

The IMA in force	Proposals
<p>1. INTERPRETATION</p> <p>In this Agreement, unless the context otherwise requires, it is agreed that:</p> <ul style="list-style-type: none"> – words in the singular include the plural, words in the plural include the singular, words importing the masculine gender include the feminine, and words importing the feminine gender include the masculine; – headings and paragraphs are for the purpose of organization only and shall not be used to interpret this Agreement; – references to “this Management Agreement” include its Preamble, Recitals and Annex (which are incorporated herein by reference and are integrated within the body of this Management Agreement) and this Management Agreement, unless otherwise stated; – references in this Management Agreement to Preamble, Recitals, Sections, Articles, Clauses, Sub-Clauses and Schedules are to the preamble, recitals, sections, articles, clauses and sub-clauses of, and annexes to, this Management Agreement, unless otherwise stated. 	No changes.
<p>2. DEFINITIONS</p> <p>In this Management Agreement, the following capitalised terms shall, unless the context otherwise requires or it is otherwise provided, have the following meanings:</p> <p>Account means the account maintained by the depositary and sub-custodian(s), as the Customer has notified in writing to the Fund Manager;</p> <p>Affiliate means, with respect to any person, any other person directly or indirectly controlling, directly or indirectly controlled by, or under common control with such person;</p> <p>AOPC means the collective investment undertakings other than the undertakings for collective investment in transferable securities (OPCVM) which are established as closed-end investment funds or closed-end investment companies as defined by art. 114 para. (1) of Law no. 297/2004;</p> <p>Associated company (when used in relation to the Fund Manager) means any company which is an Affiliate of the Fund Manager;</p> <p>BoN means the Board of Nominees (“<i>Comitetul Reprezentantilor</i>” in Romanian language) - the board witch supervises the Fund Manager, appointed by the GSA and under direct supervision of GSA;</p> <p>Central Depository means a legal person established as a joint-stock company, authorised and supervised by CNVM, which deposits securities and carries out other related operations;</p> <p>CNVM means the Romanian National Securities Commission, having the duties established in the Government Emergency Ordinance no. 25/2002 on the approval the By-laws of the National Securities Commission, approved with amendments by Law no. 514/2002, as subsequently amended;</p> <p>Constitutive Act means the Articles of Incorporation of the Customer;</p> <p>Control and its synonyms means the relationship between the parent company and its subsidiary or a similar relation between any individual or legal entity and a commercial company; any subsidiary of a subsidiary will be considered a subsidiary of the parent company actually controlling these subsidiaries; a</p>	No changes.

close relationship is also considered to be the situation where two or more natural or legal entities are permanently linked by one and the same person through a control relationship;

Customer means S.C. „Fondul Proprietatea” S.A., a closed - end investment company established in 2005 by the Romanian Government by the Government Decision no. 1481/2005 regarding the establishment of the Company S.C. „Fondul Proprietatea” – S.A., as further amended, in order to compensate the citizens whose assets were abusively taken from them during the Communist era, located in Bucharest municipality, Apolodor St. 17, 5th District, Romania;

Damages mean any and all losses, claims or liabilities generated by any circumstances that may result in a prejudice;

Delegate means the entity which has been delegated or outsourced the investment management or other functions by the Fund Manager, with the prior endorsement of CNVM, where required by applicable legislation.

Depositary is that credit institution in Romania, authorized by Romania’s National Bank, according to banking legislation, or a branch in Romania of a credit institution, authorized in a Member State, endorsed by CNVM to hold and safeguard financial assets in compliance with the provisions of Law no. 297/2004, in the deposit of which are entrusted for safekeeping all assets of S.C. „Fondul Proprietatea” S.A.;

Dispute means any dispute or disagreement arising out of or in connection with this Management Agreement, including without limitation any disputes regarding its valid conclusion, existence, nullity, breach, termination or invalidity;

Fund Manager is Franklin Templeton Investment Management Limited, the asset management company, a foreign legal person, which is set up as a joint-stock company and is authorized by the competent authority in the Member State of origin and which, as a precedent condition for this Agreement to become effective, will set up a branch on Romania’s territory, based on the authorization issued by CNVM and will register such branch with the CNVM Registry. The Fund Manager will be designated as sole director of the Customer according to the provisions of this Management Agreement and of the Constitutive Act.

GDP means Gross Domestic Product, meaning the monetary value of all the processed goods and services produced within Romania’s borders in a specific time period;

GEO no. 81/2007 means the Emergency Government Ordinance no. 81/2007 for the acceleration of the procedure on granting damages in relation to assets abusively taken, published in the Official Gazette No. 446 of 29 June 2007, Part I;

GSA means the General Shareholders’ Assembly of the Customer;

IFRS means International Financial Reporting Standards, meaning a set of international accounting standards stating how particular types of transactions and other events should be reported in financial statements, as issued by the International Accounting Standards Board, as adopted by European Union.

Indemnified Party means the Customer, its employees, agents and representatives;

In-House Funds means collective investment schemes and individual portfolios of investments (VN: we

<p>deleted because it was more that in Romanian) managed by the Fund Manager;</p> <p>IPS means the Investment Policy Statement, meaning the process that the Customer has approved in order to make investment related decisions in relation to the Portfolio assets;</p> <p>Law No. 297/2004 means the Capital Market Law no. 297/2004, published in the Official Gazette of Romania No. 571 of 29 June 2004, Part I, as further amended and completed;</p> <p>Law No. 247/2005 means the Law no. 247/2005 regarding the Property and Judicial Reform, as well as Adjacent Measures, published in the Official Gazette No. 653 of 22 July 2005, Part I, as further amended and completed;</p> <p>Listing means the first day of trading on the regulated spot market managed by S.C. Bursa de Valori Bucuresti S.A.;</p> <p>Member State means the Member States of the European Union and the other States which belong to the European Economic Area;</p> <p>Management Agreement means this Management Agreement concluded between S.C. Fondul Proprietatea S.A., as Customer and FRANKLIN TEMPLETON INVESTMENT MANAGEMENT LIMITED, as Fund Manager;</p> <p><i>NAV means the net asset value of Fondul Proprietatea, which is determined according to CNVM regulations and applicable legislation.</i></p> <p>OPCVM means undertakings for collective investment in transferable securities; meaning open-end investment funds and investment companies as defined by Art. 76 para. (1) of Law no. 297/2004;</p> <p>Prudential rules means regulations regarding prudential and capital adequacy requirements issued by CNVM or other capital market/banking regulatory bodies in the European Union in order to assess risks correctly and further to prevent and mitigate their effects;</p> <p>Portfolio means the totality of assets managed.</p> <p>Regulated market is the market defined in art. 125 of Law no. 297/2004;</p> <p>Sole Director means the legal person appointed by the shareholders to manage the Customer, within the limits provided by the applicable Romanian law, the Constitutive Act and the decisions of the GSA. For the purposes of this Agreement, any reference to the Sole Director is a reference to the Fund Manager.</p> <p>Soft dollar practices mean arrangements under which assets or services, other than excution of securities transactions, are obtained by a fund manager from or through a broker in exchange for the fund manager directing to the respective broker trades concluded on behalf of the undertaking for collective investment managed by that fund manager.</p>	
<p>3. AGREEMENT SCOPE</p>	<p>No changes.</p>

