

**CONVENING NOTICE OF THE EXTRAORDINARY GENERAL MEETING AND OF THE  
ORDINARY GENERAL MEETING OF THE SHAREHOLDERS OF  
FONDUL PROPRIETATEA S.A.**

Franklin Templeton Investment Management Limited United Kingdom, Bucharest Branch, with its headquarters in Bucharest, 78-80 Buzești Street, 7<sup>th</sup> and 8<sup>th</sup> floors, 1<sup>st</sup> District, registered with the Bucharest Trade Register under no. J40/8587/2009, with Sole Registration Code 25851096, registered with the Public Register of the National Securities Commission (**CNVM**) under no. PJM05SSAM/400001 as a branch of an Investment Management Company from a Member State of European Union, as Sole Administrator of FONDUL PROPRIETATEA S.A., a joint-stock company, organized as a closed-end investment company, with its headquarters in Bucharest, 78-80 Buzești Street, 7<sup>th</sup> floor, 1<sup>st</sup> District, registered with the Trade Register under no. J40/21901/2005, with Sole Registration Code 18253260, with a subscribed registered share capital of RON 12,861,183,036.65, a paid-up share capital of RON 12,515,396,724.25 and with a total number of voting rights as at 31 July 2014 of 11,820,293,075 (the **Company**),

Considering

- The provisions of Articles 12 - 13 of the Company's Constitutive Act in force;
- The provisions of Companies' Law no. 31/1990, republished, with its subsequent amendments and supplementations (**Law no. 31/1990**);
- The provisions of Law no. 297/2004 on capital market, with its subsequent amendments and supplementations (**Law no. 297/2004**);
- The provisions of Emergency Government Ordinance no. 32/2012 on undertakings for collective investment in transferable securities and investment management companies, as well as for the amendment and supplementation of Law no. 297/2004;
- The provisions of CNVM Regulation no. 6/2009 on exercising certain rights of shareholders within general meetings of companies, with its subsequent amendments and supplementations (**Regulation no. 6/2009**);
- The provisions of Article 21 of CNVM Regulation no. 4/2010 on the registration with CNVM and the operation of the company "Fondul Proprietatea" S.A., as well as on trading the shares issued by this company;

1

---

**CONVOKES:**

- A. The Extraordinary General Meeting of Shareholders of Fondul Proprietatea S.A. on **23 September 2014, 10:00 AM** (Romanian time), at „Athenee Palace Hilton” Hotel, „Le Diplomate” Room, 1-3 Episcopiei Street, District 1, Bucharest, 010292, Romania (**EGM**), and
- B. The Ordinary General Meeting of Shareholders of Fondul Proprietatea S.A. on **23 September 2014, 11:00 AM** (Romanian time), at „Athenee Palace Hilton” Hotel, „Le Diplomate” Room, 1-3 Episcopiei Street, District 1, Bucharest, 010292, Romania (**OGM**).

In accordance with the provisions of Article 123 paragraph (2) of Law no. 31/1990 and Article 2 letter (d) of Regulation no. 6/2009, only the persons registered as shareholders of the Company on **8 September 2014** (the **Reference Date**) in the register of shareholders kept by Depozitarul Central S.A. have the right to participate and vote at the EGM and/or OGM.

**A. The agenda of the EGM is as follows.**

**1. The approval of the EGM agenda.**

**2. The approval of the amendment of the Constitutive Act as follows.**

**2.1.** The approval of the amendment of Article 9 paragraph 2 of the Constitutive Act of Fondul Proprietatea S.A. as imposed by the Financial Supervision Authority (“**FSA**”) through Decision no. 75/25.06.2014, as follows.

*“(2) The nominal value of one share shall be of RON 0.95.”*

**2.2.** The approval of the amendment of Article 12, paragraph 2 letter d), as imposed by the FSA through Decision no. 3/17.04.2014. The Fund Manager notes that the proposal is not needed, the form in force of this article being identical to the proposal of amendment. Please find below the text imposed to be submitted for approval by FSA.

*“d) to appoint the Fund Manager, on the basis of the outcome of the selection made subsequent to a tender for appointing the Fund Manager, and to cancel its appointment”.*

**2.3.** The approval of the amendment of Article 12, paragraph 2) letter d), as follows: *“d) to appoint the Fund Manager in accordance with the law and to cancel its appointment”*. If the shareholders of Fondul Proprietatea SA vote in favour for the amendment of the Constitutive Act, the amendment of the Constitutive Act is effective after it is endorsed by FSA, where required by applicable law or regulation.

**2.4.** The approval of the amendment of Article 12, paragraph 2 letter f) of the Constitutive Act of Fondul Proprietatea SA as follows: *“f) to set the level of the remuneration of the members of the Board of Nominees, the Fund Manager and of the financial auditor for financial audit services for the ongoing fiscal year”*. If the shareholders of Fondul Proprietatea SA vote in favour for the amendment of the Constitutive Act, the amendment of the Constitutive Act is effective after it is endorsed by FSA, where required by applicable law or regulation.

**2.5.** The approval of the amendment of Article 13, paragraph 9 of the Constitutive Act of Fondul Proprietatea SA as follows: *“(9) The notice for the first general meeting of the shareholders may provide also the day and hour of the second meeting, having the same agenda as the first, in order to cover the situation in which the first meeting cannot take place if the quorum is not being met”*. If the shareholders of Fondul Proprietatea SA vote in favour for the amendment of the Constitutive Act, the amendment of the Constitutive Act is effective after it is endorsed by FSA, where required by applicable law or regulation.

**2.6.** The approval of the amendment of Article 34 paragraph 5 of the Constitutive Act of Fondul Proprietatea S.A. as imposed by the FSA through Decision no. 75/25.06.2014, as follows.

*“(5) Fondul Proprietatea will not engage in any “raising of capital” activities, within the sense of Article 4 (1) (a) (i) of EU Directive 2011/61 as detailed by European Securities and Markets Authority’s related guidelines and interpretations, save for the situation provided by Article 10 para. (2) of Law no. 247/2005, with further amendments and supplements.”*

**2.7.** The approval of the amendment of Article 34 paragraph 5 of the Constitutive Act of Fondul Proprietatea S.A. as follows.

*“(5) Fondul Proprietatea will not engage in any “raising of capital” activities, within the sense of Article 4 (1) (a) (i) of EU Directive 2011/61 as detailed by European Securities and Markets Authority’s related guidelines and interpretations, save for the situation where such would be imposed under Article 10 para. (2) of Law no. 247/2005, with further amendments and supplements.”* If the shareholders of Fondul Proprietatea SA vote in favour for the amendment of the Constitutive Act, the amendment of the Constitutive Act is effective after it is endorsed by FSA, where required by applicable law or regulation.

