

To: *Bursa de Valori București S.A.*

*Autoritatea de Supraveghere Financiară*

## CURRENT REPORT 21/2022

According to Law nr. 24/2017 regarding issuers of financial instruments and market operations, ASF regulation nr. 5/2018 regarding the issuers of financial instruments and market operations and/or the Bucharest Stock Exchange Rulebook for Multilateral Trading System.

Date of report	<b>14.06.2022</b>
Name of the Company	<b>Roca Industry HOLDINGROCK1 S.A.</b>
Registered Office	<b>4 GARA HERASTRAU street, BUILDING A, Floor 3, Sector 2, Bucharest</b>
Phone	<b>+40 31 860 21 01</b>
Email	<b>investors@rocaindustry.ro</b>
Website	<b><a href="http://www.rocaindustry.ro">www.rocaindustry.ro</a></b>
Registration nr. with Trade Registry	<b>J40/16918/2021</b>
Fiscal Code	<b>RO 44987869</b>
Subscribed and paid share capital	<b>176,945,730 lei</b>
Total number of shares	<b>17,694,573</b>
Symbol traded instruments	<b>ROC1</b>
Market where securities are traded	<b>MTS AeRO Premium</b>

**Important events to be reported:** Resolution of the EGMS dated 14.06.2022

On 14.06.2022, starting with 11:00 AM, at the headquarters of the Company located in Bucharest, District 2, 4 Gara Herastrau Street, building A, 3<sup>rd</sup> floor, took place the Extraordinary General Meeting of Shareholders of Roca Industry HOLDINGROCK1 S.A. (the "Company"). The legal and statutory quorum was constituted at first convocation.

The resolution of the Extraordinary General Meeting of Shareholders of the Company is attached to this Current Report.

**Ioan-Adrian Bindea**

**President of the Board of Directors**

**DECISION OF THE EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS (EGMS) OF  
ROCA INDUSTRY HOLDINGROCK1 S.A.**

**DATED 14.06.2022**

Extraordinary General Meeting of Shareholders of ROCA INDUSTRY HOLDINGROCK1 S.A., a joint stock company, established and operating in accordance with the legislation of Romania, having its registered office in Gara Herăstrău Street no. 4, building A, floor 3, Sector 2, Bucharest, Romania, registered with the Bucharest Trade Register under no. J40/16918/2021, unique registration code 44987869, with a subscribed and paid-in share capital of RON 176,945,730, divided into 17,694,573 registered shares in dematerialized form with a nominal value of 10 lei each (hereinafter referred to as “the **Company**” or “**Roca Industry**”), assembled on 14.06.2022, at 11:00, at the first convocation, at the address of the registered office of the Company located in Gara Herăstrău street no. 4, building A, floor 3, Sector 2, Bucharest, Romania, chaired by Mr. Ioan-Adrian Bindea, as Chairman of the Board of Directors, having as secretary of the meeting elected Ms. Oana Maria Berbece and as technical secretary Ms. Ioana Lambrinoc,

according to the list of present shareholders, Annex 1 to the Minutes of the Extraordinary General Meeting of Shareholders dated 14.06.2022, the meeting of the Extraordinary General Meeting of Shareholders (“**EGMS**”) was attended by shareholders representing 72.93444% of the share capital and 72.93444% of the number of existing voting rights, thus meeting the quorum required for the adoption of this EGMS Decision,

**Considering:**

- The provisions of the Companies Law no. 31/1990, republished, with subsequent amendments (“**Companies Law**”), of Law no. 24/2017 on issuers of financial instruments and market operations, as subsequently amended and supplemented (“**Law no. 24/2017**”), Regulation no. 5/2018 on issuers of financial instruments and market operations, as subsequently amended and supplemented (“**Regulation No. 5/2018**”) and the Company’s Articles of Incorporation (“**Articles of Incorporation**”);
- The fact that, in accordance with the Articles of Incorporation of the Company, the EGMS was convened through the convening notice of 10 May 2022 by the Board of Directors,

through the convening notice published in the Official Gazette Part IV, no. 02013 dated 12 May 2022, in the newspaper Romania Libera dated 13-15 May 2022, and on the Company's website at [www.rocaindustry.ro](http://www.rocaindustry.ro), section Investors > General Meeting of Shareholders, on 11 May 2022;

