

**DRAFT RESOLUTIONS OF  
THE ORDINARY GENERAL MEETING OF THE SHAREHOLDERS OF AEROSTAR S.A.  
HELD ON JULY 4<sup>th</sup>/5<sup>th</sup>, 2024**

**The Ordinary General Meeting of Shareholders (OGMS) of AEROSTAR S.A. (the “Company”)**, with the head office in Bacău, 9<sup>th</sup> Condorilor Street, registered with the National Trade Register Office under number J04/1137/1991 and having sole registration number 950531, convened and conducted in accordance with statutory provisions on the date of July 4<sup>th</sup>/5<sup>th</sup>, 2024, where xx,xxxx% of the share capital was present or represented, that is xxx.xxx.xxx shares of the total of 152.277.450 shares,

Based on the Law on Companies no 31/1990, republished, the Law no. 24/2017 regarding the issuers of financial instruments and market operations, the A.S.F. (Financial Supervisory Authority) Regulation no. 5/2018 regarding the issuers of financial instruments and market operations, and of the Constitutive Deed of the Company,

**DECIDES:**

**DRAFT RESOLUTION no. 15**

**Sole article.** Approves [*by a majority/with unanimity of the votes cast*], in accordance with the provisions of art. 129, paragraph (2) and paragraph (5) of the Law no. 31/1990 on companies, the election of the General Meeting’s secretariate, composed from:

1. [*Mr./Mrs. (name, surname)*] – Secretary designated from among the company’s shareholders
2. Mr. Razvan-Alexandru BEJENARU – Technical secretary.

**DRAFT RESOLUTION no. 16**

**Article 1.** Approves [*by a majority/with unanimity of the votes cast*] the formation of a Board of Directors, comprised of seven (7) members – natural persons – for the mandate beginning July 11<sup>th</sup>, 2024.

**Article 2.** Elects, by secret ballot, the members of the Board of Directors of the Company, for a 4-year mandate, starting July 11<sup>th</sup>, 2024 and up to July 10<sup>th</sup>, 2028, respectively:

1. [*mr./mrs. (name, surname)*], [*by a majority/with unanimity of the votes cast*];
2. [*mr./mrs. (name, surname)*], [*by a majority/with unanimity of the votes cast*];
3. [*mr./mrs. (name, surname)*], [*by a majority/with unanimity of the votes cast*];
4. [*mr./mrs. (name, surname)*], [*by a majority/with unanimity of the votes cast*];
5. [*mr./mrs. (name, surname)*], [*by a majority/with unanimity of the votes cast*];
6. [*mr./mrs. (name, surname)*], [*by a majority/with unanimity of the votes cast*];
7. [*mr./mrs. (name, surname)*], [*by a majority/with unanimity of the votes cast*];

**Article 3.** Starting July 11<sup>th</sup>, 2024, the Board of Directors member mandate for [*mr./mrs. (name, surname)*], ceases by law.

**Article 4.** The General Meeting of the Shareholders takes note of the resolutions adopted by the Board of Directors, on their first held meeting, regarding:

1. The election of [*mr./mrs. (name, surname)*] as President of the Board of Directors;
2. The election of [*mr./mrs. (name, surname)*] as Vice-president of the Board of Directors;
3. The election of [*mr./mrs. (name, surname)*] as General Director of the Company;
4. The election of [*mr./mrs. (name, surname)*] as Financial Director of the Company;

#### **DRAFT RESOLUTION no. 17**

**Article 1.** Approves [*by a majority/with unanimity of the votes cast*] the establishment, for each of the members of the Board of Directors, for the financial year 2024 (July 11<sup>th</sup>, 2024 to December 31<sup>st</sup>,2024) of a monthly, net, fixed remuneration of the equivalent in LEI of 1.000 EURO.