**3. The approval of the decrease of the subscribed share capital of Fondul Proprietatea SA as follows.**

The decrease of the subscribed registered share capital of Fondul Proprietatea SA from RON 11,815,279,886.85 to RON 11,575,064,733.65, pursuant to the cancellation of 252,858,056 own shares acquired by the Company. After the share capital decrease the subscribed share capital of the Company will be RON 11,575,064,733.65 being divided into 12,184,278,667 shares, with a nominal value of RON 0.95 / share. The subscribed share capital decrease will take place on the basis of Article 207 paragraph 1 letter c) of Law no. 31/1990. The first paragraph of the Article 7 of the Constitutive Act after the share capital decrease will be changed as follows.

*“(1) The subscribed share capital of Fondul Proprietatea is in amount of RON 11,575,064,733.65, divided in 12,184,278,667 ordinary, nominative shares, having a nominal value of RON 0.95 each. The capacity as shareholder of Fondul Proprietatea is attested by a statement of account issued by Depozitarul Central SA.”*

The subscribed share capital decrease will be effective after the following three conditions are met: (i) the share capital decrease approved by shareholders on 28 April 2014 is effective, (ii) this resolution is published in the Official Gazette, Part IV for at least two months, and (iii) FSA endorses the changing of first paragraph of Article 7 of the Constitutive Act, as modified based on this decision, where required by applicable law or regulation.

- 4. The ratification and the approval of all resolutions taken by the EGM and of all legal acts (including decisions and contracts) concluded, adopted and issued in the name of Fondul Proprietatea SA through Franklin Templeton Investment Management Limited United Kingdom, Bucharest Branch, between 6 September 2010 and 22 September 2014 and the approval and ratification of any implementation acts, facts and operations based on such, including the management of the Company under an unitary system.**
- 5. The approval of 15 October 2014 as the registration date, in accordance with the provisions of Article 238 para. (1) of Law no. 297/2004.**
- 6. The empowerment, with authority to be substituted, of Grzegorz Maciej KONIECZNY, as legal representative of Franklin Templeton Investment Management Limited United Kingdom Bucharest Branch, to sign the shareholders’ resolutions and the amended and restated form of the Constitutive Act, as well as any other documents in connection therewith, and to carry out all procedures and formalities set out by law for the purpose of implementing the shareholders’ resolutions, including formalities for publication and registration thereof with the Trade Register or with any other public institution.**

**B. The agenda of the OGM is as follows.**

- 1. The approval of the OGM agenda.**
- 2. The approval of some amendments of the Investment Management Agreement signed between Franklin Templeton Investment Management Limited United Kingdom Bucharest Branch and Fondul Proprietatea SA on 25 February 2010 as imposed by FSA's Decision no. 70/19 June 2014, as follows.**

The approval of the amendment of Article 9 paragraph (1) (as imposed by FSA's Decision no. 70/19 June 2014), as follows: *"The Fund Manager's remuneration for its services under this Management Agreement is established according to the requirements in the Regulation for Organizing the International Tender, the Tender Book and the final offer formulated following the negotiations and the annexes to this present Contract, endorsed by CNVM".*

The approval of the amendment of Article 9.2 letter r) (as imposed by FSA's Decision no. 70/19 June 2014), as follows: *"expenses related to the additional valuation of unlisted portfolio holdings by independent valuers, performed at the specific request of the shareholders, with the prior approval of the BoN, other than the ones falling under the obligation of the Fund Manager as portfolio manager of the UCITS in accordance with the legal provisions".*

The empowerment of the Sole Administrator to update the Investment Management Agreement signed on 25 February 2010 if this point is to be voted in favour by the shareholders during this meeting, as Addendum no. 4 of the Investment Management Agreement signed on 25 February 2010, and the empowerment of the Chairman of the Board of Nominees to sign the Addendum no. 4.

- 3. The approval of the renewal of the mandate of Franklin Templeton Investment Management Limited United Kingdom Bucharest Branch with its headquarters in Bucharest, 78-80 Buzești St., 7th and 8th floors, 1st District, registered with the Trade Register under no. J40/8587/2009, with Fiscal Registration Code RO 25851096, registered with the Public Register of CNVM under no. PJM05SSAM/400001 as a branch of an Investment Management Company from a Member State of the European Union, as Sole Administrator and Fund Manager of Fondul Proprietatea SA for a duration of 2 years starting with 30 September 2014. The list containing data regarding Franklin Templeton Investment Management Limited United Kingdom Bucharest Branch (including name, headquarters, professional qualification, the evidence that it is registered with the Trade Register, the evidence that it is registered in the Public Register of the FSA) is published on the internet webpage of the Company and is available at the registered office and may be consulted and added to by shareholders in accordance with the law.**
- 4. The approval of the Addendum no. 1 to the Investment Management Agreement no. 45 signed between Franklin Templeton Investment Management Limited United Kingdom Bucharest Branch and Fondul Proprietatea SA on 29 April 2014 ("Investment Management Agreement"), reflecting the changes imposed by Decision no. 111/4 August 2014 issued by FSA and enclosed as Annex no. 1 to this convening notice. If the**

shareholders vote in favour of this point, the Chairman of the Board of Nominees is empowered to sign the Addendum no. 1 to the Investment Management Agreement with the Sole Administrator on behalf of Fondul Proprietatea SA.

5. The approval of the Addendum no. 2 to the Investment Management Agreement, substantially in the form mentioned in the Annex no. 2 of this notice and the empowerment of the Chairman of the Board of Nominees to sign the said Addendum no. 2 with the Sole Administrator on behalf of Fondul Proprietatea SA. The Addendum no. 2 shall be effective from the latest of the following dates: (i) the date of the endorsement by the FSA of such; and (ii) 15 October 2014.

The Fund Manager notes that these amendments would reinstate the same terms as were in the Investment Management Agreement approved by shareholders and signed by the Chairman of the Board of Nominees and the Fund Manager on 29 April 2014, but not approved by the FSA. The one exception to this principle is the addition of a clarification in the wording of the Annex to the Investment Management Agreement, regarding the Distribution Fee, which has been specified in order to reflect the original agreement that these fees should apply from 30 September 2014 (even if these amendments are approved by FSA and take effect at a later date).