- The fact that, at the EGMS meeting of 14.06.2022 were present/represented only the shareholders of the Company registered in the shareholders register (kept by Depozitarul Central S.A.) until the end of 3 June 2022, marked as Reference Date;
- The fact that, during the EGMS meeting, the minutes were drawn up containing all the debates, objections and votes of the shareholders present or validly represented or which voted validly by correspondence, and which formed the basis for issuing this EGMS Decision, in accordance with the Articles of Incorporation;
- The fact that all the conditions provided by the Articles of Incorporation have been met,

**also considering that:**

- The Company is the sole shareholder of **NATIVEROCK1 S.R.L.**, a limited liability company established and operating in accordance with the laws of Romania, having its registered office at 4 Gara Herăstrău Street, Building A, 3rd Floor, District 2, Bucharest, Romania, registered with Bucharest Trade Registry under no. J40/7392/2022, Unique Registration Code 45986098, subscribed and paid-up share capital of RON 100, divided into 10 shares with a nominal value of RON 10 each ("**Nativerock1**").
- Nativerock1 intends to acquire 100% of the shares ("**Shares**") issued by **DIAL S.R.L.**, a limited liability company, established and operating in accordance with the laws of Romania, with its registered office at 17 Șoseaua Constanței Street, Hârșova Locality, Hârșova City, Constanta County, Romania, registered with Constanta Trade Registry under no. J13/5526/1994, Unique Registration Code 6776141, ("**Dial**"), meaning a number of 1,060 shares, each with an individual nominal value of RON 10 and a total nominal value of RON 10,600, for a purchase price ("**Equity Price**") of maximum EUR 14,000,000 (EUR fourteen million) (the "**Transaction**").
- The Transaction will be implemented and finalized in accordance with the terms and conditions of the sale and purchase of shares agreement ("**SPA**") concluded on 28.04.2022, between Nativerock1, as buyer, and the sole shareholder of Dial, as seller.

Pursuant to the SPA, the Equity Price is to be paid in part upon or immediately following completion of the Transaction and in part thereafter, no later than the first quarter of 2023;

- For the purpose of the Transaction, Nativerock1 requires financing, which will be provided:
  - i) in part by a credit facility agreement, inter alia, between Nativerock1, as *borrower*, and a commercial bank in Romania, as *financing party* (the "**Credit Agreement**"). It is intended that the total amount to be borrowed under the Credit Agreement will be a maximum of EUR 11,400,000 (amount intended for the partial payment of the Share Price and the refinancing of loans previously contracted by Dial, payable in EUR or RON equivalent at the exchange rate on the date of payment) plus RON 37,120,000 (amount to be accessed by Dial - subsequent to the completion of the Transaction and Dial's access to the Credit Agreement as *borrower* - to finance Dial's current activities, i.e. the financing/refinancing of Dial's purchase of equipment); and
  - ii) partly through intra-group financing, in a maximum amount of EUR 6,500,000, representing the difference between the Share Price and the amount borrowed under the Credit Agreement for the partial payment of the Share Price – thus requiring financial support from the group, including the Company;
- The Company has sufficient financial resources to grant a loan to Nativerock1 for the purpose referred to in paragraph (C) ii) above, such that between the Company, as lender, and Nativerock1, as borrower, a loan agreement (the "**Intra-Group Loan Agreement**") is considered to be entered into for a borrowed amount of maximum EUR 6,500,000 and for a term not exceeding 5 years, under conditions similar to those existing on the Romanian credit market;
- For securing all or part of the obligations of Nativerock1 and the other obligors under or in connection with the Credit Agreement, consideration shall be given to the provision of certain guarantees as follows:
  - i) first-class movable mortgage on all present and future bank accounts opened by Nativerock1 with a commercial bank in Romania ("**Mortgage on Nativerock1 accounts**");
  - ii) first-class movable mortgage on all present and future bank claims of Nativerock1 arising from the SPA ("**Mortgage on Nativerock1 SPA claims**");

