## UNOFFICIAL TRANSLATION

## DEED OF AMENDMENT OF THE TERMS AND CONDITIONS OF ADMINISTRATION OF STICHTING ADMINISTRATIEKANTOOR EUROCOMMERCIAL PROPERTIES

On [•] two thousand and twenty-one appeared before me, [[•], candidate civil law notary, acting for] Corstiaan Anne Voogt, civil law notary in Amsterdam:

**[●]**,

acting for the purpose hereof as person authorized in writing of **Stichting Administratiekantoor Eurocommercial Properties**, a foundation, with corporate seat in Amsterdam, the Netherlands, address at Herengracht 469, 1017 BS Amsterdam, the Netherlands and Trade Register number 41210861 (the "Foundation").

The person appearing declares that:

- (i) on the eighth day of June two thousand and twenty-one the board of management of Eurocommercial Properties N.V., a public limited liability company, with corporate seat in Amsterdam, the Netherlands, address at Herengracht 469, 1017 BS Amsterdam, the Netherlands and Trade Register number 33230134, approved the proposal of the board of the Foundation to amend the terms and conditions of administration of the Foundation; and
- (ii) on the eighth day of June two thousand and twenty-one the board of the Foundation resolved to amend the terms and conditions of administration of the Foundation and to authorise the person appearing to execute this deed.

In order to implement these resolutions, the individual appearing before me declares to amend the Foundation's terms and conditions of administration as follows:

I. <u>The definition of "depositary receipt" in Article 1</u> will be amended and shall read as follows: **depositary receipt** : a depositary receipt for a share assigned by the trust office;

II. <u>Article 2.2. paragraph 1</u> will be amended and shall read as follows:

2.2.1 The trust office assigns one depositary receipt for every share taken into trust, each share having a nominal value of ten euro (EUR 10).

III. Article 11 paragraph 6 will be amended and shall read as follows:

11.6 Notification of termination or transfer of the trust shall be effected in the manner stipulated in article 5.
In the event of termination of the administration of the shares, and subject to the provisions of the articles of association of the company, for each depositary receipt, one (1) share will be transferred free of charge to the holder of such depositary receipt. As a result of the transfer, the depositary receipt concerned will be cancelled.
In the event of transfer of the administration by the trust office, if so desired the depositary receipt holders may cancel their depositary receipts free of charge, in exchange for shares for the same nominal value, subject to the provisions of the articles

of association of the company.

IV. Article 11 paragraphs 7, 8 and 9 will expire.

The documents in evidence of the resolutions referred to in the opening statements of this deed, are attached to this deed.

The original copy of this deed was executed in Amsterdam, on the date mentioned at the top of this deed. I summarised and explained the substance of the deed. The individual appearing

## DE BRAUW BLACKSTONE WESTBROEK

before me confirmed having taken note of the deed's contents and having agreed to a limited reading of the deed. I then read out those parts of the deed that the law requires. Immediately after this, the individual appearing before me, who is known to me, and I signed the deed.