6. The approval of the execution of the Addendum no. 2 to the audit contract concluded between Fondul Proprietatea SA and Deloitte Audit S.R.L in accordance with OGM Resolution no. 13/22 November 2013.
7. The ratification and the approval of all OGM decisions and of all legal acts (including decisions and contracts) concluded, adopted or issued on behalf of Fondul Proprietatea S.A. by Franklin Templeton Investment Management Limited United Kingdom, Bucharest Branch, as well as of any management/administration measures adopted and/or implemented by it, approved or concluded between 6 September 2010 and 22 September 2014. The ratification of the appointment of Franklin Templeton Investment Management Limited United Kingdom Bucharest Branch as Sole Administrator of Fondul Proprietatea SA and as Fund Manager pursuant to Law no. 297/2004 and according to the Investment Management Agreement signed on 25 February 2010 and the Investment Management Agreement signed on 29 April 2014 and the ratification and the approval of the Investment Management Agreement signed on 25 February 2010 including all amendments thereto and the Investment Management Agreement signed on 29 April 2014.
8. The approval of 15 October 2014 as the registration date, in accordance with the provisions of Article 238 para. (1) of Law no. 297/2004.
9. The empowerment, with authority to be substituted, of Grzegorz Maciej KONIECZNY, as legal representative of Franklin Templeton Investment Management Limited United Kingdom Bucharest Branch, to sign the shareholders' resolutions, as well as any other documents in connection therewith, and to carry out all procedures and formalities set out by law for the purpose of implementing the shareholders' resolution, including formalities for publication and registration thereof with the Trade Register or with any other public institution.

\*\*\*

## GENERAL INFORMATION WITH RESPECT TO THE EGM AND OGM

### ***The right to include new items on the agenda. The right to present drafts of resolutions for the items included on the agenda or for the items proposed for inclusion on the agenda.***

In accordance with the provisions of Article 117<sup>1</sup>, paragraph (1), of Law no. 31/1990, Article 7 paragraph (1) of Regulation no. 6/2009 and the provisions of Article 13, paragraph (5), of the Company's Constitutive Act, one or several shareholders representing individually or jointly at least 5% of the Company's share capital may request the Sole Administrator of the Company the introduction of additional items on the agenda of the EGM and/or OGM and/or the presentation of draft resolutions for the items included or proposed to be included on the agenda of the EGM and/or OGM.

These requests must comply, cumulatively, with the following requirements:

- a) **in the case of natural person shareholders**, they must be accompanied by copies of the shareholders' identity documents (the identity documents presented by the shareholders must allow their identification in Company's registry of shareholders kept by SC Depozitarul Central SA), and **in the case of legal person shareholders**, they must be accompanied by (i) the original or a true copy of the findings certificate issued by the Trade Registry (in Romanian "certificat constatator") or any other document, in original or true copy, issued by a competent authority of the state where the shareholder is duly incorporated proving the legal person's existence and the name/identification details and capacity of legal representative, all being no older than 3 months as from the date of the GSM convening notice publication, allowing for the identification thereof in Company's registry of shareholders kept by SC Depozitarul Central SA; the documents attesting the legal representative capacity drafted in a foreign language other than English shall be accompanied by their translation into Romanian or English performed by a certified translator. The Company shall not request that the documents attesting the shareholder's legal representative capacity be notarised or apostilled. The same identification requirements shall also be applicable to the legal representative of the shareholders addressing questions regarding the items on the GSM's agenda.
- b) they must be accompanied by a justification and/or a draft resolution proposed for passing, and
- c) they must be sent to and registered at the Company's headquarters in Bucharest, 78-80 Buzesti Street, 7<sup>th</sup> floor, 1<sup>st</sup> district, postal code 011017, by any type of courier service with proof of delivery or by e-mail with incorporated extended electronic signature in accordance with Law no. 455/2001 on the electronic signature at office@fondulproprietatea.ro by **3 September 2014, 6:00 PM** (Romanian time). Both means of transmission must contain the mention "TO THE EXTRAORDINARY/ORDINARY GENERAL MEETING OF SHAREHOLDERS TO BE HELD ON 23 SEPTEMBER 2014" written clearly and in upper case; and they must bear the signature and seal of the shareholders or, as the case may be, their legal representatives.

6

In order to identify and prove the shareholder capacity of a person making proposals to supplement the agenda (or addressing questions according to art. 13 of Regulation no. 6/2009), the Company may request such person to provide a statement indicating the shareholder capacity and the number of shares held, issued by the Depozitarul Central SA or, as the case may be, by the participants defined under art. 168 par. (1) letter (b) of Law no. 297/2004 providing custodian services.

### ***Information materials and questions related to the agenda***

Each shareholder, irrespective of how many shares it owns in the Company's share capital, has the right to ask questions regarding the issues on the agenda of general meetings. The questions shall be sent to the Company's headquarters in Bucharest, 78-80 Buzești St., 7<sup>th</sup> floor, 1<sup>st</sup> District, postal code 011017 or to [office@fondulproprietatea.ro](mailto:office@fondulproprietatea.ro), so that they are received by the Company by **19 September 2014, 10:00 AM** (Romanian time), mentioning "TO THE EXTRAORDINARY/ORDINARY GENERAL MEETING OF SHAREHOLDERS TO BE HELD ON 23 SEPTEMBER 2014" written clearly and in upper case. The Company shall answer the questions asked by the shareholders during the meetings; the questions may be answered as well on the Q&A section of the website of the Company: [www.fondulproprietatea.ro](http://www.fondulproprietatea.ro).

The identification requirements mentioned above in the section on supplementing the agenda are also applicable to a natural person shareholder and/or the legal representative of a legal person addressing questions regarding the items on the agenda of the General Shareholders' Meeting (GSM).

Commencing with **18 August 2014**, the general procedure for organizing general meetings (including the procedure for voting through a representative with a special power of attorney and the procedure which allows voting by correspondence), shall be available on working days at the Company's headquarters in Bucharest, 78-80 Buzești St., 7<sup>th</sup> floor, 1<sup>st</sup> District, postal code 011017, from 09:00 AM to 05:00 PM (Romanian time), as well as on the official website of the Company: [www.fondulproprietatea.ro](http://www.fondulproprietatea.ro).

Commencing with **22 August 2014**, all other information materials regarding the items included on the agenda of the EGM and OGM, and the resolution drafts proposed for passing within the general meetings, shall be available on working days at the Company's headquarters in Bucharest, 78-80 Buzești St., 7<sup>th</sup> floor, 1<sup>st</sup> District, postal code 011017, from 09:00 AM to 05:00 PM (Romanian time), as well as on the official website of the Company: [www.fondulproprietatea.ro](http://www.fondulproprietatea.ro). The shareholders of the Company may receive, upon request, copies of the documents related to the issues on the agenda of the EGM and OGM.

7

---

### ***The attendance to the General Meetings***

The shareholders registered in the register of shareholders on the Reference Date may attend the EGM and/or OGM and vote as follows:

- a) in person, within GSM – direct vote;
- b) through a representative with a special power of attorney; or
- c) by correspondence.