- iii) first-class movable mortgage on all present and future shares issued by Nativerock1 and held by the Company ("**Mortgage on Nativerock1 shares**");
- iv) after the transaction closing, first-class movable mortgage on all present and future shares issued by Dial and held by Nativerock1 ("**Mortgage on Dial shares**");

It is intended that such movable mortgage agreements to be entered into by the Company and/or Nativerock1, referred to at i) to iv) above, to guarantee the obligations to be undertaken by Nativerock1, as borrower, and/or other obligors under the Credit Agreement, namely the guarantee of all amounts borrowed under all credit agreements approved by this Resolution, as well as any interest, fees, costs, penalties and other amounts incidental thereto, as shall be provided for in the Credit Agreement.

For the avoidance of doubt, Roca Industry's liability in connection with guaranteeing the obligations of the obligors under or in connection with the Credit Agreement and the other ancillary documents shall be limited to the security provided under the Mortgage on Nativerock1 shares.

In order to properly authorize all of the above at Nativerock1 level, the Company, as sole shareholder of Nativerock1, intends to adopt a resolution of the sole shareholder of Nativerock1 approving the creation of the aforementioned guarantees, as well as the empowerment of one or more persons to carry out the appropriate actions to implement such resolution of the sole shareholder of Nativerock1;

- v) after Transaction closing, certain movable and immovable mortgages on movable and immovable property, respectively, owned by Dial, to be determined/individualized later.

It is intended that such movable mortgage agreements to be entered into by Dial, as described above and/or as may be subsequently agreed, to secure the obligations to be undertaken by Dial, as borrower and/or other obligors under the Credit Agreement, guaranteeing those amounts borrowed under the Credit Agreement, i.e. to guarantee

all amounts borrowed under all credit agreements approved by this Resolution that will be used for the refinancing of loans previously contracted by Dial, for financing Dial's current activity, i.e. financing/refinancing the acquisition of equipment by Dial, as well as any interest, fees, costs, penalties and other amounts incidental thereto, as provided for in the Credit Agreement.

In order to properly authorize all of the above at Dial level, Nativerock1, as sole shareholder of Dial, intends to adopt a resolution of the sole shareholder of Dial approving the establishment of the aforementioned guarantees as well as empowering one or more persons to carry out the appropriate actions to implement that resolution of the sole shareholder of Dial;

- In connection with the Credit Agreement, it is intended that a subordination agreement (the "**Subordination Agreement**") will be concluded between the Company, Nativerock1 and, upon closing of the Transaction, Dial, as well as the commercial bank, whereby any debts of Nativerock1 and/or Dial to any of the Subordinated Lenders (including the Company) is to be subordinated to the reimbursement of any obligations of Nativerock1 and/or Dial to the commercial bank under the Credit Agreement;

**as well as the agenda for the EGMS meeting of 14.06.2022, briefly described below:**

1. **Approval** of Transaction, respectively the purchase by Nativerock1 of a number of 1,060 shares, each with an individual nominal value of RON 10 and a total nominal value of RON 10,600, representing all the shares issued by Dial, for a maximum purchase price of EUR 14,000,000 (EUR fourteen million).
2. **Approval** of the establishment by the Company of a first rank movable mortgage on all present and future shares issued by Nativerock1 and held by the Company.
3. **Approval** of the subordination to the lending commercial bank of any and all rights and claims, present and future of the Company to each of Nativerock1 and Dial.
4. **Approval** of the adoption and signing by the Company, as sole shareholder of Nativerock1, of a decision of the sole shareholder of Nativerock1 approving all necessary actions in connection with contracting the aforementioned credit facility in connection with the Transaction.

5. **Approval** of the granting by the Company of a loan to Nativerock1, in order to cover the difference between the Share Price and the amount borrowed under the Credit Agreement intended for the partial payment of the Share Price, in a maximum amount EUR 6,500,000, and for a term which may not exceed 5 years.
6. **Approval** of the empowerment of the CEO, Mr. Liviu-Ionel Stoleru (the "**Representative**"), with full powers and authority, to act in the name, on behalf of and in the interest of the Company, to carry out all necessary actions in relation to the above items.
7. **Approval** of the empowerment of the General Manager, Mr. Liviu-Ionel Stoleru, for signing on behalf of the shareholders the EGMS decision, as well as all the documents to be adopted by the EGMS and the fulfillment of all the legal formalities for the enforcement and registration of the adopted decisions, with the possibility of sub-mandate to third parties.