<p>The scope of this Management Agreement is to grant the Fund Manager the mandate of Sole Director of the Customer, and also, of fund manager of the Customer and to establish the parties’ rights and obligations regarding this mandate.</p> <p>4. APPOINTMENT OF THE FUND MANAGER</p> <p>4.1 By this Management Agreement, the Customer appoints the Fund Manager as the Sole Director of the Customer and also as the fund manager of the Portfolio transferred according to point 14.1. let. d).</p> <p>5. ACCEPTANCE OF APPOINTMENT</p> <p>The Fund Manager accepts its appointment as Sole Director of the Customer and fund manager of the investments upon the terms of this Management Agreement.</p>	
<p>6. OBLIGATIONS OF THE FUND MANAGER. MANAGEMENT SCOPE AND OBJECTIVE</p> <p>6.1. The obligations and the competencies of the Fund Manager as Sole Director of the Customer are set forth by Romanian Company Law no. 31/1990, as republished and further amended and the applicable regulations, Law no. 297/2004 and the applicable regulations and the Constitutive Act, which may be subject to further amendment according to law. The Fund Manager shall be responsible for:</p> <p>(i) establishing a reference date for shareholders entitled to vote within the general assembly, under the law, and draft the text of the announcement on the convocation of the general assembly, after obtaining the prior approval of the Board of Nominees and after it added to the agenda the matters requested by the Board of Nominees;</p> <p>(ii) upon the written request of any shareholder submitted before the date of the general assembly of the shareholders, providing answers, after obtaining the prior approval of the Board of Nominees, in connection with the aspects concerning the business of Fondul Proprietatea;</p> <p>(iii) ensuring that, if requested by any of the shareholders, a copy of the minutes of the general assembly shall be given to them and also, after the calling of the ordinary annual general assembly of the shareholders is published, make available to the shareholders the financial statements of the company and the reports of the Fund Manager and of the company's financial auditors,</p> <p>(iv) preparing the annual financial statements, drafting the annual activity report, examining the financial auditors' report, presenting them to the Board of Nominees before submitting such documents to the general assembly of the shareholders for approval and making proposals on the distribution of the profit, after obtaining the prior approval of the Board of Nominees;</p> <p>(v) managing the relationship with the Central Depository with regard to its shareholders register functions,</p> <p>(vi) preparing an annual report on the management and the business policy of Fondul Proprietatea, to be presented to the Board of Nominees for approval prior to its submission to the general meeting of the shareholders;</p> <p>(vii) proposing for the prior approval of the Board of Nominees and further, of the general assembly of the shareholders, of the yearly income and expenditure budget and business plan;</p> <p>(viii) proposing for the prior approval of the Board of Nominees and further, of the general assembly of the shareholders of Fondul Proprietatea, the general strategy in accordance with the investment policy of Fondul Proprietatea; it is responsible for implementation of the investment policy and with achieving a proper balance between the profits and the risks related to the portfolio of Fondul Proprietatea, it has to inform periodically the Fund on the significant changes in the activities of Fondul Proprietatea and within the structure of its portfolio.</p>	<p>(vi) preparing an annual report on the management policy of Fondul Proprietatea, to be presented to the Board of Nominees for approval prior to its submission to the general meeting of the shareholders;</p> <p>(vii) proposing for the prior approval of the Board of Nominees and further, of the general assembly of the shareholders, of the yearly income and expenditure budget;</p>

<p>(ix) approving the outsourcing of certain activities, within the limits of the approved budget, respectively delegating the performance of certain activities, subject to the prior endorsement by CNVM , where required by applicable legislation.</p> <p>(x) based on the proposal of the Board of Nominees submitting to the approval of the extraordinary general meeting of the shareholders any agreement / document which may create binding obligations to Fondul Proprietatea, (including but not limited to the purchase, selling, change or encumber the non-current asset of Fondul Proprietatea) whose value exceeds, either individually or cumulatively during a financial year, 20% of the non-current assets, less any receivables;</p> <p>(xi) entering into any agreement / document which may create binding obligations to Fondul Proprietatea, (the purchase, sale, conversion or encumber the non-current asset of Fondul Proprietatea) whose value does not exceed, either individually or cumulatively during a financial year, 20% of the non-current assets, less any receivables, without prior approval of the ordinary or extraordinary general shareholders meeting;</p> <p>(xii) subject to the provisions of the Constitutive Act, IPS and applicable legislation taking all decisions at its sole discretion in relation to the acquisition of, disposal of, and exercise of all rights and obligations in relation to the assets of Fondul Proprietatea;</p> <p>(xiii) proposing to the general assembly of the shareholders the conclusion of the financial audit agreement according to the legal provisions in force, upon obtaining the prior approval of the Board of Nominees, as well as approving the procedure of internal audit and the audit plan;</p> <p>(xiv) deciding the relocation of the registered office, provided that the registered office shall at all times be registered in Romania;</p> <p>(xv) making available to the Board of Nominees the reports, as well as any other documents necessary for exercising the monitoring duties, in accordance with art. 17 para. (11) of Annex no. 7 to the Terms of Reference as approved by Government Resolution 1514/2008 approving the regulation for the organisation of the international tender for the appointment of the management company of Fondul Proprietatea and of the Terms of Reference of the tender; to inform at once the Board of Nominees on any litigation or infringement of legislation regarding securities related to the Fund Manager, on any operation which might be an infringement to the investment policy and about the plans/correction measures for addressing these matters.</p> <p>(xvi) asking for the calling of the extraordinary general assembly of shareholders in order for the latter to decide whenever an issue appears on which the Board of Nominees has a disagreement with the Fund Manager, which can not be resolved amiably by the two corporate bodies.</p> <p>Also, the Fund Manager shall have at least the obligations established in the Terms of Reference and the IPS, all of them approved by Government Decision no. 1514/ 2008 and assumed by the offer submitted by the Fund Manager within the international tender for appointing the fund manager for Fondul Proprietatea S.A.</p> <p>(xvii) proposing to Board of Nominees the recommendation for the Extraordinary General Meeting of the Shareholders for the appointment of the investment firm/investment bank who shall manage a public offer, as well as on its remuneration , when it will become necessary that such a company be appointed related to the admission to trading of Fondul Proprietatea</p> <p>(xviii) any other responsibilities set according to the Constitutive Act and applicable legislation.</p> <p>6.2. The Fund Manager shall perform its duties under this Management Agreement in line with the Customer's best interest, consisting in responding to public offerings or other corporate actions in connection with the securities in the Portfolio.</p>	<p>6.2. The Fund Manager shall perform its duties under this Management Agreement in line with the Customer's best interest, with respect in responding to public offerings or other corporate actions in connection with the securities in the Portfolio.</p>
<p>7. AUTHORIZED TRANSACTIONS</p>	<p>No changes.</p>