### ***Direct vote***

Shareholders may exercise the direct (personal) vote after proving their identity:

- a) in the case of **natural persons who are sole shareholders** - by presenting the identity card; identity cards submitted by shareholders must allow for their identification on the list of Company's shareholders as at the reference date issued by Depozitarul Central SA;
- b) in the case of **natural persons who are collective shareholders** – by observing the provisions described by the *Procedure regarding the organization and holding of*

*General Meetings of Shareholders*, available starting with 18 August 2014 on the Company's website (*Special conditions regarding collective natural person shareholders*);

- c) in the case of **legal persons shareholders**, by presenting:
  - (i) an original or a true copy of the findings certificate issued by the Trade Registry (in Romanian "certificat constatator") or any other document, in original or true copy, issued by the competent authority of the state where the shareholder is duly incorporated proving the existence of the legal person and the name/identification details and capacity of legal representative, all being no older than 3 months as from the date when the general meeting convening notice was published, allowing for identification thereof on the list of Company's shareholders on the reference date issued by Depozitarul Central SA or, in case of Romanian State, a copy of the appointment decree issued by the President of Romania, in order to prove its capacity as legal representative of the Ministry of Public Finances; and
  - (ii) the identity card or passport of the legal representative (identity document or identity card for Romanian citizens or passport for foreign citizens);
- d) for all above-mentioned cases, documents presented in a foreign language (except for identity cards valid on the territory of Romania, in Latin characters) will be accompanied by their translation into Romanian or English, save for documents attesting the legal representative's capacity drafted in a foreign language other than English which shall be accompanied by their translation into Romanian or English performed by a certified translator. Company's shall not request that the documents attesting the shareholder's legal representative capacity, be notarised or apostilled.

#### ***Vote by representative holding a special power of attorney***

8

---

The representation of shareholders in the EGM and/or OGM may be conducted by representatives by duly filling in and signing the form for the special power of attorney. The representation may be conducted both by other shareholders and by third parties. Shareholders lacking exercise capacity or with limited exercise capacity may provide other persons with a special power of attorney.

The special power of attorney shall be sent either (i) in original, to the Company's headquarters in Bucharest, 78-80 Buzești Street, 7<sup>th</sup> floor, 1<sup>st</sup> District, postal code 011017 or (ii) by e-mail with extended electronic signature incorporated in accordance with Law no. 455/2001 on the electronic signature at: office@fondulproprietatea.ro, so that it is received by the Company by **19 September 2014, 10:00 AM** (Romanian time).

Documents accompanying the special power of attorney:

- a) for **natural person shareholders** – copy of the shareholder's identity card, allowing for identification thereof on the list of Company's shareholders on the reference date issued by Depozitarul Central SA and a copy of the identity card of the representative (identity document or identity card for Romanian citizens or passport for foreign citizens); in case of **collective natural person shareholders**, by observing the provisions described by the *Procedure regarding the organization and holding of General Meetings of Shareholders*, available starting with 18 August 2014 on the Company's website (*Special conditions regarding collective natural person shareholders*);
- b) for **legal person shareholders**:
  - (i) original or true copy of the findings certificate issued by the Trade Registry (in Romanian "certificat constatator") or any other document, in original or true copy, issued by a competent authority of the state where the shareholder is duly incorporated proving the existence of the legal person and the name/identification



details and capacity of legal representative, all being no older than 3 months as from the date when the general meeting convening notice was published and allowing identification thereof on the Company's shareholders list on the reference date issued by Depozitarul Central SA; for the Ministry of Public Finances the capacity of legal representative shall be proven by the appointment decree issued by the President of Romania – to this purpose, a copy of the Official Gazette in which the appointment decree was published or an excerpt of the law programme shall be provided; and

- (ii) copy of the identity card of the representative (the person especially delegated) (identity document or identity card for Romanian citizens or passport for foreign citizens)

Documents drafted in a foreign language (except for identity cards valid on the territory of Romania, in Latin characters) will be accompanied by their translation into Romanian or English, save for the documents attesting the legal representative capacity drafted in a foreign language other than English which shall be accompanied by their translation into Romanian or English performed by a certified translator. The Company shall not request that the documents attesting the shareholder's legal representative capacity, be legalized or apostilled.

The special power of attorney for the participation and voting in the general meeting, granted by a shareholder to a credit institution providing **custodian services** shall be valid without it being necessary to present any other additional documents regarding that respective shareholder if the power of attorney is drafted in accordance with Regulation no. 6/2009, signed by that respective shareholder and accompanied by a sworn statement issued by the legal representative of the credit institution which has received the special power of attorney for representation and stating that:

- the credit institution provides custodian services for that respective shareholder;
- the instructions of the special power of attorney are identical to those comprised by the SWIFT message received by the credit institution with a view to voting on behalf of the respective shareholder;
- the special power of attorney is signed by the shareholder.

9

---

The special power of attorney and the statement of the custodian described above must be delivered to the Company in original 48 hours before the GSM, signed, and as the case may be, stamped, without any other formalities being necessary in relation to the form of these documents.

The special power of attorney form:

- a) shall be made available to the shareholders by the Company starting from **18 August 2014** at the same coordinates and under the same conditions as the information materials;
- b) shall be updated by the Company if new items are added to the EGM and/or OGM agenda and shall be published on the Company's website in its updated form;
- c) shall be filled in by the shareholder in three counterparts: one for the shareholder, one for the representative, and one for the Company.

### ***Vote by correspondence using the forms for voting by correspondence***

The vote of the shareholders at the EGM and/or OGM can also be expressed by correspondence, by duly filling in and signing the forms for the vote by correspondence. The ballots by correspondence will be sent either (i) in original, personally, by representative or by any form of courier service with proof of delivery, to the Company's headquarters in Bucharest, 78-80 Buzzești St., 7<sup>th</sup> floor, 1<sup>st</sup> District, postal code 011017, or

(ii) by e-mail with the extended electronic signature incorporated in accordance with Law no. 455/2001 on the electronic signature at office@fondulproprietatea.ro, so that they are received by the Company by **19 September 2014, 10:00 AM** (Romanian time).