**Shareholders present or validly represented or who voted validly by correspondence, confirming the above-mentioned agenda, adopted the following decisions:**

**Decision no. 1**

Validly present or represented or voting validly by correspondence, shareholders holding 12,905,437 voting rights, representing 72.93444% of the share capital, and 72.93444% of the total voting rights,

A number of 12,487,134 votes representing 12,487,134 shares, 96.75871% of the total voting rights held by the shareholders present or validly represented or who have validly voted by mail, 70.57042% of the share capital and 70.57042% of the total voting rights, having been validly expressed;

With 12,487,134 valid votes cast "for" shareholders representing 96.75871% of the number of votes held by shareholders present, represented or who cast their vote by mail, 70.57042% of the share capital and 70.57042% of the total voting rights,

With 0 valid votes cast "against" the shareholders representing 0% of the total number of votes held by the shareholders present, represented or who cast their vote by correspondence, 0% of the share capital and 0% of the total voting rights;

Having been 418,303 abstentions or unspoken votes:

**It is approved** the Transaction, respectively the purchase by Nativerock1 of a number of 1,060 shares, each with an individual nominal value of RON 10 and a total nominal value of RON 10,600, representing all the shares issued by Dial, for a maximum purchase price of EUR 14,000,000 (EUR fourteen million).

### **Decision no. 2**

Validly present or represented or voting validly by correspondence, shareholders holding 12,905,437 voting rights, representing 72.93444% of the share capital, and 72.93444% of the total voting rights,

A number of 12,487,134 votes representing 12,487,134 shares, 96.75871% of the total voting rights held by the shareholders present or validly represented or who have validly voted by mail, 70.57042% of the share capital and 70.57042% of the total voting rights, having been validly expressed;

With 12,487,134 valid votes cast "for" shareholders representing 96.75871% of the number of votes held by shareholders present, represented or who cast their vote by mail, 70.57042% of the share capital and 70.57042% of the total voting rights,

With 0 valid votes cast "against" the shareholders representing 0% of the total number of votes held by the shareholders present, represented or who cast their vote by correspondence, 0% of the share capital and 0% of the total voting rights;

Having been 418,303 abstentions or unspoken votes:

**It is approved** the establishment by the Company of a first rank movable mortgage on all present and future shares issued by Nativerock1 and held by the Company, as well as the negotiation, signing, completion, implementation and execution by the Company, as mortgagee, of the Mortgage Agreement on the Shares of Nativerock1.

### **Decision no. 3**

Validly present or represented or voting validly by correspondence, shareholders holding 12,905,437 voting rights, representing 72.93444% of the share capital, and 72.93444% of the total voting rights,



A number of 12,474,763 votes representing 12,474,763 shares, 96.66285% of the total voting rights held by the shareholders present or validly represented or who have validly voted by mail, 70.50050% of the share capital and 70.50050% of the total voting rights, having been validly expressed;

With 12,474,763 valid votes cast "for" shareholders representing 96.66285% of the number of votes held by shareholders present, represented or who cast their vote by mail, 70.50050% of the share capital and 70.50050% of the total voting rights,

With 0 valid votes cast "against" the shareholders representing 0% of the total number of votes held by the shareholders present, represented or who cast their vote by correspondence, 0% of the share capital and 0% of the total voting rights;

Having been 430,674 abstentions or unspoken votes:

**It is approved** the subordination to the lending commercial bank of any and all rights and claims, present and future of the Company to each of Nativerock1 and Dial, as well as the negotiation, signing, completion, implementation and enforcement by the Company as a subordinate creditor, of the Subordination Agreement.