**Article 2.** Approves [*by a majority/with unanimity of the votes cast*] the establishment of the maximum level of the supplemental remunerations for the members of the Board of Directors that also have executive duties, to a monthly, net, fixed value of maximum ten (10) times (inclusively) the remuneration established for a member of the Board of Directors, in accordance with Article 1.

#### **DRAFT RESOLUTION no. 18**

**Article 1.** Approves [*by a majority/with unanimity of the votes cast*] the establishment of the general conditions of the mandate contracts that will be signed with the members of the Board of Directors, for the mandate beginning July 11<sup>th</sup>, 2024, in accordance with the model attached to the current resolution.

**Article 2.** Approves [*by a majority/with unanimity of the votes cast*] the empowering of *mr./mrs. ....* as a representative of the General Meeting of the Shareholders, to edit and sign, with every member of the Board of Directors, the mandate contract respective to them.

#### **DRAFT RESOLUTION no. 19**

**Article 1.** Elects, by secret ballot, the members of the Audit Committee, in accordance with art. 65 of the Law no. 162/2017 regarding the statutory audits of the annual financial situations and the consolidated annual financial situations, for the period between July 11<sup>th</sup>, 2024 – July 10<sup>th</sup>, 2028, respectively:

1. **Mr. Daniel BOTEZ**, as a **member of the Audit Committee**, [*by a majority/with unanimity of the votes cast*];
2. **Mr. Florin RADU**, as a **member of the Audit Committee**, [*by a majority/with unanimity of the votes cast*].

**Article 2.** Approves [*by a majority/with unanimity of the votes cast*] the establishment of the remuneration for members of the Audit Committee, for the activity performed starting July 11<sup>th</sup>, 2024, to a monthly fixed value of half (50%) of the value of the fixed remuneration established for the members of the Board of Directors for their mandate beginning July 11<sup>th</sup>, 2024.

**Article 3.** Approves [*by a majority/with unanimity of the votes cast*] the establishment of the general conditions of the contracts that will be signed with the members of the Audit Committee, for the activity performed beginning July 11<sup>th</sup>, 2024, in accordance with the model attached to the current resolution.

**DRAFT RESOLUTION no. 20**

**Sole Article.** Approves [*by a majority/with unanimity of the votes cast*] the date of **July 23<sup>rd</sup>, 2024** as **Record Date** (*ex-date*, **July 22<sup>nd</sup>, 2024**) for the shareholders under the effect of the resolutions adopted by the General Meeting of the Shareholders.

**DRAFT RESOLUTION no. 21**

**Sole Article.** Approves [*by a majority/with unanimity of the votes cast*], to empower the General Director of the Company, Mr. ...., with the possibility of substitution, to:

- a) sign on behalf of the Company and/or on behalf of the Company shareholders: the resolutions of the present Ordinary General Meeting of Shareholders, as well as all the documents prepared in the purpose to execute such resolutions, in relation to any natural or legal person, private or public; and
- b) perform all the legal formalities for registration, opposability, execution, and publication of the resolutions adopted.

**President of the Board of Directors  
of AEROSTAR S.A.,  
Grigore FILIP**

**AEROSTAR S.A. BACAU**

**TOTAL NUMBER OF SHARES AND VOTING RIGHTS  
ON THE DATE OF CONVENING OF THE  
ORDINARY GENERAL MEETING OF SHAREHOLDERS  
ON JULY 4<sup>th</sup>/5<sup>th</sup>, 2024**

The share capital of Aerostar S.A. Bacau in total amount of 48.728.784 lei is divided into 152.277.450 shares with nominal value of 0,32 lei / share.

All the shares of Aerostar S.A. Bacau are in a single class of shares and they are nominative, ordinary, dematerialized, indivisible, of equal value and equal rights.