Documents accompanying ballot papers:

- a) for **natural person shareholders** – copy of identity card, allowing for identification thereof in the list of Company's shareholders on the reference date issued by Depozitarul Central SA and, if such be the case, a copy of the identity card of the legal representative (in the case of natural persons lacking exercise capacity or with limited exercise capacity) (identity document or identity card for Romanian citizens or passport for foreign citizens) along with the proof of legal representative capacity; in case of **collective natural person shareholders** by observing the provisions described by the *Procedure regarding the organization and holding of General Meetings of Shareholders*, available starting with 18 August 2014 on the Company's website (*Special conditions regarding collective natural person shareholders*);
- b) for **legal person shareholders** – original or true copy of the findings certificate issued by the Trade Registry (in Romanian "certificat constatator") or any other document, in original or true copy, issued by a competent authority of the state where the shareholder is duly incorporated in order to prove the legal person's existence and the name/identification details and capacity of the legal representative, all being no older than 3 months as from the date of the general meeting convening notice, allowing for the identification thereof in Company's list of shareholders on the reference date issued by Depozitarul Central SA; for the Ministry of Public Finances the capacity of legal representative shall be proven by the appointment decree issued by the President of Romania – to this purpose, a copy of the Official Gazette in which it was published or an excerpt of the law programme shall be provided;

Documents in a foreign language (except for identity cards valid on the territory of Romania, in Latin characters) will be accompanied by their translation into Romanian or English, save for the documents attesting the legal representative drafted in a language other than English which shall be accompanied by their translation into Romanian or English performed by a certified translator. The Company shall not request that the documents attesting the legal representative capacity, be notarised or apostilled.

10

---

The form of the vote by correspondence ballot:

- a) shall be made available to the shareholders by the Company starting from **18 August 2014** at the same coordinates and under the same conditions as the information materials and the forms for the special powers of attorney;
- b) shall be updated by the Company if new items are added to the EGM and/or OGM agenda and shall be published on the Company's website in its updated form.

The ballot paper for the participation and voting in the general meeting, transmitted by a shareholder for which a credit institution provides **custodian services** shall be valid without being necessary to present any other additional documents regarding the respective shareholder if the ballot paper is signed by the respective shareholder and accompanied by a sworn statement issued by the legal representative of the credit institution and stating that:

- the credit institution provides custodian services for the respective shareholder;
- the ballot paper is signed by the respective shareholder and it contains voting options identical with those mentioned by the shareholder by a SWIFT message received by the credit institution from the respective shareholder.

The written ballot paper and the statement of the custodian described above must be delivered to the Company in original 48 hours before the GSM, signed, and as the case

may be, stamped, without any other formalities being necessary in relation to the form of these documents.

The general procedure for the organisation of general meetings (which shall be available at the same coordinates and in the same conditions as the information materials) details the procedure allowing both the vote by representative with special power of attorney and the vote by correspondence, and the shareholders must comply with the said procedure.

Special powers of attorney and ballots for voting by correspondence must be signed by all the natural person collective shareholders or their legal representatives (in the case of natural persons lacking exercise capacity or with limited exercise capacity), who shall assume both their capacity (proven by means of evidentiary documents attached to the special power of attorney/ballot) and the signature authenticity.

The checking and validation of the special powers of attorney submitted, as well as the centralization, checking, validation, and records of the votes by correspondence shall be performed by a commission established within the Company, whose members shall safely keep these documents, as well as the confidentiality of the votes thus expressed. Powers of attorney shall also be checked by the EGM and OGM secretary. In the event that the agenda is supplemented and the shareholders fail to send the updated special powers of attorney and/or ballots for voting by correspondence, the special powers of attorney and ballots sent prior to the supplementation of the agenda shall be considered only with reference to the items therein which are also found on the supplemented agenda. Additional information may be obtained from the Department for Shareholder Relations at the telephone number 021-200 96 28 and on the Company's website: [www.fondulproprietatea.ro](http://www.fondulproprietatea.ro).

SOLE ADMINISTRATOR:

11

---

Franklin Templeton Investment Management Limited United Kingdom Bucharest Branch

By: \_\_\_\_\_  
Adrian Cighi  
Legal Representative

## **Annex no. 1**

**This Addendum Agreement no. 1 (“Addendum no. 1”) to the Management Agreement no. 45 dated 29 April 2014 signed between FONDUL PROPRIETATEA S.A. and FRANKLIN TEMPLETON INVESTMENT MANAGEMENT LIMITED, This Addendum no. 1 to the Management Agreement is made on [\_\_\_\_]**

**Between:**

**FRANKLIN TEMPLETON INVESTMENT MANAGEMENT LIMITED** of the Adelphi, 1-11 John Adam Street, London WC2N 6HT, United Kingdom, acting through its Romanian branch having its registered office at Premium Point, 78-80 Buzesti Str., 7-8th floors, 1st District, Bucharest, Romania (**“Fund Manager”**) (**“S.A.I.”** in Romanian language); and,

**FONDUL PROPRIETATEA S.A.** of 78-80 Buzesti Street 78-80, 1st District, Bucharest, Romania (the **“Customer”**),

the Fund Manager and the Customer together, the **“Parties”**.

The Investment Management Agreement no. 45 signed on 29 April 2014 between the Customer and the Fund Manager, will be modified as follows.

**Clause 2. Definitions: “Force Majeure Event” is modified and will have the following content:**

*“Force Majeure Event means, in relation to any party, any act, event or circumstance, the cause of which is not of such party's making nor within that party's reasonable control, including without limitation (to the extent not of that party's making nor within that party's reasonable control) act of God, war, hostilities (whether or not war has been declared), terrorist acts, acts of any civil or military authority, governmental or regulatory direction or restriction, suspension or withdrawal of licences or consents, currency restrictions, market conditions affecting the execution or settlement of transactions or the value of assets, failure or breakdown in communications, the failure of any relevant exchange or clearing house, riot, insurrection, civil commotion, public demonstration, sabotage, acts of vandalism, fire, flood, earthquake, extreme weather conditions, epidemic or pandemic, explosion, aircraft crashes or things falling from aircraft, release of ionising radiation or contamination by radioactivity, chemical or biological contamination, the order of any court or governmental or regulatory authority, delay in transportation or communications, breakage of or accidental damage to equipment, any strike, lock-out or other industrial trade dispute (not involving solely the employees of that party), structural shift or subsidence”;*

**Clause 2. Definitions: “New Appointment Date” is modified and will have the following content:**

*“New Appointment Date means, in relation to the appointment of a new fund manager and sole director, or, in the event the Customer becomes a self-managed fund, new directors of the Customer following termination of this Management Agreement, the later of: (i) the date when the new fund manager and sole director, or, as the case may be, new directors, are registered with the Trade Registry or any other competent authority as per the applicable legal provisions; and (ii) the date when the FSA issues its approval in relation to the appointment of the new sole director and fund manager as the case may be, new directors, and, (iii) the date when all other mandatory legal requirements for the replacement of the Fund Manager have been satisfied, and, in each of the cases under paragraphs (i), (ii) and (iii), being effective on the date that the Fund Manager received notice (or ought reasonably to have received notice) of the event”;*

