



Str. Condorilor nr.9, Bacau 600302; Inmatriculat cu nr: J04/1137/1991-R.C.Bacau;  
Cod Unic de Inregistrare: RO 950531; Capital social: 48.728.784 lei  
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**DRAFT RESOLUTIONS of  
THE ORDINARY GENERAL MEETING OF SHAREHOLDERS OF S.C.AEROSTAR S.A.  
ON THE DATE OF 05/06.07.2016**

The Ordinary General Meeting of Shareholders of S.C.AEROSTAR SA („The Company”), with headoffice in Bacau, 9 Condorilor Street, registered with the Trade Register Office of the Bacau Court under the number J04 / 1137/1991 and having sole registration number 950531, convened and conducted in accordance with statutory provisions on the date of 05/06 July 2016, where xxx,xxx% 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 Companies’ Act no 31/1990, republished, of the Law no 297/2004 with reference to the capital market, with its subsequent modifications and completions, of the Regulation no 1/2006 of the National Securities Exchange Commission regarding the issuers and the operations with securities, of the Regulation no 6/2009 of the National Securities Exchange Commission regarding the exercise of certain rights of the shareholders in the general meetings of the shareholders in companies, and of the Constitutive Deed of S.C.AEROSTAR S.A.

**DECIDES:**

**DRAFT RESOLUTION no 7**

**Art.1.** With xxx.xxx.xxx votes "for" and xxx.xxx.xxx votes "against" and xxx.xxx.xxx votes "abstentions", to set a Board of Directors made up of 5 (five) natural persons.

**Art.2.** With xxx.xxx.xxx votes "for" and xxx.xxx.xxx votes "against" and xxx.xxx.xxx votes "abstentions", to elect by secretly expressed voting, as members of the Board of Directors, for a period of 4 years, starting with the date of 11.07.2016 until 11.07.2020, of the following persons:

..... as .....

**DRAFT RESOLUTION no 8**

**Art.1.** With xxx.xxx.xxx votes "for" and xxx.xxx.xxx votes "against" and xxx.xxx.xxx votes "abstentions", to set for each member of the Board of Directors a fixed, monthly, gross remuneration of 4.500 lei for the financial year 2016 starting with the month of July 2016.

**Art.2.** With xxx.xxx.xxx votes "for" and xxx.xxx.xxx votes "against" and xxx.xxx.xxx votes "abstentions":

- a) Approve as maximum level of the additional remunerations for the members of the Board of Directors who also have executive attributions, of a fixed, monthly, gross amount of

maximum 10 (ten) times (inclusively) the remuneration of 4.500 lei, applied individually, as applicable to each case.

- b) Empower the Board of Directors to negotiate them within the level approved.

#### **DRAFT RESOLUTION no 9**

**Art.1.** With xxx.xxx.xxx votes "for" and xxx.xxx.xxx votes "against" and xxx.xxx.xxx votes "abstentions", to set the essential general provisions of the mandate agreements made with the members of the Board of Directors.

**Art.2.** With xxx.xxx.xxx votes "for" and xxx.xxx.xxx votes "against" and xxx.xxx.xxx votes "abstentions":

- a) to appoint one ... (...) person-s to sign the mandate agreements made with the members of the Board of Directors.
- b) Empower Mrs/ Mr. .... (and Mrs/ Mr.....) to sign the mandate agreement with each member of the Board of Directors.

#### **DRAFT RESOLUTION no 10**

**Sole Article.** With xxx.xxx.xxx votes "for" and xxx.xxx.xxx votes "against" and xxx.xxx.xxx votes "abstentions", the updating of art.43 of the Constitutive Deed of the Company, as follows:

*“The Board of Directors is made up of 5 natural persons having the position of Directors (administrators), whose mandate is valid until the date of 10 July 2020, as follows:*

.....

*The identification data of the administrators are provided in the Annex to the present Constitutive Deed.”*

#### **DRAFT RESOLUTION no 11**

**Sole Article.** With xxx.xxx.xxx votes "for" and xxx.xxx.xxx votes "against" and xxx.xxx.xxx votes "abstentions", the approval of the date of **21.07.2016** as **Record Date** in accordance with art.238 para 1 of Law no 297/2004 regarding the capital market. With reference to the proposed **Record Date**, the **ex date** will be **20.07.2016**.

#### **DRAFT RESOLUTION no 12**

**Sole Article.** With xxx.xxx.xxx votes "for" and xxx.xxx.xxx votes "against" and xxx.xxx.xxx votes "abstentions", empower the President- General Director of the Company, Mr.eng. Grigore Filip, with the possibility of substitution:

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

**President of the Board of Directors- General Director**

**Grigore FILIP**

**S.C. AEROSTAR S.A. BACAU**

**TOTAL NUMBER OF SHARES  
AND  
VOTING RIGHTS  
ON THE DATE OF CONVENING  
THE ORDINARY GENERAL MEETING OF SHAREHOLDERS  
ON 05/06.07.2016**

The share capital of S.C. 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 S.C. Aerostar S.A. Bacau are comprised in a single class of shares and they are nominative, ordinary, dematerialized, indivisible, of equal value and equal rights.

**GMS Permanent Secretary,**

**Elena RUSU**

**Support Documentation for the paragraph no 4 on the agenda in the Convening Notice for the General Meeting of Shareholders on the date of 5 July 2016**

**Essential clauses of the mandate agreement**

**1. Scope of the agreement:**

The scope of the present mandate agreement (administration) 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 legal 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 the date of 11 July 2016 until 10 July 2020.*

**3. Remuneration:**

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

- a gross monthly amount of .....lei as 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, in principal, are delegated to the Director (administrator) as 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 registry and other records requested by law and their correct keeping;
- ensure the exact performance 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 informing notes and reporting 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 in joint 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 quaterly 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. 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.