**GMS Permanent Secretary,**

**Razvan-Alexandru BEJENARU**

## **ANNEX TO THE DRAFT RESOLUTION no. 18**

Support Documentation for Point no. 4 on the agenda in the Convening Notice for the General Meeting of Shareholders on the date of July 4<sup>th</sup>/5<sup>th</sup>, 2024

### ***Essential clauses of the mandate agreement***

#### **1. Scope of the agreement:**

The scope of the present mandate (administration) agreement is for the Principal (the Company) to empower the Director in the purpose to execute the position of Director (administrator) as a BoD member and to participate in lawful trade actions and activities on behalf of the company; to adopt and execute on behalf of the company any business decision as a BoD member in the purpose to achieve the object of activity of the company within the limits established by the legal regulations and dispositions, the constitutive deed, the decisions of the general meetings of shareholders, as well as provided in the present agreement.

*(In case an executive position is also entrusted)*

During the present agreement Mr. .... will also perform an executive position as .....  
Director of the company.

#### **2. Mandate Duration:**

The present agreement is made on a determined duration of 4 years starting with July 11<sup>th</sup>, 2024 and until July 10<sup>th</sup>, 2028.

#### **3. Remuneration:**

For the activity performed, the Director (administrator) will be remunerated as follows:

- a gross monthly amount of .....lei as a fixed allowance for the execution of the attributions arising as a member of the Board of Directors;
- *(in case an executive position is also entrusted)* a gross monthly amount of .....lei as fixed allowance for the execution of the attributions arising as ..... Director.

Whenever the General Meeting of Shareholders approves other amounts of the fixed and variable allowances, this will lead to renegotiate and adequately modify the present agreement.

#### **4. Content of the mandate entrusted:**

By making the present mandate agreement (administration) the following attributions, mainly, are delegated to the Director (administrator) as a BoD member:

- attend the meetings of the Board of Directors of the company and adopt by voting the decisions of this body;
- attend the meetings of the consultative committees of the Board of Directors and adopt by voting the proposals/ recommendations of these committees;
- attend in the execution of the control and monitoring activities performed by the Board of Directors on the company directors, as well as on the mode of organization and functioning of the company;
- follow-up and verification of the actual existence of the dividends paid;
- ensure the existence of the registries and other records requested by law and their correct keeping;

- ensure the exact execution of the decisions made by the general meeting of shareholders;
- strict compliance of the duties required by the legal regulations and dispositions, as well as by the constitutive deed;
- participation in preparing the report of the Board of Directors;
- make the communication and reporting releases (disclosures) as provided in the legal regulations and dispositions;
- respect all along the mandate duration of all the legal and statutory obligations with reference to incompatibilities, conflicts of interest and/or abstain from deliberations when knowing that such conditions exist or can arise.

### **5. The rights and Obligations of the Director (administrator):**

The Director (administrator) is entitled to:

- a. access in all the spaces where the company performs its activity and for unlimited information regarding any act or fact which is connected to the production and economic-financial activity or the company situation, in accordance with the legal regulations and dispositions and to use such information exclusively in the company's interest;
- b. the use of an office completely fitted in with furniture, computer, telephone, fax as well as any other items of office equipment, stationary and other objects necessary to perform the activity;
- c. the use in company's interest of the mobile and/or fix phones and other voice and data communication equipment whose costs are to be in charge of the company;
- d. the use in company's interest of the vehicles, with or without a driver, in the inventory of the company, with proper payment of the fuel and other consumables or spare parts;
- e. payment by the company of the professional liability insurance
- f. life insurance for the delegation travels abroad which are in charge of the company.
- g. Payment of the expenses with accomodation, daily allowance, transport and other expenses, based on justification documents, for the travels in the country or abroad, in job's interest. For such domestic travels the level of the daily allowance is the same as applicable to the company's employees while for such travels abroad the level of the daily allowance is as determined for the budgetary system staff;
- h. Payment by the company of the protocol expenses;
- i. Use of the company's employees (including here, but without limitation the secretariat and consultancy services).
- j. *(only for the Directors (administrators) who also have an executive position)* an annual paid vacation of 28 working days, given in the same conditions as provided in the collective labour agreement in the company;

The Director (administrator) has the following obligations:

a. As a member of the Board of Directors, the obligations are provided in the Constitutive Deed of the company, Law no 31/1990, republished, with the subsequent modifications and completions, in the mandate empowered by the General Meeting of Shareholders, as well as any special norms, the responsibility being jointly with the other members of the Board of Directors.

b. *(for the Directors (administrators) who also have an executive position)* As ..... Director, the essential obligations derive from the attributions of the position as they are expressly provided in the constitutive deed, the responsibility being individual in such a case.