**Clause 9.6 is modified and will have the following content:**

*“9.6. The Performance Report, together with the BoN Review Report will be reviewed by the shareholders in the October GSM. The agenda of each October GSM will allow the shareholders the opportunity to vote on (i) the continuation or termination of this Management Agreement and the Fund Manager’s mandate, any proposed termination ensuring the simultaneous termination of the Fund Manager’s mandate and the Management Agreement and (ii) the start of the procedures set out by the legislation in force for the selection of a new fund manager and sole director or the transformation of the company into a self-managed closed-end fund”.*

**Clause 13.3 is modified and will have the following content:**

*“13.3 The Fund Manager may terminate this Management Agreement and resign its mandate as Sole Director with six months’ prior written notice. Not later than five business days following the Termination Notice Date, but subject to timely approval of the GSM agenda by the BoN, the Fund Manager will call the OGM having on the agenda the notification of the shareholders regarding the unilaterally termination of the agreement and the initiation of the procedures set out by the legislation in force for the selection of a new fund manager and sole director or the transformation of the company into a self-managed closed-end fund”.*

**Clause 13.4 letter b) is modified and will have the following content:**

*“(b) if material obligations under this Management Agreement can no longer be fulfilled due to changes in the applicable law compared to the date of signing this Agreement, provided that the Fund Manager has used reasonable endeavours to comply with, but despite those efforts compliance would not be possible; or”*

**Clause 14.3 is modified and will have the following content:**

*“14.3 To the extent that changes in the applicable law or regulation following the signing of this Management Agreement (including, without limitation, the future provisions implementing the Directive 2011/61/EU on Alternative Investment Fund Managers under Romanian legislation) impose requirements on the Fund Manager in the performance of this Management Agreement with which the Fund Manager cannot comply, the Fund Manager undertakes to use reasonable endeavours to continue performance of the services to the extent legally possible and, to the extent not legally possible, the implementation of any amendments to this Management Agreement is subject to consent by the Customer, at its full discretion and nothing in this Management Agreement shall be construed as an expressed prior consent in this respect”.*

**Clause 18.4 is modified and will have the following content:**

*“18.4 If any Force Majeure Event shall substantially impair the ability of the Fund Manager to carry out its duties under this Management Agreement, the Customer shall urgently convene the GSM for the initiation of the legal procedures for the selection of a new fund manager and sole director or the adoption of a resolution regarding the transformation of the company into a self-managed closed-end fund”.*

**Clause 19.1 is modified and will have the following content:**

*“19.1. This Management Agreement is governed by and shall be construed in accordance with the Romanian laws”.*

**Clause 19.2 is modified and will have the following content:**

*“19.2. Dispute Resolution*

*a) Any dispute or difference arising out of or in connection with the Management Agreement, including without limitation any disputes regarding its valid conclusion, existence, interpretation, nullity, breach, amendment, termination in any way of this*

Management Agreement (each a “Dispute”), that cannot be resolved by amicable negotiations within a reasonable period of time from the notice served by any of the Parties relating to the potential Dispute shall be finally resolved by the Paris Court of Arbitration under its Rules of arbitration. The Party requesting the initiation of the arbitration proceedings shall serve the other Party with a written notice that such proceedings will be initiated.

b) The place of the arbitration shall be Paris, the language of the arbitration shall be English, and the tribunal shall consist of three (3) arbitrators appointed in accordance with the Rules of arbitration of ICC Paris”.

**Clause 21.2 is modified and will have the following content:**

“21.2. For the duration of this Management Agreement the Fund Manager undertakes that (i) it will not, without the prior express written approval of the BoN, change, replace or dismiss, save as a result of misconduct by the employee, Mr. Grzegorz Maciej Konieczny from acting in his capacity as the Fund Manager’s and the Sole Director’s representative with respect to the Customer, nor do any similar acts or things or do anything which may have a similar effect, and (ii) it will use all reasonable efforts to procure that Mr. Grzegorz Maciej Konieczny must, for the duration of his employment by the Fund Manager in the course of this Management Agreement, devote the necessary time for the management of the Portfolio”.

**Clause 22 is modified and will have the following content:**

“This Management Agreement will be signed in Romanian and English language and executed in 3 originals, one for the Fund Manager and two for the Customer”.

**The provisions regarding Distribution fees/Distributions of the Annex are deleted and the Annex will have the following content:**

**“Annex**

The fees due to the Fund Manager in accordance with clause 10 of this Management Agreement shall be calculated and paid in RON by the Customer in compliance with the following provisions.

The fee shall be calculated based on a Base Fee.

1. The Base Fee is applied to the notional amount according to the following formula: the Base Fee Rate multiplied by the notional amount, multiplied by the number of calendar days of payment, divided by 365,

where

the Base Fee Rate = 60 basis points per year;

1 basis point = 0.0001; and

the notional amount is the market capitalization of the Customer which is defined as the number of the Customer’s paid shares, minus the weighted average number of the Customer’s settled own shares held in treasury over the calculation period, then multiplied by the weighted average market price of the Customer’s shares calculated for the corresponding quarter. The weighted average market price is computed based on the daily average market prices of the Customer’s shares and corresponding daily volumes, as published by Bucharest Stock Exchange REGS section. If the number of shares relevant for the computation of the Base Fee (described above) changes over the calculation period, the Base Fee will be an aggregation of the computation for each sub-period.

2. The Base Fee shall be paid to the Customer quarterly, based on the invoices to be issued by the Fund Manager within twenty (20) business days following the end of the quarter for which payment is made.

The invoices for the Base Fee shall be submitted to the Depository of the Customer’s assets.

*The Fund Manager shall provide to the BoN quarterly and on an annual basis and upon reasonable request of the BoN a detailed report regarding the fees collected under this Management Agreement, in the form reasonably required by the BoN.*

*3. The payment of fees (Base Fee) shall be arranged by the Fund Manager only after the verification and certification by the Depositary of the correctness of the calculation: notional amount, all the other items used in calculation of the fees, as well as the modalities for determining the fees.*

*The payment shall be done within 30 business days since receipt of the invoice.”*

**The other clauses of the Investment Management Agreement no. 45 signed on 29 April 2014 between the Customer and the Fund Manager remain unchanged.**

## **SIGNATORIES**

This Addendum will be signed in Romanian and English languages and executed in a number of three (3) counterparts, all of which taken together constitute the agreement, one (1) for the Fund Manager and two (2) for the Customer.

**AS WITNESS** the hands of the duly authorized representatives of the parties on the date which appears first on page 1.

Signed by and for  
FONDUL PROPRIETATEA S.A.