#### **Decision no. 4**

Validly present or represented or voting validly by correspondence, shareholders holding 12,905,437 voting rights, representing 72.93444% of the share capital, and 72.93444% of the total voting rights,

A number of 12,487,134 votes representing 12,487,134 shares, 96.75871% of the total voting rights held by the shareholders present or validly represented or who have validly voted by mail, 70.57042% of the share capital and 70.57042% of the total voting rights, having been validly expressed;

With 12,487,134 valid votes cast "for" shareholders representing 96.75871% of the number of votes held by shareholders present, represented or who cast their vote by mail, 70.57042% of the share capital and 70.57042% of the total voting rights,

With 0 valid votes cast "against" the shareholders representing 0% of the total number of votes held by the shareholders present, represented or who cast their vote by correspondence, 0% of the share capital and 0% of the total voting rights;

Having been 418,303 abstentions or unspoken votes:

**It is approved** the adoption and signing by the Company, as sole shareholder of Nativerock1, of a decision of the sole shareholder of Nativerock1 approving, inter alia, the following:

- a. contracting, negotiating, signing, completing, implementing and executing by Nativerock1, of the Credit Agreement, as a borrower;
- b. the signing by Nativerock1, for acknowledgment, of the Mortgage Agreement on the Shares of Nativerock1, and the establishment by the Company of the mortgage that will be provided in this agreement, for the purposes mentioned in the preamble to this convening notice;
- c. the establishment of a first-class mortgage on all bank accounts, present and future, opened by Nativerock1 with the commercial lending bank, as well as the negotiation, signing, completion, implementation and execution by Nativerock1, as mortgage guarantor, of the Mortgage Agreement on Nativerock1 accounts;
- d. the establishment of a first rank movable mortgage on all present and future claims of Nativerock1 resulting from SPA, as well as the negotiation, signing, completion, implementation and execution by Nativerock1, as mortgage guarantor, of the Mortgage Agreement on Nativerock1 accounts;
- e. the subordination to the lending commercial bank of any and all rights and claims, present and future of Nativerock1 to Dial, as well as the negotiation, signing, completion, implementation and enforcement by Nativerock1, as a subordinated creditor, of the Subordination Agreement;
- f. subject to and after completion of the Transaction (according to the SPA):
  - i. the establishment of a first-class movable mortgage on all present and future shares issued by Dial and held by Nativerock1, as well as the negotiation, signing, completion, implementation and execution by Nativerock1, as mortgage guarantor, of a mortgage agreement on the shares of Dial - Mortgage on Dial Shares;
  - ii. the adoption and signing by Nativerock1, as the sole shareholder of Dial, of a decision of the sole shareholder of Dial approving the negotiation, signing, completion, implementation and execution by Dial of all documents related to the financing transaction envisaged by the Dial

Credit Agreement, including but not limited to the following: (a) an Act of Accession by which Dial will acquire the status of Borrower in connection with the Credit Agreement; (b) the Mortgage Agreement on the Shares of Dial, including the establishment by Nativerock1 of the mortgage that will be provided in this contract, for the purposes mentioned in the preamble to this call; (c) any and all movable and immovable mortgages that are ancillary to the Credit Agreement, as may be determined thereafter, including the provision of collateral to be considered by them, for the purposes set out in the preamble to this judgment; (d) the Subordination Agreement; (e) authorize one or more persons to act in the name, on behalf of and in the interest of Dial to implement the judgment of Dial's sole shareholder in the matters referred to above, including, without limitation, the adoption of any and all necessary measures or recommended for this purpose, as well as the negotiation, handwritten signing, completion, implementation and execution, in the name and on behalf of Dial, of the documents to be mentioned in that decision; and (f) any other ancillary matters or in connection with the matters referred to above.