The Company has the following rights:

- a. to request to the **Director** (administrator) to meet the objectives in relation with the annual budget approved for revenues and expenses;
- b. to request to the **Director** (administrator) on a quarterly basis, to present the economic financial situation of the company, the status of the investments made, other documents regarding the fulfillment of the objectives established by the General Meeting of Shareholders, endorsed and certified by auditors;

The Company has the following obligations:

- a. to provide full liberty to the **Director** (administrator) in the management, organization and administration of the activities of the company, the only limitations as are provided by law and the present agreement;
- b. to pay to the **Director** (administrator) all the money rights owed in accordance to the present agreement;
- c. to grant to the **Director** (administrator) all the rights provided in the present agreement.

## **6. Loyalty, Non-disclosure**

The **Director** (administrator) must use his/her entire work capacity in the interest of the company, conducting oneself as a professional in the activity.

The **Director** (administrator) is forbidden to perform any activities in the benefit of competing companies, of other companies with the same field of activity or companies which are in commercial relations with the offering company.

All along the duration of the present agreement, the **Director** (administrator) must strictly keep the confidential character of the data and information regarding the activity of the company, which have such a character or which are presented under this character by the general meeting of the shareholders.

## **7. The Responsibility of the parties:**

In case of failure to meet or improper execution of the obligations in the present agreement, the parties are accountable according to the civil legislation. The Force Majeure protects the parties against responsibility in accordance to law.

The responsibility of the **Director** (administrator) is accountable for the failure to comply the legal provisions, the present agreement and the decisions of the general meeting of shareholders.

The **Director** (administrator) is accountable according to civil law for the damages produced to the company by any act contrary to its interests, by imprudential administration acts, by abusive or negligent use of the company funds.

In case there are indications regarding the infringements in connection with the execution of the administration agreement, the general meeting of shareholders has the obligation to notify the relevant authorities. During the time when such notification is under settlement the administration agreement will be suspended.

## **ANNEX TO THE DRAFT RESOLUTION no. 19**

Support Documentation for Point no. 5 on the agenda in the Convening Notice for the General Meeting of Shareholders on the date of July 4<sup>th</sup>/5<sup>th</sup>, 2024

Key terms of the contract with the members of the Audit Committee

### **Art. 1. SUBJECT MATTER OF THE CONTRACT**

The object of this contract is the provision by the Member of the Audit Committee, for the duration of its validity and on the territory of Romania, of the services provided for by Law no. 162/2017 on the statutory audit of the annual financial statements and consolidated annual financial statements for the annual financial statements of AEROSTAR S.A.

### **Art. 2. DURATION OF THE CONTRACT**

The contract is concluded for a fixed term, starting on July 11<sup>th</sup>, 2024 and ending on July 10<sup>th</sup>, 2024.

### **Art. 3. DEDUCTIONS AND METHOD OF PAYMENT**

- (1) For the work performed by the Audit Committee Member, he/she is entitled to a monthly allowance of \_\_\_\_\_ lei net/month.
- (2) The payment of the allowance shall be made monthly to the bank account of the Audit Committee Member indicated by him/her in this contract.