---

Signed by and for  
FRANKLIN TEMPLETON INVESTMENT MANAGEMENT LIMITED UNITED KINGDOM

---

## **Annex no. 2**

**This Addendum Agreement no. 2 (“Addendum no. 2”) to the Management Agreement no. 45 dated 29 April 2014 signed between FONDUL PROPRIETATEA S.A. and FRANKLIN TEMPLETON INVESTMENT MANAGEMENT LIMITED,**

**This Addendum no. 2 to the Management Agreement is made on [\_\_\_\_]**

**Between:**

**FRANKLIN TEMPLETON INVESTMENT MANAGEMENT LIMITED** of the Adelphi, 1-11 John Adam Street, London WC2N 6HT, United Kingdom, acting through its Romanian branch having its registered office at Premium Point, 78-80 Buzesti Str., 7-8th floors, 1st District, Bucharest, Romania (**“Fund Manager”**) (**“S.A.I.”** in Romanian language); and,

**FONDUL PROPRIETATEA S.A.** of 78-80 Buzesti Street 78-80, 1st District, Bucharest, Romania (the **“Customer”**),

the Fund Manager and the Customer together, the **“Parties”**.

The Investment Management Agreement no. 45 signed on 29 April 2014 between the Customer and the Fund Manager, amended by Addendum no. 1 of [...] [...] 2014, will be modified as follows.

**Clause 2. Definitions: “Force Majeure Event” is modified and will have the following content:**

*“Force Majeure Event means, in relation to any party, any act, event or circumstance, the cause of which is not of such party's making nor within that party's reasonable control, including without limitation (to the extent not of that party's making nor within that party's reasonable control) act of God, war, hostilities (whether or not war has been declared), terrorist acts, acts of any civil or military authority, governmental or regulatory direction or restriction, suspension or withdrawal of licences or consents, currency restrictions, devaluations and fluctuations, market conditions affecting the execution or settlement of transactions or the value of assets, failure or breakdown in communications, the failure of any relevant exchange or clearing house, riot, insurrection, civil commotion, public demonstration, sabotage, acts of vandalism, fire, flood, earthquake, extreme weather conditions, epidemic or pandemic, explosion, aircraft crashes or things falling from aircraft, release of ionising radiation or contamination by radioactivity, chemical or biological contamination, the order of any court or governmental or regulatory authority, delay in transportation or communications, breakage of or accidental damage to equipment, any strike, lock-out or other industrial trade dispute (not involving solely the employees of that party), structural shift or subsidence.”*

**Clause 2. Definitions: “New Appointment Date” is modified and will have the following content:**

*“New Appointment Date means, in relation to the appointment of a new fund manager and sole director, or, in the event the Customer becomes a self-managed fund, new directors of the Customer following termination of this Management Agreement, the later of: (i) the date when the new or, if decided by the Customer, interim, fund manager and sole director, or, as the case may be, new directors, are registered with the Trade Registry or any other competent authority as per the applicable legal provisions; and (ii) the date when the FSA issues its approval in relation to the appointment of the new, or, if decided by the Customer, interim, sole director and fund manager as the case may be, new directors, and, (iii) the date when all other mandatory legal requirements for the*



replacement of the Fund Manager have been satisfied, and, in each of the cases under paragraphs (i), (ii) and (iii), being effective on the date that the Fund Manager received notice (or ought reasonably to have received notice) of the event”;

**Clause 9.6 is modified and will have the following content:**

“9.6. The Performance Report, together with the BoN Review Report will be reviewed by the shareholders in the October GSM. The agenda of each October GSM will allow the shareholders the opportunity to vote on (i) the continuation or termination of this Management Agreement and the Fund Manager’s mandate, any proposed termination ensuring the simultaneous termination of the Fund Manager’s mandate and the Management Agreement and (ii) the procedure for the selection of a new Sole Director and Fund Manager, in case the shareholders vote for the termination of the Management Agreement and of the Fund Manager’s mandate . Such procedure will be prepared by the Fund Manager and agreed with the BoN before its inclusion in the language of the draft resolution of the October GSM”.

**Clause 13.3 is modified and will have the following content:**

13.3 The Fund Manager may terminate this Management Agreement and resign its mandate as Sole Director with six months’ prior written notice. Not later than five business days following the Termination Notice Date, but subject to timely approval of the GSM agenda by the BoN, the Fund Manager will call the OGM having on the agenda the approval of the procedure for the selection of a new Sole Director and Fund Manager. Such procedure will be prepared by the Fund Manager and agreed with the BoN before its inclusion in the language of the draft resolution of the OGM”.

**Clause 13.4 letter b) is modified and will have the following content:**

“(b) if material obligations under this Management Agreement can no longer be fulfilled due to changes in the applicable law compared to the date of signing this Agreement, provided that the Fund Manager has used reasonable endeavours to comply with or (if it is not possible for the Fund Manager to do so) to propose a reasonable alternative arrangement involving an Affiliate which would comply with the relevant law, in accordance with clause 14.3 below, but despite those efforts compliance would not be possible; or”

**Clause 14.3 is modified and will have the following content:**

“14.3 To the extent that changes in the applicable law or regulation following the signing of this Management Agreement (including, without limitation, the future provisions implementing the Directive 2011/61/EU on Alternative Investment Fund Managers under Romanian legislation) impose requirements on the Fund Manager in the performance of this Management Agreement with which the Fund Manager cannot comply, the Fund Manager undertakes to use reasonable endeavours to continue performance of the services to the extent legally possible and, to the extent not legally possible, to procure that a reputable Affiliate shall agree to provide the same services on substantially the same terms to the Customer. For the avoidance of any doubt, the appointment of such Affiliate, as well as the implementation of any amendments to this Management Agreement or any other alternative arrangement proposed by the Fund Manager are subject to consent by the Customer, at its full discretion and nothing in this Management Agreement shall be construed as an expressed prior consent in this respect”.

**Clause 18.4 is modified and will have the following content:**

“18.4 If any Force Majeure Event shall substantially impair the ability of the Fund Manager to carry out its duties under this Management Agreement, the Customer shall be entitled to appoint a replacement manager until such event is rectified. If the Fund Manager remains unable to deliver (whether through Delegates or outsourcess or otherwise) substantially all its services under this Management Agreement after three months from the appointment of the relevant replacement manager have elapsed, the

Customer shall be entitled to terminate the appointment of the Fund Manager on immediate notice”.

**Clause 19.1 is modified and will have the following content:**

“19.1. This Management Agreement is governed by and shall be construed in accordance with the laws of England & Wales”.