<p>According to the legal regulations in force, respectively Companies Law no. 31/1990, Law no. 297/2004 regarding the capital market and secondary regulations issued by C.N.V.M., as well as Law no. 247/2005 regarding the reform in the areas of ownership and justice as well as some related measures – Title VII, Government Emergency Ordinance no. 81/2007 for the acceleration of the procedure of granting of indemnifications for the immovable assets abusively seized, Government Decision no. 1481/2005 on the establishment of S.C. “Fondul Proprietatea” S.A. having attached the Constitutive Act of S.C. “Fondul Proprietatea” S.A., as further amended and completed, Government Decision no. 1514/ 2008 regarding the approval of the regulation for organizing the international tender for selecting the fund manager of S.C. “Fondul Proprietatea” S.A. and of tender book, as well as all other incident legal provisions in force.</p> <p>8. ASSET CUSTODY AND THE DEPOSITARY</p> <p>8.1. The assets of the Customer shall be placed in custody according to legal provisions applicable to the AOPC. The depository agreement shall include clauses relating to the replacement of the Depositary and rules for safeguarding the shareholders in such situations.</p> <p>8.2. All payments due for receipt by the Customer, such as dividends, interests, sale proceeds, or any with other title, shall be paid directly to the Depositary and in the Customer’s account opened at the Depositary. The Fund Manager shall not be entitled at any time and in any form to hold cash or other assets from the Portfolio belonging to the Customer in any form.</p>	
<p>9. FUND MANAGER REMUNERATION AND EXPENSES</p> <p>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 Terms of Reference and the final offer formulated following the negotiations.</p> <p>9.1 As remuneration for its services under this Management Agreement, the Fund Manager shall receive a management fee in Romanian national currency – Lei, according to the Annex to this Management Agreement.</p> <p>9.2 Save as expressly provided otherwise in this Management Agreement, all costs and expenses incurred by the Fund Manager in the performance of its functions shall not be for the account of the Customer, but as the parties to this Agreement agree, shall be borne by the Fund Manager. Customer shall bear, or shall reimburse the Fund Manager where the Fund Manager has incurred them in advance, the following expenses:</p> <p>a) expenses related to the payment of fees owed to the Depositary;</p> <p>b) expenses related to intermediaries;</p> <p>c) expenses related to taxes and fees owed to CNVM,</p> <p>d) expenses related to the financial audit performed on Fondul Proprietatea and any other audits or valuations required by the legislation in force applicable to the Customer;</p> <p>e) expenses related to the admission to trading of the financial instruments issued by Fondul Proprietatea, and any subsequent issues or offerings, expenses with intermediaries arranging the listing, expenses related to marketing and arranging presentations to build investor interest, and expenses related to ongoing reporting and disclosure obligations applicable to an issuer admitted to trading on a regulated market;</p> <p>f) expenses related to the organising of GSA and communications with the shareholders and to the payment of fees for registrar services rendered by the Central Depositary;</p> <p>g) expenses related to the payment of taxes and fees owed to the Bucharest Stock Exchange and any other exchange on which the financial instruments of Fondul Proprietatea shall be admitted to trading;</p>	<p>9. FUND MANAGER REMUNERATION AND EXPENSES</p> <p>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 Terms of Reference and the final offer formulated following the negotiations in the annexes of this agreement.</p> <p>9.1 As remuneration for its services under this Management Agreement, the Fund Manager shall receive a management fee in Romanian national currency – Lei, according to the Annexes to this Management Agreement.</p> <p>9.2 Save as expressly provided otherwise in this Management Agreement, all costs and expenses incurred by the Fund Manager in the performance of its functions shall not be for the account of the Customer, but as the parties to this Agreement agree, shall be borne by the Fund Manager. Customer shall bear, or shall reimburse the Fund Manager where the Fund Manager has incurred them in advance, the following expenses:</p> <p>a) expenses related to the payment of fees owed to the Depositary;</p> <p>b) expenses related to intermediaries;</p> <p>c) expenses related to taxes and fees owed to CNVM,</p> <p>d) expenses related to the financial audit performed on Fondul Proprietatea and any other audits or valuations required by the legislation in force applicable to the Customer;</p> <p>e) expenses related to the admission to trading of the financial instruments issued by Fondul Proprietatea, and any subsequent issues or offerings,</p> <p>f) expenses with intermediaries arranging the listing,</p> <p>g) expenses related to investor relations and public relation in the interest of Fondul Proprietatea;</p> <p>h) expenses related to ongoing reporting and disclosure obligations according to legislation in force;</p> <p>i) expenses related to the organising of GSM and communications with the shareholders and to the payment of fees for registrar services rendered by the Central Depositary;</p> <p>j) expenses related to the payment of taxes and fees owed to the Bucharest Stock Exchange and any other exchange on which the financial instruments of Fondul Proprietatea shall be admitted to trading;</p>

