reimbursement 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, his/their decision and signature being opposable to the Company, within the limit of the mandate granted.

<u>Shareholders' Participation in the EGMS</u>

Given the current epidemiological context generated by the new coronavirus (SARS-CoV-2), the Company suggest the shareholders to use the means of distance communication in order to participate in the EGMS, therefore **the participation within the EGMS to take**

participarea in cadrul AGEA sa aiba loc exclusiv prin corespondență.

Astfel, asociatii Societății isi vor exercita dreptul de vot exclusiv prin corespondență, **prin utilizarea formularului de buletin de vot pentru votul prin corespondență** atasat prezentului Convocator si inaintat Presedintelui Consiliului de administratie al Societatii prin e-mail cu semnătură electronică extinsă încorporată, la adresa de e-mail calin.ionescu@spheragroup.com, votul astfel exprimat fiind valabil dacă buletinul de vot este primit de către Presedintele Consiliului de Administratie al Societatii **cel tarziu la data AGEA ora 09:30 (ora României)**.

In cazul in care nu se indeplineste cvorumul statutar pentru adoptarea hotararilor AGEA convocate atunci, a doua convocare pentru sedinta AGEA avand aceeasi ordine de zi, ramane valabila pentru acelasi loc si la aceeasi ora, pentru data de 08.10.2021.

Documentia aferenta punctelor incluse pe ordinea de zi a AGEA, *i.e. documentatia de credit* sunt atasate prezentului Convocator.

La data convocării, capitalul social al Societății este format din 380.000 de parti sociale, fiecare parte sociala dând dreptul la un vot; prin urmare, numărul total de drepturi de vot la data convocării este de 380.000 drepturi de vot.

Bucuresti, 6 septembrie 2021

place exclusively by correspondence.

Thus, the shareholders shall exercise their right to vote exclusively by correspondence, **by using the ballot forms for voting by correspondence** attached to the present Convening Notice and submitted to the Chairman of the Board of Directors of the Company by e-mail having extended electronic signature attached, incorporated, at calin.ionescu@spheragroup.com, the vote thus expressed being valid if the ballot is received by the Chairman of the Board of Directors of the Company **the latest: at EGMS' date, 09:30 hours (Romania time)**.

In case at the first EGMS convening date, the statutory quorum for the EGMS in order to adopt the resolutions on the agenda according to the law is not met, then, the second EGMS shall be convened for October 8th, 2021, having the same agenda, at the same place and hour.

The documents related to the items included on the agenda of the EGMS, *i.e. the credit facility documentation* is attached to this Convening Notice.

As of the date of the convening, the Company's share capital is formed of 380.000 shares, each share giving the right to one vote; thus, the total number of voting rights as of the date of the convening is 380.000 voting rights.

Bucharest, September 6th, 2021

Digitally signed by
Calin-Viorel Ionescu
Date: 2021.09.06 17:25:05

Pentru si in numele /For and on behalf
US FOOD NETWORK SA
Chairman of the Bord of Directors
Calin-Viorel IONESCU