- iii. the adoption and signing by Nativerock1, as a sole shareholder of Dial, of a decision of the sole shareholder of Dial approving the establishment of a first rank mortgage on bank accounts, present and future, opened by Dial at the commercial lending bank and on movable and immovable property owned by Dial, which will be determined / individualized at a later date, including, but not limited to, receivables, stocks, trademarks or insurance policies), in order to guarantee the obligations to be assumed by Dial as a borrower, based on the Credit Agreement, approved by this Decision, which will be used to refinance the loans previously contracted by Dial, to finance Dial's current business, respectively to finance / refinance the purchase of equipment by Dial, as well as any interest, commissions, costs, penalties and other accessory amounts thereof, as they will be provided in the Credit Agreement, as well as the granting

- power of attorney to one or more persons, for carrying out the appropriate actions for the implementation of that decision of the sole partner of Dial.
- g. granting power of attorney to Mr. Ioan Adrian Bindea, as sole manager of Nativerock1, with the possibility of sub-delegation, to act in the name, on behalf of and in the interest of Nativerock1 with full authority and powers for the implementation of the decision of the sole partner of Nativerock1 mentioned above, including, without limitation, the adoption of any and all necessary or recommended measures for this purpose, as well as the negotiation, handwriting, completion, implementation and enforcement, in the name and on behalf of Nativerock1, of all documents to be mentioned in that decision of the sole shareholder of Nativerock1, including, without limitation, the Credit Agreement, the Subordination Agreement, the guarantee documents to be entered into by Nativerock1, and, subject to and after the SPA), the adoption and signing, in the name and on behalf of Nativerock1, as sole shareholder, of the Dial's unique feature mentioned above. According to art. 2016 (3) of the Civil Code, the mandate thus to be granted will extend to all acts necessary for its fulfillment, even if they have not been expressly mentioned. This mandate will remain in force until the execution of all the actions provided for above or until its revocation, notified in writing to the agent.

#### **Decision no. 5**

Validly present or represented or voting validly by correspondence, shareholders holding 12,905,437 voting rights, representing 72.93444% of the share capital, and 72.93444% of the total voting rights,

A number of 12,487,134 votes representing 12,487,134 shares, 96.75871% of the total voting rights held by the shareholders present or validly represented or who have validly voted by mail, 70.57042% of the share capital and 70.57042% of the total voting rights, having been validly expressed;

With 12,487,134 valid votes cast "for" shareholders representing 96.75871% of the number of votes held by shareholders present, represented or who cast their vote by mail, 70.57042% of the share capital and 70.57042% of the total voting rights,

With 0 valid votes cast "against" the shareholders representing 0% of the total number of votes held by the shareholders present, represented or who cast their vote by correspondence, 0% of the share capital and 0% of the total voting rights;

Having been 418,303 abstentions or unspoken votes:

**It is approved (a)** the granting by the Company of a loan to Nativerock1, in order to cover the difference between the Share Price and the amount borrowed under the Credit Agreement intended for the partial payment of the Share Price, in a maximum amount EUR 6,500,000, and for a term which may not exceed 5 years, under conditions similar to those existing on the Romanian lending market, for which purpose between the Company, as creditor, and Nativerock1, as debtor, the conclusion of the Intra-Group Loan Agreement is considered, as well as **(b)** negotiation, signing, completion, implementation and execution by the parties of the Intra-Group Loan Agreement.

#### **Decision no. 6**

Validly present or represented or voting validly by correspondence, shareholders holding 12,905,437 voting rights, representing 72.93444% of the share capital, and 72.93444% of the total voting rights,

A number of 12,487,134 votes representing 12,487,134 shares, 96.75871% of the total voting rights held by the shareholders present or validly represented or who have validly voted by mail, 70.57042% of the share capital and 70.57042% of the total voting rights, having been validly expressed;

With 12,487,134 valid votes cast "for" shareholders representing 96.75871% of the number of votes held by shareholders present, represented or who cast their vote by mail, 70.57042% of the share capital and 70.57042% of the total voting rights,

With 0 valid votes cast "against" the shareholders representing 0% of the total number of votes held by the shareholders present, represented or who cast their vote by correspondence, 0% of the share capital and 0% of the total voting rights;

Having been 418,303 abstentions or unspoken votes:

**It is approved** the empowerment of the General Manager, Mr. Liviu-Ionel Stoleru (the “Representative”), with full powers and authority, to act in the name, on behalf of and in the interest of the Company, for the following:

- a. the negotiation, handwritten signing, preparation, implementation and execution, in the name and on behalf of the Company, of the Mortgage Agreement on the Shares of Nativerock1, intended to be concluded by the Company, in any form that the Representative, at its discretion, will consider it to be in the interest of the Company;
- b. the negotiation, handwritten signing, completion, implementation and execution, in the name and on behalf of the Company, of the Subordination Agreement, intended to be concluded by the Company, in any form that the Representative, at its discretion, will consider in the interest of the Company;
- c. the negotiation, handwritten signing, preparation, implementation and execution, in the name and on behalf of the Company, of the Intra-group Loan Agreement, intended to be concluded by the Company, in any form that the Representative, at its discretion, will considers it in the interest of the Company;
- d. handwritten signing, completion, implementation and execution, in the name and on behalf of the Company, of any other documents and / or contracts and performing any actions necessary to carry out the decisions taken, including, without limitation, any contracts, requests / requests , documents, certificates, notifications, letters, additional documents, powers of attorney, confirmations, waivers or formalities, which may be necessary on the basis of or in connection with the decisions taken and to carry out any and all actions provided above, which the Representative, at his discretion will consider them to be in the interest of the Company;
- e. the registration of the Mortgage Agreement on the Shares of Nativerock1 in all relevant registers (including, without limitation, the National Register of Mobile Advertising) and in any registers of the Company or Nativerock1 (including the register of associates, as applicable), according to the applicable legal provisions, and the completion of any formalities, the signing of any documents and the taking of any necessary or advisable measures for the mortgage constituted under the Mortgage Agreement on the Shares of Nativerock1 to produce legal effects;

- f. carrying out any formalities and taking any necessary or recommended measures for the above-mentioned documents, intended to be signed by the Company, to produce legal effects; and
- g. empowering any third party, at its discretion, to negotiate, amend and sign any other documents that may be necessary in connection with the implementation of the decisions taken.

According to art. 2016 (3) of the Civil Code, the mandate that will be thus granted to the Representative will be extended to all the acts necessary for its fulfillment, even if they were not expressly mentioned above. This mandate will remain in force until all the above actions have been carried out or until its revocation has been notified in writing to the Representative.

#### **Decision no. 7**

Validly present or represented or voting validly by correspondence, shareholders holding 12,905,437 voting rights, representing 72.93444% of the share capital, and 72.93444% of the total voting rights,

A number of 12,487,134 votes representing 12,487,134 shares, 96.75871% of the total voting rights held by the shareholders present or validly represented or who have validly voted by mail, 70.57042% of the share capital and 70.57042% of the total voting rights, having been validly expressed;

With 12,487,134 valid votes cast "for" shareholders representing 96.75871% of the number of votes held by shareholders present, represented or who cast their vote by mail, 70.57042% of the share capital and 70.57042% of the total voting rights,

With 0 valid votes cast "against" the shareholders representing 0% of the total number of votes held by the shareholders present, represented or who cast their vote by correspondence, 0% of the share capital and 0% of the total voting rights;

Having been 418,303 abstentions or unspoken votes:

**It is approved** the empowerment of the General Manager, Mr. Liviu-Ionel Stoleru, for signing on behalf of the shareholders the EGMS decision, as well as all the documents to be adopted by the EGMS and the fulfillment of all the legal formalities for the enforcement and registration of the adopted decisions, with the possibility of sub-mandate to third parties. Within the mandate

granted, Mr. Liviu-Ionel Stoleru, as well as any of his sub-agents, will be able, without being limited to such, to fulfill all the formalities necessary for signing in the name and on behalf of the shareholders of all the documents necessary for the implementation of the EGMS decision, as well as to carry out any steps and formalities necessary for the implementation and registration of the decisions adopted by the shareholders.

***This Decision was adopted, in accordance with the legal provisions in force, as well as with the provisions of the Articles of Incorporation of the Company and with the minutes of the EGMS of 14.06.2022.***

Written and signed today, 14.06.2022, in 4 (four) originals.

Chairman of the EGMS

Mr. Ioan-Adrian Bindea

Meeting secretary

Ms. Oana Maria Berbece

Technical secretary

Ms. Ioana Lambrinoc

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