<p>h) expenses related to the registration with the Trade Registry or documents issued by the Trade Registry;</p> <p>i) expenses related to the payment of fees owed to the banks for banking services performed for Fondul Proprietatea, with the exception of the expenses mentioned in letter a);</p> <p>j) expenses related to appointing legal advisers to act on behalf of Fondul Proprietatea, where necessary to protect the legal rights of Fondul Proprietatea and defend claims of third parties against Fondul Proprietatea;</p> <p>k) expenses related to contracts with external service providers existing as of execution of this Management Agreement until the expiry or termination of the contract;</p> <p>l) expenses related to remuneration of the members of the BoN (in relation to their services and attendance at meetings, in accordance with the Constitutive Act and any applicable internal regulations) and for independent persons (not employees of the Fund Manager or its affiliates) acting as representatives of Fondul Proprietatea on the corporate bodies of companies in the Portfolio, where appropriate;</p> <p>m) expenses relating to printing costs for Fondul Proprietatea's documentation;</p> <p>n) expenses or charges imposed to the Customer by any tax authority related to the above expenses or otherwise applicable to the running of the business of Fondul Proprietatea;</p> <p>o) other expenses approved by the BoN for the Customer in accordance with the Constitutive Act.</p> <p>The expenses mentioned at points d), e), f) j) and m) above shall be made by the Fund Manager only with the prior written approval of the BoN.</p> <p>Save as provided above, the Fund Manager shall be liable for the following out of pocket expenses incurred when performing its duties hereunder, including, but not limited to:</p> <ol style="list-style-type: none"> expenses in connection with mailing and telephone; expenses in connection with business travels and accommodation; expenses in connection with salaries, bonuses and all other remunerations granted by the Fund Manager to its employees and collaborators; all other expenses necessary to the functioning of the Fund Manager or its Romanian branch. <p>9.3 In the execution of this Management Agreement, the Fund Manager shall not use "soft dollars" practices. All transactions in connection to the Portfolio shall be made in the best interest of the Customer and according to the IPS, and shall be consistent with the principles of best execution.</p> <p>9.4 Any director's fees and other fees received by the Fund Manager's employees, agents or representatives from any of the Portfolio companies will be either paid over to the Customer or deducted from the management fee.</p> <p>9.5 The Fund Manager shall not claim any lien, right of retention, security interest or set-off over the Portfolio or any assets or moneys in it.</p>	<p>k) expenses related to the registration with the Trade Registry or documents issued by the Trade Registry;</p> <p>l) expenses related to the payment of fees owed to the banks for banking services performed for Fondul Proprietatea;</p> <p>m) expenses related to legal advisers to act on behalf of Fondul Proprietatea;</p> <p>n) expenses related to contracts with external service providers existing as of execution of this Management Agreement until the expiry or termination of the contract;</p> <p>o) expenses related to remuneration of the members of the BoN (in relation to their services and attendance at meetings, in accordance with the Constitutive Act and any applicable internal regulations) and for independent persons (not employees of the Fund Manager or its affiliates) acting as representatives of Fondul Proprietatea on the corporate bodies of companies in the Portfolio, where appropriate;</p> <p>p) expenses relating to printing costs for Fondul Proprietatea's documentation;</p> <p>q) expenses or charges imposed to the Customer by any tax authority related to the above expenses or otherwise applicable to the running of the business of Fondul Proprietatea;</p> <p>r) expenses relating to the valuation of unlisted portfolio holdings by independent valutors with the prior approval of BoN, according to the Ordinary General Meeting of Shareholders Resolution no. 22/27.06.2012;</p> <p>s) other expenses with an annual value that does not exceed EURO 50,000 related to the activity of Fondul Proprietatea;</p> <p>t) other expenses approved by the BoN for the Customer in accordance with the Constitutive Act, if the annual value exceeds EURO 50,000.</p> <p>Save as provided above, the Fund Manager shall be liable for the following out of pocket expenses incurred when performing its duties hereunder, including, but not limited to:</p> <ol style="list-style-type: none"> expenses in connection with mailing and telephone; expenses in connection with business travels and accommodation, except the expenses related to investor relations; expenses in connection with salaries, bonuses and all other remunerations granted by the Fund Manager to its employees and collaborators; all other expenses necessary to the functioning of the Fund Manager or its Romanian branch. <p>9.3 In the execution of this Management Agreement, the Fund Manager shall not use "soft dollars" practices. All transactions in connection to the Portfolio shall be made in the best interest of the Customer and according to the IPS, and shall be consistent with the principles of best execution.</p> <p>9.4 Any director's fees and other fees received by the Fund Manager's employees, agents or representatives from any of the Portfolio companies will be either paid over to the Customer or deducted from the management fee.</p> <p>9.5 The Fund Manager shall not claim any lien, right of retention, security interest or set-off over the Portfolio or any assets or moneys in it.</p>
<p>10. PROVISION OF INFORMATION TO THE CUSTOMER AND ITS REPRESENTATIVES</p> <p>10.1 The Fund Manager will provide the Board of Nominees with such analysis of performance and</p>	<p>No changes.</p>

periodical tabular presentations in connection to the Portfolio as reasonably requested by the Board of Nominees. At least twice in a calendar year the Fund Manager will make a presentation to the Board of Nominees in Bucharest in respect of the Portfolio for the previous six months and the Board of Nominees may request any documents in view to discussing market factors, the Portfolio and the operation of this Management Agreement.

10.2 The Fund Manager shall provide, quarterly and/or upon request, to the Customer written documents evidencing the transactions entered into between the Fund Manager, on behalf of the Customer, and third parties in connection with the Portfolio.

10.3 The Fund Manager shall keep accurate and detailed records of all investments, receipts, disbursements and other transactions relating to the Portfolio which it shall send to the Customer monthly.