**Clause 19.2 is modified and will have the following content:**

“19.2. Dispute Resolution

a) Any dispute or difference arising out of or in connection with the Management Agreement, including without limitation any disputes regarding its valid conclusion, existence, interpretation, nullity, breach, amendment, termination in any way of this Management Agreement (each a “Dispute”), that cannot be resolved by amicable negotiations within a reasonable period of time from the notice served by any of the Parties relating to the potential Dispute shall be finally resolved by the LCIA (London Court of International Arbitration) under the LCIA Rules of Arbitration. The Party requesting the initiation of the arbitration proceedings shall serve the other Party with a written notice that such proceedings will be initiated.

b) The place of the arbitration shall be London, the language of the arbitration shall be English, and the tribunal shall consist of three (3) arbitrators appointed in accordance with the LCIA Rules.

c) Any award of the arbitral tribunal rendered in accordance with this clause shall be final and binding on the Parties.

d) The award shall be voluntarily executed by the Parties in any jurisdiction, or else award enforcement proceedings may be instituted in any court in the country where the recognition of such arbitration award is requested.

e) In the event of a Dispute, the Party prevailing in such Disputes shall be entitled to recover all expenses, including without limitation reasonable legal fees and expenses and arbitral and court-related costs, incurred in ascertaining such Party’s rights under this Management Agreement and preparation of application and enforcement of such Party’s rights, as determined by the arbitration tribunal, whether or not it was necessary for such Party to institute any enforcement proceedings to achieving the enforcement of its rights.”

18

---

**Clause 21.2 is modified and will have the following content:**

“21.2. For the duration of this Management Agreement and irrespective of any replacement of the Fund Manager to which the Customer may consent, the Fund Manager undertakes (and must ensure that any entity in its group with which the Fund Manager may be replaced undertakes) that (i) it will not, without the prior express written approval of the BoN, change, replace or dismiss, save as a result of misconduct by the employee, Mr. Grzegorz Maciej Konieczny from acting in his capacity as the Fund Manager’s and the Sole Director’s representative with respect to the Customer, nor do any similar acts or things or do anything which may have a similar effect, and (ii) it will use all reasonable efforts to procure that Mr. Grzegorz Maciej Konieczny must, for the duration of his employment by the Fund Manager (or any replacement to whom investment discretion is allocated) in the course of this Management Agreement, devote the necessary time for the management of the Portfolio”.

**Clause 22 is modified and will have the following content:**

“This Management Agreement will be signed in the English language and executed in 3 originals, one for the Fund Manager and two for the Customer. The Fund Manager will prepare Romanian language translations to be submitted with the GSM and the necessary authorities”.

**The Annex is modified and will have the following content:**

## **“Annex**

*The fees due to the Fund Manager in accordance with clause 10 of this Management Agreement shall be calculated and paid in RON by the Customer in compliance with the following provisions.*

*The fee shall be calculated based on a (i) Base Fee, and (ii) a Distribution Fee.*

*1. The Base Fee is applied to the notional amount according to the following formula: the Base Fee Rate multiplied by the notional amount, multiplied by the number of calendar days of payment, divided by 365,*

*where*

*the Base Fee Rate = 60 basis points per year;*

*1 basis point = 0.0001; and*

*the notional amount is the market capitalization of the Customer which is defined as the number of the Customer's paid shares, minus the weighted average number of the Customer's settled own shares held in treasury over the calculation period, then multiplied by the weighted average market price of the Customer's shares calculated for the corresponding quarter. The weighted average market price is computed based on the daily average market prices of the Customer's shares and corresponding daily volumes, as published by Bucharest Stock Exchange REGS section. If the number of shares relevant for the computation of the Base Fee (described above) changes over the calculation period, the Base Fee will be an aggregation of the computation for each sub-period.*

*2. It is recognized that distributions beneficial to shareholders would reduce the notional amount upon which the Base Fee is calculated; to reward the Fund Manager for arranging such distributions, a Distribution Fee shall be payable as follows:*

*- 200 basis points of total non-dividend distributions (including, without limitation, repurchases of own shares and returns of share capital) made available up to and including 31 October 2015; and*

*- 100 basis points of total non-dividend distributions (including, without limitation, repurchases of own shares and returns of share capital) made available from and including 1 November 2015.*

*Reference is made to distributions being “made available” to clarify that any failure on the part of any shareholder to collect, or to take the necessary steps to facilitate the receipt of, these distributions will not result in any adjustment of the calculation of the Distribution Fee due to the Fund Manager. The calculation of the Distribution Fee shall be made when such distributions become available to shareholders (e.g. payment start date). In case of repurchase of own shares, the calculation of the Distribution Fee shall be made at the date when the own shares repurchase transactions are settled.*

*3. The Base Fee shall be paid to the Customer quarterly, based on the invoices to be issued by the Fund Manager within twenty (20) business days following the end of the quarter for which payment is made.*

*The Distribution Fee shall be paid by the Customer quarterly, based on the invoices to be issued by the Fund Manager within twenty (20) business days following the end of the quarter in which the relevant date for calculating the distribution amount occurred. The calculation of the first payment period shall cover all non-dividend distributions made available from (and including) 30 September 2014 up to the end of the relevant period (regardless of the date on which this clause becomes effective).*

*The invoices for the Base Fee and the Distribution Fee shall be submitted to the Depositary of the Customer's assets.*

*The Fund Manager shall provide to the BoN quarterly and on an annual basis and upon reasonable request of the BoN a detailed report regarding the fees collected under this Management Agreement, in the form reasonably required by the BoN.*

*4. The payment of fees (Base Fee and Distribution Fee) shall be arranged by the Fund Manager only after the verification and certification by the Depositary of the correctness of the calculation: notional amount, value of distributions, all the other items used in calculation of the fees, as well as the modalities for determining the fees.*

*The payment shall be done within 30 business days since receipt of the invoice.”*

## **Entry into force**

This Addendum no. 2 shall be effective from the latest of the following dates: (i) the date of the endorsement by the FSA of such; and (ii) 15 October 2014.

**The other clauses of the Investment Management Agreement no. 45 signed on 29 April 2014 between the Customer and the Fund Manager, amended by Addendum no. 1 of [...] [...] 2014 remain unchanged.**

## **SIGNATORIES**

This Addendum will be signed in Romanian and English languages and executed in a number of three (3) counterparts, all of which taken together constitute the agreement, one (1) for the Fund Manager and two (2) for the Customer.

**AS WITNESS** the hands of the duly authorized representatives of the parties on the date which appears first on page 1.

Signed by and for  
**FONDUL PROPRIETATEA S.A.**

---

Signed by and for  
**FRANKLIN TEMPLETON INVESTMENT MANAGEMENT LIMITED UNITED KINGDOM**

---