### **Art. 4. OBLIGATIONS OF THE PARTIES**

- (1) The Audit Committee Member has the following obligations:
- a) Inform the Board of Directors of Aerostar S.A. about the results of the statutory audit and explain how the statutory audit contributed to the integrity of the financial reporting and what was the role of the Audit Committee in this process;
  - b) monitor the financial reporting process and make recommendations or proposals to ensure its integrity;
  - c) monitor the effectiveness of the entity's internal quality control and risk management systems and, where applicable, internal audit in relation to Aerostar S.A.'s financial reporting, without infringing its independence;
  - (d) monitor the statutory audit of the annual financial statements and the annual consolidated financial statements, particularly the conduct of the statutory audit, considering the findings and conclusions of the competent authority, in accordance with Article 26(2). (6) of Regulation (EU) No 537/2014;
  - e) assess and monitor the independence of financial auditors or audit firms in accordance with Articles 21-25, 28 and 29 of Law 162/2017 on statutory audit of annual financial statements and consolidated annual financial statements and Article 6 of Regulation (EU) No 537/2014 and, in particular, the appropriateness of providing non-audit services to Aerostar S.A. in accordance with Article 5 of that Regulation;
  - f) be responsible for the selection procedure of the financial auditor or audit firm and recommend to the General Meeting of Shareholders/Board of Directors the financial auditor or audit firm(s) to be appointed in accordance with Article 16 of Regulation (EU) No 537/2014, unless Article 16 para. (8) of Regulation (EU) No 537/2014;

g) other obligations set out in this contract and/or in relevant legislation.

(2) AEROSTAR has the following obligations:

- (a) To pay the monthly allowance under the conditions set out in Article 3 above;
- b) To collaborate with the member of the Audit Committee in the performance by the latter of the duties set out in Article 4 (4). (1) of this contract;
- (c) provide the Audit Committee member with suitable working premises for the purpose of carrying out his work throughout the duration of this contract.

**Art. 5. CONFIDENTIALITY**

- (1) The parties expressly agree that all information, data and documents obtained by or made available to the Audit Committee Member by Aerostar in connection with or for the purpose of the performance of the subject matter of this contract shall be confidential information, and the Audit Committee Member undertakes not to disclose confidential information to third parties or to make it public in any way during the term of this contract, except with the written consent of Aerostar.
- (2) If either Party discloses confidential information and thereby creates a damage to the other contractual party, then the party at fault may be liable to pay compensation to cover the damage created.
- (3) The provisions of the preceding paragraph shall not apply if such information is public or is required to be disclosed in accordance with the statutory provisions.

**Art. 6. MODIFICATION OF THE CONTRACT**

This Contract may be amended only by agreement of the Parties, on the basis of an additional deed signed by the Parties to this effect.

**Art. 7. TERMINATION OF THE CONTRACT**

- (1) This contract shall terminate in the following circumstances:
  - a) By agreement of the Parties;
  - b) By the expiry of the term and fulfilment of the object of the contract;
  - c) By unilateral declaration of termination by one of the parties; the termination will take effect within 3 days from the date of sending a written notice to the other party by registered letter with acknowledgement of receipt;
  - d) by the impossibility of fulfilling the object of this contract;
  - e) in the event of the opening of insolvency proceedings or the bankruptcy of one of the parties;
  - f) in other cases expressly provided for by Romanian law as cases of termination of the contract.

**Art. 8. FORCE MAJEURE**

- (1) The debtor of the contractual obligations shall be relieved of their performance if performance is prevented or delayed by any action or cause beyond its control and which the party could not have foreseen or avoided, provided that the party whose obligations have been affected promptly informs the other party within 120 hours of the occurrence of the force majeure situation and makes every effort to fulfil its obligations.

(2) If the situation of force majeure lasts for more than 9 months from the date of its occurrence, this contract shall automatically terminate. The following shall be considered cases of force majeure, without limitation: war, floods, earthquakes, orders of state or local authorities, etc.

**Art. 9. CONTRACT LAW. DISPUTES**

(1) This contract is governed by Romanian law.

(2) If any disagreements concerning the validity of this contract or resulting from its interpretation, execution or termination cannot be resolved amicably, the parties shall apply to the competent courts.