10.4 The Fund Manager shall supply on demand to the Customer copies of all accounts entries in its books relating to the Portfolio. The Fund Manager will extend its normal working schedule as and when requested by the Customer and will provide, without unnecessary delay, all necessary facilities and assistance to the Customer's auditors and other authorised representatives, including representatives of its shareholders and/or of the BoN, to audit and verify records of the Fund Manager relating to the securities, papers and other assets in the Portfolio. The scope of the audit shall not be limited by the Fund Manager and may include the examination of the accounting system, procedures, records, internal controls, and other areas considered necessary to examine by the Customer or such auditor in order to facilitate formulation by the Customer of any opinion on the costs, both direct and indirect, or other amounts billed to the Customer and the performance of the Portfolio and the Fund Manager. The Fund Manager shall co-operate as necessary for the performance of any such audits, including securing for the aforementioned auditors and other authorised representatives assistance from the Fund Manager's compliance officer and internal audit.

10.5 The Fund Manager shall report to the Customer within two business days of its discovery of any non-compliance with the provisions of this Agreement (including the Schedules) and shall take all steps required to rectify such non-compliance as soon as possible.

10.6. The Fund Manager will liaise as necessary with the Depositary to enable the Depositary, on the Customer's behalf, to fulfil any obligations to disclose shareholdings in companies in which the Portfolio is invested in accordance with relevant legislation and will provide timely information to the Depositary for this purpose.

11. CONFIDENTIALITY AND ACTS WITH FISCAL CONSEQUENCES

- 11.1 The Fund Manager will, except only in so far as:
- (a) otherwise required by laws or regulations; or
 - (b) necessary for effecting settlement and the performance of operations with the Depositary and any sub-custodian for the assets of the Portfolio; or
 - (c) otherwise permitted in writing by the Customer; or
 - (d) necessary for the purpose of setting up foreign exchange facilities (disclosure in this case shall be limited to credit and compliance departments of the banks),

ensure that all matters relating to the Portfolio will be kept strictly confidential. Before the Fund Manager discloses confidential information under let. a), it shall inform the Customer to this end.

11.2 The Fund Manager shall not disclose information relating to the Portfolio to other companies of the Franklin Templeton financial group who carry on to a material extent any activities other than investment management outside those members of staff engaged in investment management functions, except in circumstances permitted in clause 11.1 (a)- (d). The Fund Manager shall in any event operate

confidentiality procedures which oblige its staff only to disclose information relating to the Portfolio within the Fund Manager on a “need to know” basis and to observe strictest confidentiality in relation to price sensitive information.

11.3. The Fund Manager shall not knowingly take or omit to take any action which might prejudice the interests of the Customer with respect to the applicable tax legislation.

12. TERMINATION

This Agreement may be terminated according to the legal regulations in force, as well as under the conditions established according to the Regulation for Organizing the International Tender, the Terms of Reference and the Final Offer resulting after negotiations and according to this Management Agreement.

12.1 (a) The Customer may unilaterally and at its sole discretion terminate (“*denuntare unilaterală*” in Romanian language) this Management Agreement, at any time, on three months’ prior written notice to the Fund Manager. Should the termination of this Management Agreement occur, the mandate of the Fund Manager as Sole Director terminates accordingly.

(b) The Fund Manager may terminate this Management Agreement, in the first three years from the date of the entering into force of this Management Agreement, with twelve months’ prior written notice. Thereafter, the Fund Manager may terminate this Management Agreement on six months’ prior written notice to the Customer.

(c) Notwithstanding the above the Fund Manager may terminate this Management Agreement by written notice to the Customer, if so required by any competent regulatory authority or if the Customer becomes the subject of any winding up order.

(d) In the event of either party giving notice to terminate this Management Agreement, the Fund Manager shall (except to the extent otherwise required in writing by the Customer) continue to carry out all such acts as it is empowered and required to do by any part of this Management Agreement until the date of termination, except that it shall not, without the express instruction of the Customer, enter into any new commitment after the receipt of such notice. Termination of this Management Agreement shall not terminate rights and obligations which are capable of surviving termination, including in particular, duties of the Fund Manager to report to the Customer, to provide information to the Customer and to keep matters confidential. Transactions in progress shall be dealt with in accordance with the Customer’s instructions or, in the absence of such instructions, having regard to the best interests of the Portfolio.

e) In the event of the termination of the Agreement, the Customer has the duty to pay any outstanding fees due to the Fund Manager pro rata to the date of termination.

12.2. In case of default in performing the obligations assumed under this Management Agreement, this Management Agreement shall be terminated with full right without prior notice and without any court intervention.

13. AMENDMENT OF THE MANAGEMENT AGREEMENT AND ASSIGNMENT OF RIGHTS

13.1 This Management Agreement may be amended at any time by an addendum signed by the legal representatives of the Fund Manager and of the Customer, with the prior approval of CNVM.

13.2 This Management Agreement is concluded in consideration of the person of the Fund Manager and

the Fund Manager shall not be entitled to assign or to transfer any of its rights or obligations hereunder. The Fund Manager may delegate or outsource the investment management or other functions to any entity (“Delegate”), subject to prior endorsement of CNVM where required by applicable legislation. The Fund Manager may delegate the Portfolio management activity with observance of the legal provisions in force. The delegation of its functions to third parties shall not exonerate the Fund Manager of its liability.

13.3. The Fund Manager acknowledges and accepts that, if the legislation governing the Customer is amended so as to recognize the possibility for the Fondul Proprietatea to act as a self managed fund and outsource only the portfolio management activities, the Customer is free, at its own discretion, to decide on the change in the corporate governance structure of Fondul Proprietatea. If the corporate governance structure of Customer is changed, the Fund Manager accepts the consequences of such a change and, implicitly, agrees to amend the Management Agreement.

14. DURATION OF THE AGREEMENT

14.1 This Management Agreement shall be effective when all the actions below are completed:

- a) both parties have signed this Management Agreement;
- b) the resolution approved by the extraordinary GSA, has been published in the Official Gazette of Romania as well as its registration with the Bucharest Trade Registry upon the fulfillment of all necessary legal proceedings;
- c) the Fund Manager has properly completed the registration of its Romanian branch;
- d) the Fund Manager and the Customer conclude, in writing, a handover protocol of the Portfolio.

Such handover protocol as mentioned at let. d) above will be concluded at the date when the money and/or investments were transferred and shall specify the money and/or investments transferred giving the value of all assets transferred.

14.2 Notwithstanding 14.1 the Fund Manager shall co-operate, as from the signature of this Management Agreement, with the members of the Directorate, Supervisory Board and of the Board of Nominees, as the case may be, according to their duties as established in the Constitutive Act of S.C. “Fondul Proprietatea” - S.A.

14.3 In compliance with the Constitutive Act the duration of the Fund Manager mandate is four years as of the effective date and is renewed automatically, if there is no adverse decision of the general meeting of the shareholders, entitled to decide on the termination of the mandate even before its regular lifespan. The duration of this agreement shall be renewed automatically with a period of 4 years should the shareholders of Fondul Proprietatea not decide otherwise. The Fund Manager will call the Ordinary General Meeting of Shareholders with at least 3 months before of the termination of Investment Management Agreement having on the agenda the extension of the mandate or the appointing of a new Fund Manager. The Fund Manager will organize the Ordinary General Meeting of Shareholders before the termination of Investment Management Agreement.

15. COMMUNICATIONS, INSTRUCTIONS, NOTIFICATIONS

15.1. All notifications and other communications from the Customer shall be made by BoN to the Fund

<p>Manager.</p> <p>15.2. For the purpose of any communication between the Customer and the Fund Manager in relation to this Agreement, the Customer shall be represented by Board of Nominees.</p> <p>15.3 The Fund Manager shall be entitled to rely on any notification or communication given by the BoN above without further enquiry, provided the instruction, notification or communication is given in one of the ways permitted in this Management Agreement and provided that oral instructions may not be relied upon by the Fund Manager.</p> <p>15.4. All notices or any other communication to be given under this Agreement must be in writing, in Romanian language, and must be: (i) personally delivered; (ii) delivered by fax; (iii) sent by courier with return receipt; or by e-mail.</p> <p>15.5. The Parties details for transmitting notifications or any other communications related to the present Management Agreement are the following: If addressed to the Fund Manager: Address : Premium Point Building 78-80 Buzzești Street, 7th -8th floor, Bucharest District 1, Postal Code 011017 Fax: (021) 200 96 31/32 To the attention of: Mr. Grzegorz Maciej Konieczny If addressed to the Customer: At the contact details provided by the representative of the Customer appointed in accordance with Section 15.1.</p>	<p>15.4. All notices or any other communication to be given under this Agreement must be in writing, in Romanian language, and must be: (i) personally delivered; (ii) delivered by fax; (iii) sent by courier with return receipt; or (iv) by e-mail.</p>
<p>16. PARTIES' LIABILITIES</p> <p>16.1 The Fund Manager is liable for any damages suffered by the shareholders as a result of:</p> <ul style="list-style-type: none"> - infringement of normative acts and/or special regulations in force; - infringement of Customer's internal rules - deceit (in Romanian language "<i>dol</i>"); - default in performing the Agreement (in Romanian language "<i>culpa in executarea contractului</i>"); - failure to perform or defective performance, of this Management Agreement's obligations <p>16.2 The Fund Manager shall be liable for its negligence, wilful default, fraud or breach of this Management Agreement, or that of its Delegates, associated companies or its or their employees. As exception, the Fund Manager shall not be liable if it can show that the loss, liability, costs or expenses arose from events beyond its and its Delegates', associated companies' (or its or their employees') reasonable control provided it maintains reasonable back up and disaster recovery systems relating to the applicable loss, liability, costs or expenses.</p> <p>16.3 The Fund Manager shall not be liable for brokers (not being associated companies of the Fund Manager) unless the Fund Manager has acted negligently in selecting, contracting or monitoring such persons. In selecting a broker for a particular transaction, the Fund Manager shall attempt to obtain best execution for the Customer, considering such factors as price, cost, speed and execution and settlement capabilities required by a transaction, volume, efficiency, nature of the transaction, confidentiality and other factors relevant for the envisaged transaction. Notwithstanding this responsibility, the Fund Manager will pursue counterparties on the Customer's behalf and account to the Customer for all recoveries against</p>	<p>No changes.</p>

such counterparties.

16.4. a) The Fund Manager agrees to indemnify and hold harmless the Customer, its employees, agents and its representatives (any and all of whom are referred to as the “**Indemnified Party**”) from and against any and all losses, claims, damages or liabilities (any and all of which are referred to as “**Damages**”), to which the Indemnified Party may become subject under law, including allegations of negligence or breach of fiduciary duty, or otherwise, insofar as such Damages are caused by or arise out of: (i) the wilful misconduct of the Fund Manager or any of its Delegates or associated companies (or its or their employees); ii) the breach by the Fund Manager or any of its Delegates or associated companies (or its or their employees) of any representation or warranty; (iii) the breach or non-fulfilment by the Fund Manager or any of its Delegates or associated companies (or its or their employees) of any obligation pursuant to this Management Agreement; (iv) any untrue statement of a material fact contained in information furnished to an Indemnified Party by the Fund Manager or any of its Delegates or associated companies (or its or their employees) or the omission to state a material fact necessary in order to make the statements not misleading in light of the circumstances under which they were made; (v) the breach by the Fund Manager or any of its Delegates or associated companies (or its or their employees) of any fiduciary duty or infringement of applicable law.

(b) The Fund Manager shall indemnify and shall hold harmless each Indemnified Party for all costs and expenses (including legal expenses) incurred by an Indemnified Party, in connection with any investigation, claim, action, suit, proceeding, demand or judgment, which is subject to the above indemnities.

(c) In the absence of Fund Manager’s or its employees’ negligence, fraud, wilful default or breach of this Management Agreement or that of any of its employees or Delegates, associated companies or their respective employees, the Customer agrees to indemnify the Fund Manager from and against losses, claims, damages or liabilities established by definitive and irrevocable judgments, arising from following the Customer’s specific instructions, provided that:

(i) The Fund Manager notifies the Customer in writing by fax or email (to such fax or email address as the BoN shall have notified the Fund Manager), as soon as reasonably practicable, but no later than 48 hours after becoming aware of the relevant definitive and irrevocable judgement establishing losses, claims, damages or liabilities as mentioned at let. c) above;

(ii) The Fund Manager does not make any admission of liability or agree to any settlement or compromise of any claim without the prior written consent of the Customer;

(iii) On a prompt and timely basis the Fund Manager shall have provided all such documents, information and assistance and have done all such acts and things as the Customer may have reasonably required in order to assist the Customer in relation to such claims; and

(iv) The Fund Manager will provide evidence that it has taken all reasonable steps necessary to mitigate such losses, claims, damages or liabilities prior to the notification mentioned at point (i) above.

16.5. The Fund Manager will maintain insurance for an insured amount of at least EUR 100 Million, including professional negligence and fidelity insurance so as to provide against, any failure to duly perform this Management Agreement or to account to the Customer for any money or investments if that failure is due to: (i) a wrongful act, negligent act, error, omission, or dishonest or fraudulent act of any employee; (ii) forgery of instructions, cheques, security or currency and damage caused to office premises and contents due to burglary or vandalism; and (iii) electronic and computer crime. Particulars of such insurance will be provided to the Customer on request. The Fund Manager shall notify the Customer forthwith of any proposed or actual reduction in the level, failure to renew, possible avoidance or early termination of any such insurance coverage.

16.6. Upon request of the Customer, the Fund Manager shall provide to the Customer evidence that the premium for the insurance described at pt. 16.5 above has been paid.

17. FORCE MAJEURE

“*Force majeure*” means unpredictable and unavoidable circumstance that precludes either party from performing its obligations, and exonerates the party that invokes the force majeure provided it is not at fault.

Force majeure protects the party invoking it from responsibility.

18. APPLICABLE LAW AND JURISDICTION

18.1. This Management Agreement is governed by and shall be construed in accordance with the laws of Romania.

18.2. 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 ICC International Court of Arbitration Paris under the ICC 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 ICC 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.

18.3. Notwithstanding the above, the Fund Manager acknowledges that any decision of the Customer to terminate the Fund Manager’s mandate as Sole Director will take effect pursuant to the provisions of point 12.1. pt. a) above.

19. REPRESENTATIONS

19.1. By this Management Agreement, the Customer represents and certifies that it is the beneficial owner of the assets comprised in the Portfolio and the net income there from will accrue to the benefit of the Customer.

<p>19.2. The Customer warrants and undertakes that on the date this Management Agreement becomes effective, the Portfolio will be free from any charge, lien, pledge or encumbrance (other than those resulting from normal custody and settlement arrangements). If the Customer shall create in the future or be informed about the creation of any charge, lien, pledge or encumbrance which may affect the Fund Manager's freedom trade in such securities, it undertakes that it will inform the Fund Manager of such action as soon as reasonably practicable.</p> <p>19.3. The Customer warrants and undertakes that the Customer has and will have all necessary consents and powers in its constitution and authorizations (all of which are fully enforceable in accordance with the terms thereof) to enter into this Management Agreement and to enable all transactions permitted under this Management Agreement to be effected and that all laws and regulations in Romania have been and will be complied with in respect of each such transaction.</p> <p>19.4. The Fund Manager represents and warrants to the Customer that:</p> <ul style="list-style-type: none"> (i) the Fund Manager has full power and authority to execute and deliver and to carry out the terms of this Management Agreement and this Management Agreement constitutes a legal, valid and binding obligation of the Fund Manager; (ii) the Fund Manager is duly incorporated in Romania or in an EU Member State; (iii) the Fund Manager has the legal capacity, as per the law applicable in its country of origin, and authorisation issued by the relevant capital markets/financial authority to provide investment management services to an entity such as the Customer; (iv) the Fund Manager has special knowledge and skill relevant to the services for which it is engaged under this Management Agreement; (v) the Fund Manager is not the subject of any regulatory or governmental actions, claims or investigations relevant to its investment management activities which could impair its ability to carry out the terms of this Management Agreement; (vi) neither the Fund Manager nor any of its subsidiaries, divisions or other affiliates involved with the affairs of the Customer has ever had its registration revoked, suspended or its activities restricted; (vii) the Fund Manager maintains adequate back up and disaster recovery systems and procedures; (viii) the Fund Manager takes investment decisions solely with reference to the interests of its clients; and (ix) its financial statements are subject to regular audit by financial auditors; (x) to the best of the Fund Manager's knowledge, neither the execution, delivery, nor performance of this Management Agreement by the Fund Manager will violate any law, statute, order, rule, or regulation of, or judgment, order or decree by, any federal, state, local, or foreign court or governmental authority, domestic or foreign, to which the Fund Manager is subject nor will the same constitute a breach of, or default under, provisions of any agreement or contract to which it is a party or by which it is bound <p>The Fund Manager shall notify the Customer forthwith of any event or matter which would, if these warranties were repeated, render them untrue, inaccurate or misleading.</p> <p>19.5. The Fund Manager shall promptly notify the Customer in writing of changes in the portfolio managers primarily responsible for the Portfolio or in senior staff responsible for setting the investment and business policy of the Fund Manager. The Fund Manager will provide, within 5 days from the signing date of this Management Agreement, a list with all employees, portfolio managers, the main persons with responsibilities in respect to the Portfolio, and senior staff responsible for setting the business and investment policy within the Fund Manager.</p>	<p>19.5. The Fund Manager shall promptly notify the Customer in writing of changes in the portfolio managers primarily responsible for the Portfolio or in senior staff responsible for setting the investment and business policy of the Fund Manager. The Fund Manager will provide yearly, within 30 days from the beginning of the calendar year, a list with portfolio managers, the main persons with responsibilities in respect to the Portfolio, and senior staff responsible for setting the business and investment policy within the Fund Manager. In case of a need to change a portfolio manager or a main person with responsibilities in respect of the Portfolio, the replacement shall have equal or superior qualifications and professional experience and similar time allocation for the Customer.</p>
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<p>20. TRANSITORY AND FINAL PROVISIONS</p> <p>20.1 If any of the provisions of this Management Agreement is held to be invalid or unenforceable, or impossible to perform, such invalidity, unenforceability or impossibility shall not affect any other provisions of this Management Agreement, and this Management Agreement shall be construed and enforced as if such invalid, unenforceable or impossible to perform provisions had not been included.</p> <p>20.2. The personnel proposed by the Fund Manager in the initial offer submitted during the international tender for appointing the fund manager for Fondul Proprietatea S.A. cannot be modified unless deemed necessary for reasons outside the Fund Manager’s reasonable control. In case of such a need to change the personnel, the Fund Manager shall promptly appoint other personnel with equal or superior qualifications and professional experience and with the same time allocation for the Customer upon written approval of the BoN.</p> <p>21. SIGNATORIES</p> <p>This Management Agreement will be signed in Romanian language and executed in (...) number of counterparts, all of which taken together constitute the agreement.</p> <p>AS WITNESS the hands of the duly authorised representatives of the parties on the date which appears first on page 1.</p>	<p>20.2. We propose to delete this clause because we added this idea after 19.5.</p>
<p>Annex 1</p> <p>The fee due to the Fund Manager in accordance with Art. 9.1. of this Agreement shall be calculated and paid in RON by the Customer in compliance with the following provisions:</p> <p>1. The fee shall be calculated based on a fixed commission, mentioned below, applied to the notional amount according to the following formula: The fee = the fixed commission multiplied by the notional amount, multiplied by the number of calendar days of payment divided by 365. where the fixed commission = the number of basis points per year; 1 basis point = 0.0001; 1 year = 365 days The fixed commission per year is composed of:</p> <ul style="list-style-type: none">- Fixed management fee of 37.9 (thirty seven point nine) basis points per year- Additional administration fee of 10 (ten) basis points per year. <p>2. The notional amount is the following:</p> <ul style="list-style-type: none">a) prior to the Customer listing, the notional amount is the average of the monthly values of the Customer’s net assets, calculated within the quarter for which the payment is made;b) subsequent to the Customer listing by 31 December 2011, the notional amount is the market value of the Property Fund which is defined as the market capitalization of the Property Fund (the number of issued shares multiplied by the medium market price of the Property Fund shares	

<p>calculated for the last 90 days of trading session in a calendar year or the number of the trading sessions left before the end of the year, in case there are less than 90 days of trading session left from the listing until the end of the year),</p> <p>c) Beginning with 1 January 2012 the notional amount subsequent to the Customer listing is the market value of the Property Fund which is defined as the market capitalization of the Property Fund (the number of issued shares multiplied by the average market price of the Property Fund shares calculated for the last quarter).</p> <p>3. The fee shall be paid as follows:</p> <p>a) prior to the Customer listing, 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;</p> <p>b) subsequent to the Customer listing by 31 December 2011, annually, based on the invoices to be issued by the Fund Manager within twenty (20) business days following the end of the calendar year for which payment is made;</p> <p>c) Beginning with 1 January 2012, the 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.</p> <p>The invoices shall be submitted to the Depositary of the Customer`s assets.</p> <p>The Fund Manager shall provide to the Board of Nominees quarterly and on an annual basis and upon request of the Board of Nominees (where appropriate) a detailed report including regarding the fee collected under this Agreement, in the form required by the latter.</p> <p>4. The payment shall be done by the Fund Manager only after the verification and certification by the Depositary of the correctness of the notional amount, as well as the modalities for determining the fee.</p> <p>The payment shall be done within 30 business days since receipt of the invoice.</p>	
<p style="text-align: center;">Annex 2</p> <p style="text-align: center;">TERM SHEET FOR MANAGEMENT FEE CHANGES</p> <p>Where Excess Distributions (as defined further below) are made by the Customer¹ to all Shareholders (or offered to Shareholders generally) (but only to the extent such Excess Distributions are made or irrevocably declared) whether by way of purchases of own shares for the purpose of cancellation, special dividends or other distributions, an additional management fee will be payable by the Customer to the Fund Manager² as set out below.</p> <p>Special dividends are dividends paid by the Customer in excess of annual net profits, excluding pre-tax gains on disposal of equity investments, less amounts allocated to Legal Reserves, as per the approved audited financial statements prepared in accordance with Romanian Accounting Regulations (namely CNVM Regulation 4/2011, as subsequently amended and completed).</p> <p>Any purchase of own shares for the purpose of cancellation and any distributions of other assets to Shareholders generally will also be considered Excess Distributions (but not distributions by a liquidator/administrator -or the equivalent- on a winding up).</p>	<p>This annex was approved by shareholders and the Addendum 2 was signed by parties, but CNVM has not approved yet this change.</p>

¹ Under the Investment Management Agreement "Customer" means SC Fondul Proprietatea SA

² Under the Investment Management Agreement "Fund Manager" means Franklin Templeton Investment Management Limited United Kingdom

The additional management fee (exclusive of any VAT, where applicable), will be payable by the Customer to the Fund Manager in respect of any Excess Distribution in cash in an amount equivalent to a fixed percentage of the value of the Excess Distribution as follows:

For Excess Distributions that are executed before 31 December 2012	1.5% of the Excess Distribution
For Excess Distributions that are executed in calendar year 2013	1.5% of the Excess Distribution
For Excess that are executed after calendar year 2013 and before termination of the IMA	1.0% of the Excess Distribution

For clarification purposes, the Excess Distributions used in the computation of the above-mentioned additional fees will be defined as follow:

- For special dividends, Excess Distribution(s) will represent the gross special dividends (as defined above) distributed to Shareholders;
- For purchases of own shares, Excess Distribution(s) will represent the acquisition price of the own shares purchased (excluding any brokerage fees payable by the Customer in relation to these purchases);
- For share capital decreases using reductions in nominal value of shares, the aggregate amount distributed to Shareholders (gross of any applicable taxes);
- For other distributions of assets (such as securities and other non-cash assets), Excess Distribution(s) will represent the value of those assets. Where the assets are listed securities, the value shall be based on the closing price of these securities quoted by the relevant exchange at the ex-rights date (i.e. the first date when a person acquiring the Customer's shares will no longer be eligible to receive the distribution). For all other assets, the value of the asset shall be determined by an independent valuation expert and approved by Shareholders.

The Excess Distribution(s) are deemed to have been made at the following times:

- For special dividends, at ex-dividend date;
- For a purchase of own shares, the date when the purchase transactions are settled;
- For share capital decrease using reductions in nominal value of shares, when such distributions become available to Shareholders;
- For other distributions, at the ex-rights date.

These additional fees will be paid by the Customer in addition to the fees defined in the Annex 1 to the Management Agreement.

Such additional fees will be payable by the Customer within 30 business days of receipt of a valid invoice from the Fund Manager. The Fund Manager will issue the invoice no later than 20 business days following the end of the quarter in which the relevant Excess Distributions are executed. The value of Fund Manager's invoice must be certified by the Customer's Depositary before it is formally submitted to the Customer.